

No. 12295

Supreme Court of Illinois

Bradley.

VS.

Griselman.

71641  7

United States of America
State of Illinois Kane County

Pleas before the Honorable Isaac L. Wilson
Judge of the ^{Seventeenth Judicial} Kane County Circuit Court
and presiding Judge of the Kane County
Circuit Court of the State of Illinois at a
Term of said Court begun and held at the Court
House in Geneva in said County on the 14th day
of May A.D. 1855

Presents The Hon Isaac L. Wilson Judge
Lawrence R. Barrow Sheriff
Attest Susan Dearborn Clerk

Whereas heretofore there was filed in the office of
the Clerk of the Circuit Court of Kane County a Transcript, of
which the following is a copy, to wit:

State of Illinois
County of Cook

Pleas before the Honorable John M. Wilson
Judge of the Cook County Court of Common Pleas
within and for the County and State aforesaid at a Vacation
term of said Court begun and holden at the Court House in
the City of Chicago in said County and State on the first Mon-
day being the Third day of July in the Year of our Lord
One Thousand eight hundred and fifty four and of the
Independence of the United States the Seventy eighth

Presents The Hon John M. Wilson Judge
Leopold R. Bradley Sheriff
Attest Martin Kimball Clerk

Be it Reminded that on the third day of March AD 1834 the said day being one of the days of the Term any Term of the last, Term Court of Common Pleas in the year aforesaid the following among other proceedings were had in said Court and entered of Record to wit-

Michael Gieselman }
 v }
 Cyrus P. Bradley } Trespas

And now this day comes the said Plaintiff by Pinon & Bradley & A. G. Link his attorneys, and the said defendant by Collins & Williams his attorneys also comes and few being joined herein, it is ordered that a jury come, and thereupon come the names of a jury of good and lawful men, to wit- Cornelius Voice, A. H. Allen, David Hitchcock, Dennis Bartley, M. W. Kimball, W. Wilson, Knoch Woods, Edward Moseley, John Jenkins, Leharth Douglass, James Duffy and A. G. Miller who being duly elected tried and sworn well and truly to try the issue joined as aforesaid, after hearing the evidence advanced, arguments of counsel and instructions of the Court retire upon charge of an officer of the Court to consider of their verdict. And the hour of adjournment having thereupon arrived by agreement of said parties it is ordered that when the Jury shall have agreed upon a verdict, they may reduce the same to writing, sign and

seal the same, and afterwards be permitted to separate and meet at the house at the opening thereof to-morrow morning.

And afterwards, on the fourth day of March in the year aforesaid being as yet of the said February Term of said Court the following proceedings were had and intended of record in said Court to wit:

Michael Geiselman
vs
Cyprus P. Bradley } Trespas

And now again, come the said parties by their said Attorneys and the jury empaneled in this cause on yesterday also come into Court (and) say that the jury cannot agree upon a verdict - And thereupon, by consent of said parties it is ordered that the jury be discharged from rendering a verdict herein and that this cause be continued.

And afterwards to wit on the fourteenth day of July in the year aforesaid, (and) say being one of the days of the July Vacation term in the year aforesaid of said Court the following proceedings were had in said Court and intended of Record, to wit:

Michael Geiselman
vs
Cyprus P. Bradley } Trespas

And now upon this day comes the said

4.

plaintiff by Ashton & Frost, his attorneys and files herein his Petition, verified by affidavit praying for a change of venue in this Court cause for the reason he believes he will not receive a fair and impartial trial in this cause in the County of Cook, on account that said defendant has an undue influence over the minds of the inhabitants of the County, aforesaid and wherein, this suit is now pending and it appearing to this Court that the defendant in this cause has had due notice of the making of said application for a change of venue herein.

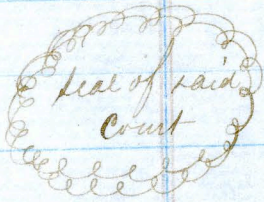
It is Ordered that the Venue in this cause be changed to the Kane County Circuit Court in the Thirtieth Judicial Circuit of this State and that the Clerk of this Court certify to the Kane County Circuit Court a transcript hereof and that he transmit the papers on file in this cause to said Circuit Court.

State of Illinois

Cook County ss I Walter Kimball Clerk of the Cook County Court of Common Pleas within and for the County of State aforesaid Do hereby certify that the foregoing contains true copies of all the proceedings had and intended of Record in said Court in the case of Michael Geislerman, plaintiff and Cyrus P. Bradley defendant - and that the papers herewith transmitted marked A, B, C, D, E, F, G, H, I, J.

5.

N. L. M. S. A. P. inclusions, are the original, and all the
papers filed in said cause



Testified under Seal
of said Court at Chicago in, said County this
7th day of August A.D. 1854

Walter Kimball Clerk

Be it remembered that heretofore to wit on
the 20th day of January 1854 there was filed in the
Office of the Clerk of the Cook County Court of Common
Places the following Precepts to wit:

Cook Co Court Com Places

Michael Geiselman

vs

Levins, P. B. Brady

Trespass

Feb Term A.D. 1854

Damages \$4,000

The Clerk of the above entitled
Court will please issue summons vs Defendant
as above directed to the Coroner to execute, return-
able &c

Samuel P. Ashton,

Pliffs Atty^s

State of Illinois of
Cook County

Michael Geiselman being duly sworn on oath
doth depose and say that Levins, P. B. Brady against
whom he is about to institute an action of trespass
is the Sheriff of the County of Cook and State of Illinois
& that the process cannot be executed unless directed to
be the Coroner of said County and affiant

6.

further saith, not to
Affirmed to before me this 20th of Michael
day of January 1884. W Kimball
clerk

And afterwards, to wit, on
the 21st day of January A.D. 1884, there was returned into
the office of the Cook County Court of Common Pleas
the following summons, to wit—
State of Illinois *v. S.*
Cook County The People of the State of Illinois to the Cor-
oner of said County— Greeting—

We command you
that you summon Cyrus. P. Bradley if he shall be found
in your County, personally to be and appear before the
Cook County Court of Common Pleas of said County
on the first day of the next term thereof, to be holden at
the Court House in the City of Chicago, in said County
on the First Monday of February next to answer unto
Michael Seiselman in a plea of Trespas to the dam-
age of the said plaintiff as he says in the sum of
Four Thousand Dollars— And have you then and
there this writ, with our endorsement thereon, in what
manner you shall have executed the same—

Witness Walter Kimball, clerk of said Court
and the Seal thereof at the City of Chicago in said
County this 20th day of January A.D. 1884
Walter Kimball Clerk

Seal of
Court

7. And on the back thereof was the following endorsement
to wit;

Gave this mit by reading to the within named Cyrus
P. Brady, Sheriff of Cook County, this 21st day of January
A.D. 1854
Austin Signes
Clerk of Cook County

And afterwards to wit, on the 23rd day of January
1854 there was filed in the said Clerk's office the following
Writ, to wit;

State of Illinois of Cook County Court of Common Pleas
Cooke County p of the February Term. A.D. 1854

Michael
Gieselman plaintiff in this suit by Pearson, Ashton
& Frink his Attorneys Complainers of Cyrus P. Brady de-
fendant in this suit in a plea of trespass

For that Whereas
the said defendant heretofore to wit, on the fourteenth day
of January in the year of our Lord one thousand eight
hundred and fifty four with force and arms at the County
and State aforesaid seized and took divers goods and chat-
tels to wit; one screen, one looking glass six chains one
extension, table one settle, one stove, & pipe, one set
heaters & saws one table room, two window shades one
table 31 yards carpet one spittoon one carpet one card
table, one bedstead, one mattress, one looking glass one stool
and pipe one wash stand one spittoon one rocking chair

8.

~~three~~ ^{two} chairs ~~three~~ as one bedstead, one mattress, one
 sofa bedstead, one table, one bureau, and glass one wash-
 stand, stove, pipe one table one rocking chair, three
 chairs, three do, one carpet, one clock one cotton mat-
 trap, bed two double woolen blankets, two shades one
 looking glass, one table, one do, five chairs, one lounge
 one table iron, one carpet, one lot potatoes, one chair
 one mattress & bedding one bedstead Windsor shades two
 buckets of sugar and coffee, one iron box, two tubs, one
 cook stove, pipe and furniture ~~horsey~~ two pieces tin ware
 one lot mustard, one lamp two table one lot stone jars
 one bed and mattress, four flat irons three chairs, one lot
 chairs & cushions, one awning iron frame, one sign
 one lot window shades one table, four stools, five bar
 pictures one do, one do, one do, two stoves, one cornet,
 three chafing dishes, lot plumbing one cupboard & back
 & box, lot of bells, one lot curtains, cushions & stoves one
 casket, two stoves, two set of drawers, one desk one stove,
 pipe, & drum two bells, five boxes claret, one lot of gas
 fixtures one lot wallpaper, one lot brass, herring and pig
 one cracker bowl, one hutch, one Gae port wine thirteen
 demijohns, ~~horsey~~ eight tumblers, twelve decanters, one
 bar clock, six punch rings, six goblets, eleven rock
 glasses, thirteen wine glasses, two vases, one tobacco jar
 two pitchers, one mirror, six con. rings from bitter bottles
 one regent lighter, two signs, two spittoons, fourteen
 knives, sixteen table spoons, nineteen forks, ten tea-
 spoons

9.

two boxes sardines, two boxes lobsters, twenty six dinner
plates, sixteen, breakfast-plates, twenty, two soup plates,
twenty, three six inch plates, one dozen platters, seven dishes
four do, two dishes, three large bowls, two basins, one 12 inch
Platter, one 14 do twenty one saucers, & fourteen cups, two
sugar bowls, three pitchers, one lot of oil cloths, one custer,
two oil cloths, one funnel and measure, six Ball stoves
jugs, one large funnel, four shakers, one rinsing tub
drawers & and sink, six chambers, one lot oil cloth,
one colander one, one oyster knife one Btl cider, one boiler
one carpet, one spittoon, three cottage chairs, one feather
bed, one do, one carpet one cot bed, sixty seven pieces
crochery glass and tin ware, one spittoon, one furnace
one oil cloth, twenty three pieces kitchen furniture, three
stone Pots, one serum, seven sugar baskets & four
empty Btls one Btl do four empty Btls one lot
sugars, one lot do, one lot do, one lot do, one lot do, one
lot do, one lot do one lot do, four baskets champagne
two do, one do, fifteen bottles champagne nine Nine
bottle claret, nine, two doz perils porter, seven bottles
gnarts, do, two 1/2 Gall scotch Whisky, two wash bowls
and wans, two small pitchers, five, nine glasses, three
tea munters, six Kieg butter, one oval box, two, stone
corks, tin Kettle, one cleaver, one hammer, one
hatchet, Kuder, basin, one half pipe brandy, two
quar cask brandy, one quar cask brandy, one quar cask
port wine, one Btl Scotch Whisky, one quar cask Made-
ira wine, one quar cask port wine, one quar cask

Sherry wine, 1/2 Gall port wine, 1/2 gall madonia wine,
 1/2 gall brandy, one Gall dr, 1/2 gall madonia wine, one
 Gall Giniger Brandy, two Gall Lisbon wine, four Gall
 port wine. cash worth two dollars and other goods, and chat-
 tels of the said plaintiff. then and there bring forth and
 bring of great value, to wit of the value of three thou-
 sand dollars, and carried away the same and converted,
 and disposed thereof to his own use, and other wrongs to
 the said plaintiff then and there did against the peace
 of the people of said State and to the damage of the said
 plaintiff of four thousand dollars.

2^d

And for that whereas
 also the said defendant on the year and day aforesaid
 at the County of Cook and State of Illinois with fire and
 arms seized and took divers goods and chattels, to wit,
 Bar fixtures and furniture, cigars, liquors, provisions, cur-
 pets, beds and bedsteads, chairs, tables, stoves, sofas, crockery
 ware, wood coal and other goods and chattels of the said
 plaintiff then and there bring forth and bring of great
 value to wit of the value of three thousand dollars and
 carried away the same and converted and disposed there-
 of to his own use, and other wrongs to the said plaintiff
 then and there did against the peace of the people of said
 State and to the damage of the said plaintiff of four thou-
 sand dollars.

3^d

And for that whereas also the said defendant
 on the year and day aforesaid at the County and

11.

said aforesaid with force and arms broke and entered a certain store or saloon of the said plaintiff situate ⁽ⁱⁿ⁾ being in the said county, and state aforesaid and then and there found and held a few and damaged divers goods to wit: the Bar furniture, fixture, doors, floors and windows of said plaintiff and otherwise damaged and spoiled the said goods of the said plaintiff of great value to wit: of the value of ten thousand dollars

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And also the said defendant on the day and year last aforesaid with force and arms at the county and state aforesaid seized and took with other goods and chattels of the said plaintiff of the like number quantity, quality, description and value, as the said goods and ~~value~~ chattels in the first count of this declaration mentioned then and there found and being and converted and disposed thereof to his own use to the damage of the said plaintiff of four thousand Dollars

5

And also for that whereas the said defendant on the day and year aforesaid at the county and state aforesaid with force and arms broke and entered another store or saloon of the said plaintiff situate in said county, and then and there being ejected, expelled, put out and removed the said plaintiff from the possession, use occupation and enjoyment of the said last mentioned store or saloon, and kept and continued him so ejected and expelled for a long space of time, to wit from thence hitherto

12.

Wholly the said plaintiff, for unduring all that
time lost and was deprived of the use and benefit of his
said last mentioned store or Saloon, to wit, at the Court
aforesaid, to the damage of the said plaintiff of four
thousand dollars wherefore he brings suit &c

Parson, & Ashton & Frink
Plff's Atty's

County Court of Lawrence Plains
begins. P. P. Bradley

And afterwards to wit on the 27th
day of February 1834 the following Pleas were filed
in the office of the Clerk of said Court, to wit

County Court of Lawrence Plains
begins. P. P. Bradley

and
Michael Geiselman

And the said Defendant
by Collins & Williams his Attorneys comes
and denies the force & injury when &c and says that he
is not guilty of the said several supposed trespasses
above said to his charge, in manner & form
as the said plaintiff hath above thereof complained
against him &c and of this he puts himself upon
the Country &c

Collins & Williams
Def's Atty's

13.

And for a further plea in this behalf the said Defendant says that the said plaintiff ought not to have or maintain his aforesaid action thereof against him because he saith that before the said time when he was at the September Term of the Cook County Court of Common Pleas, holden in the City of Chicago in the County of Cook in the year of our Lord one thousand eight hundred and fifty three judgments were rendered in and by said Court as follows one in favor of Charles S. Harmon and Isaac S. Harmon, against William King for the sum of Six hundred and seven dollars and sixty cents costs of suit on the Fifth day of October AD 1853 - one in favor of John Williams Oscar F. Irving & Henry M. Thompson, against William S. King for the sum of Four hundred & six dollars and thirty four cents and costs of suit on the Sixth day of October AD 1853 and another in favor of John L. Talbot and Grace Norton, against William S. King, for the sum of Two hundred & seventy six dollars fifty cents costs of suit on the thirteenth day of October AD 1853, upon each of which said judgments an execution was issued out of said Cook County Court of Common Pleas, dated on the 24th day of October AD 1853, directed to the Sheriff of Cook County to execute, and of which said executions was delivered to the Sheriff of said County

14.

of books on the twenty ninth day of October A.D. 1833 in & by each of which, said Executions the said Sheriff was commanded in substance & effect, that of the Lemas and turnments, goods & chattels of William, & King Defendant in, his County, he came to be made the said several sums mentioned in said Executions, to wit, upon the execution issued in favor of Charles, & Harmon and Isaac, & Harmon, upon the judgment aforesaid the sum of Six hundred & seven dollars & fifty cents and six dollars & seventy cents costs of suit, upon the execution issued in favor of John, & William Oscar, & Amy & Harry M. Thompson, upon their judgment aforesaid the sum of four hundred & six dollars & thirty four cents and six dollars & seventy cents costs of suit, upon the execution aforesaid issued in favor of Ford Walter and Bruce Norton the sum of Two hundred & twenty six dollars & fifty cents ^(and) six dollars & seventy cents costs of suit which said several sums the said plaintiffs in the said several suits had wily in, the Cook County Court of Common Pleas of said County, of Cook at a term begun & held at Chicago in, said County on the 2^d Monday of September (thirteen) last recovered against the said Defendant in, said several Executions for their damages, costs and charges in said several suits whereof the said Defendants

15.

has been convicted, & that the said Sheriff should have the said several sums mentioned in the said several executions to render unto the said plaintiffs in said several executions for their costs & damages & should make return of said writ; with an endorsement on said several executions in what manner he should have executed the same, in ninety days from the date of said several executions or by the said judgments & executions remaining of record in said court, refusing being thereunto had will more fully & at large appear.

And the said Defendant as being such Sheriff of Cook County as aforesaid by Michael Regan, the Deputy of said Sheriff under the virtue of said several executions afterward, to wit: on the thirtieth day of January A.D. 1834 - seized, took & carried away the said goods & chattels & entered said plaintiff's house as in said declaration mentioned according to the command & exigency of said writs of execution, as he lawfully might for the cause aforesaid, which are the same supposed trespasses whereof the said plaintiff hath in his said declaration, complained against the said defendant.

And the defendant avers that the property of the said goods & chattels was at the time when the said writs of execution

were delivered to the Sheriff of Cook County, aforesaid and for a long time thereafter, to wit at the time in said declaration mentioned, the said William J. King, the defendant in said several executions owned & had an interest as partner, in the property in said Declaration mentioned & the same was and is subject to the executions above mentioned & the property is not in said plaintiff as the said declaration is above supposed, to wit at Chicago aforesaid & this the said defendant is ready to verify, wherefore he prays judgment

Colins Williams

Defts Attys

And

for a further Plea in this behalf the said Defendant says that the said Plaintiff ought not to have or maintain his aforesaid action, thereof against him because he saith that before the said time when &c., to wit at the September Term of the Cook County Court of Common Pleas holden in the City of Chicago in the County of Cook in the Year of our Lord one Thousand Eight Hundred and fifty three, judgments were rendered, and by said Court as follows; one in favor of said Charles S. Harmon, and Isaac S. Harmon, against William J. King for the sum of Six Hundred and seven dollars and fifty cents and costs of suit, on the fifth day of October 1853

17.

One in favor of John, C. Williams, Oscar F. Avery
 and Harvey M. Thompson against William, S. King
 for the sum of Four hundred six Dollars (\$406)
 and thirty four cents and costs of suit, on the sixth
 day of October A.D. 1853. and another in favor of
 Abel, C. Baxter, and Isaac Norton, against William,
 S. King for the sum of Two hundred and twenty
 six Dollars and fifty cents and costs of suit, on the
 thirteenth day of October A.D. 1853 upon each of which
 said judgments an execution was issued out of said
 Cook County Court of Common Pleas, dated on the
 24th day of October A.D. 1853, directed to the Sheriff
 of Cook County, to execute each of which said execution
 was delivered to the Sheriff of said County of Cook,
 on the twenty ninth day of October A.D. 1853 in,
 and by each of which said executions the said Sheriff
 was commanded in substance and effect, that of the
 lands and tenements, goods and chattels of William
 S. King Defendant in his County, he cause to be
 paid the said several sums mentioned in said ex-
 ecution, to wit upon the executions issued in favor
 of Charles, L. Harmon, and Isaac, C. Harmon, upon their
 judgment aforesaid the sum of Six hundred and seven
 Dollars and sixty cents and Six dollars and twenty cents
 costs of suit, upon their executions issued in favor
 of John, C. Williams, Oscar, F. Avery & Harvey M. Thompson
 upon their judgment aforesaid the sum of Four

18.

Thousand and six Dollars and thirty four cents
and six Dollars and seventy cents costs of suit
upon the execution issued in favor of Horace
Baker & Horace Norton the sum of Two Thousand
and seventy six Dollars fifty cents and six Dollars
and seventy cents costs of suit which said several
sums the said Plaintiff in the said several
suits had lately in the Cook County Court of Com-
mon Pleas of said County of Cook at a term begun
and held at Chicago in said County on the second
Monday of September (then) last, recovered against
the said Defendant in several executions for their
damages, costs and charges in said several suits
whereof the said Defendants have been convicted and
that the said Sheriff should have the said several sums
mentioned in the said several executions ready to re-
ceive unto the said Plaintiffs in said several execu-
tions for their costs and damages, and should make the
return of said writ with an endorsement on said
several executions in what he should have executed
the same in writ, date from the date of said
several executions, as by the said judgments & execu-
tions remaining of record in said Court reference
being thereunto that will more fully ^{and at length} appear.

And the
said Defendant so being such Sheriff of Cook
County as aforesaid by Michael Regan the Deputy

19.

of said Sheriff under & by virtue of said several
 Executions afterwards, to wit, on the thirtieth day
 of January A.D. 1834 said Sheriff took and carried
 away the said goods chattels and contents said plain-
 tiff's house, as in said declaration mentioned
 according to the command and exigency of said
 writs of execution, as he lawfully might for the cause
 aforesaid, which are the same supposed to happen
 whereof the said plaintiff hath in his said declaration
 complained against the said defendant.

And the said
 Defendant avers that the property of the said goods
 chattels was at the time when the said writs of execu-
 tion were delivered to the Sheriff of Cook County afo-
 said the property of the said William King and Henry
 A. Layton, partners, doing business under the name
 of H. A. Layton & company, and the interest of the
 said William King, in the property in said
 Declaration mentioned at the time when the said
 writs were delivered as aforesaid became & was by said
 delivery made subject to the lien of each and all of the
 said writs of execution, and the said property, in said
 Declaration mentioned subject to the lien of each,
 & every one of the said executions & subject to sale under
 the same and the said property is not in the said plain-
 tiff as in the said declaration is above supposed, to wit,
 at Chicago aforesaid & this the said defendant is
 ready to verify, wherefore he prays

judgment &c

Collins & Williams

Deft's Atty's

It is stipulated that the foregoing should special pleas shall be regarded as a notice & that under the same the Defendant may give in evidence the judgments & any executions other equal evidence & likewise the plaintiff may give in evidence any legal evidence which may be necessary for his case, without reference to the pleadings in the case.

Ashton, Pearson &

Print, — for Plffs

Collins & Williams

Deft's Atty

And afterwards

was to act on the 3^d day of February 1854 the following 'replication' was filed, to wit—

Cook County Court of Common Pleas

Michael Gieseman

vs

Leopold P. Bradley

And the said plaintiff as to the said pleas of the said Defendant by him secondly and thirdly above pleaded says that the said plaintiff by reason of anything by the said defendant in the said second and third pleas or either of them alleged ought not to be barred from having and maintaining his

21.

aforsaid action thereof against said defendant—
Because he says that at the time of the delivery of
the said several executions in said pleas mentioned
to the said defendant as Sheriff of Cook County, to
be executed from that time until the said fourteenth
day of January AD 1854 the said William King
was not the owner and had no interest or title in
and to said goods & chattels or any part or parcel
thereof as a partner, with said H. A. Layton and of this
the said plaintiff puts himself upon the Country &
Ashton, Pearson & Smith.

And the said Defendant doth the like

Collins & Williams for Deft—
And

the said plaintiff by leave of the Court first had and obtain-
ed for a further replication as to the pleas of the
said defendant by him secondly and thirdly above,
pleaded says that the said plaintiff by reason of any
thing by the said defendant in the said second and
third pleas, or either of them alleged ought not to be
barred from having and maintaining his aforsaid
action thereof against said defendant—Because
he says that the said Goods and chattels, prior to the
said fourteenth day of January AD 1854 were
in the possession of the firm of H. A. Layton & Eliza
H. King who held themselves out to be the owners
thereof and the said plaintiff before that time, to wit

on the 30th day of December in the year one
Thousand eight hundred and fifty three purchased
said goods and chattels from the said W. A. Layton
and Eliza W. King under the style and firm of
W. A. Layton & Co without any notice whatever that
William A. King, said was claimed to have any
interest in and to said goods and chattels as a partner
of said Layton or otherwise and this the said plaintiff
is ready to verify, wherefore he prays judgment &c

And on the same day and date aforesaid there
was filed in the office of the Clerk of said Court of Com-
mon Pleas, of Cook County, a Return, being in the
words and figures as follows, to wit:

Cook Co' Court of Com. Pleas

Cyrus P. Bradley

ads

Michael Grissman

(And now comes the said Defen-
dant by Collins & Williams his Attys^r as to the repli-
cation of the plaintiff aforesaid above provided says
that the said replication & matters & things therein con-
tained in manner & form as above set forth are not
sufficient in law &c wherefore the said defendant
prays judgment of the said replication &c

Collins & Williams

Deft's Attys^r

23.

And afterwards, to wit on the 18th day of July
1834 there was found in the office of the Clerk of said Court
a "petition" of which the following is a copy—
Book 60 Ct. Room 9 lens

Michael Gieselman

Same Term AD 1834

vs

Treasury

Cyrus P. P. Sadler

Michael Gieselman plaintiff
in this suit, would respectfully represent, and show unto
your Honor that he truly believes he will not receive
a fair and impartial trial in the above entitled cause
on account that the said defendant has an undue
influence over the minds of the inhabitants of the
County aforesaid and wherein this suit is now pending

And your petitioner further shows unto
your Honor that the causes for which the change is ask-
ed have come to his knowledge since and subsequent
to the term at which this application might have
been made, wherefore he prays that said trial may
be removed to the next court, where the causes
above complained of do not exist—

Michael Gieselman

State of Illinois

County of Cook, Michael Gieselman being duly affirmed
according to Law aforesaid and says that the facts set
forth in the above petition are true in
substance and in fact according to the

24.

best of his knowledge and belief

Walter Kimball

Chaplewick les et Com Pleas

And

on the 13th day of January 1833 there was filed
in the office of the Clerk of the Circuit Court of Same
County the following 'Stipulation to remove' to wit:

Same Circuit Court

Michael Kisselmen

Sammy Ann

vs

AD 1833

Lynus P. Bradley

It is hereby stipulated and agreed
that this cause may be transferred to the County Court
Court of Common Pleas & the Clerk is requested to send
the papers to the Clerk of said common Pleas
Court

And & Spinks - for Ref

January 9 1833

William Woodbridge - for Ref

United States of America
State of Illinois - Same County

Plas before the Honorable Judge, William
Chaple of the Thirtieth Judicial Circuit and Presiding
Judge of the Same County, Circuit Court of the State
of Illinois in said Court on the Fourteenth day
of May in the Year of our Lord one thousand eight hundred
and fifty five

Present the Hon Judge A. Wilson, Judge

At that

In the Probate & Chancery

that on the 16th day of May 1853, being one of the days of said May Term of said Court, the following among other proceedings were had and entered of record to wit-

Michael Gisdeman

vs

Lynus P. Bradley

Trespass

This day appears the Plaintiff to this suit by Trinks & Huntington his Attorney and the defendant by Plato & Williams his Attorneys also came and on motion of the Plaintiff it is ordered that a jury come whereupon came a jury of lawful men to wit,

O. Kingsbury Oscar Dewey Nelson Rhy Eliza Wood

P. F. Town John Sawwadden Leander Howe Martin Van Alstine

Abner Cray George P. Hursey W. R. Lewis Mays Beman Shaw

Who being specially selected tried and sworn also came, and after hearing the evidence and a portion of the argument of counsel it is agreed between by the parties that the jury may separate and meet the Court, to morrow morning.

And

afterwards to sit on the 17th day of May, being one of the days of said term of said Court

Michael Gisdeman

Lynus P. Bradley

Trespass

26.

This day again come the parties to this Court by their Attorneys, and the jury heretofore empanelled also come, and after hearing the balance of the argument of counsel and instructions of the Court, retire upon charge of a sworn officer of the Court to consider of their verdict, and subsequently return into court and for a verdict upon their oaths say that the jury find the Defendant Guilty and assess the Plaintiffs Damages at the Sum of Fifteen Hundred and twelve Dollars and twenty five cents. And thereupon the Defendant by his said attorney enters his motion for a new trial herein.

And afterwards to wit on the 2^d day of June 1885 being also one of the days of said Term of said Court the following among other proceedings were had to wit,

Michael Sisselman

vs

Cyrus P. Bradley

Defendant

This day comes on to be heard the Defendants motion heretofore entered herein for a new trial. After argument of counsel, the Court being fully advised, overrules said motion, to which, ruling of the Court the Deft by their Attorney excepts. It is thereupon considered by the Court that the Plaintiff have and recover from the Defendant Cyrus P. Bradley

27.

the aforesaid sum of Nineteen Hundred & Twelve Dollars and twenty five cents & his costs in this behalf expended and have execution therefor.

And thereupon Defendant prays an appeal to the Supreme Court which is granted on conditions that Defendant enter into Bond in penal sum of Four Thousand Dollars conditions according to Law in such case made & provided within thirty days "Security to be approved by the clerk of this court & Bill of Exceptions to be taken in thirty days from this date"

And afterwards to wit on the 29th day of June 1853 there was filed in the office of the Clerk of the Circuit Court for Randolph the following Bill of Exceptions, to wit:-

Same Circuit Court
by Jas. P. Bradley
att^y

Michael Friedman

Be it remembered that on the 16th day of May in the year of our Lord one Thousand eight hundred and fifty five being one of the days of the May term of the Randolph Circuit Court, holden in & for the County of Union in the State of Illinois. Before the Honorable Isaac S. Wilson, Judge of said Court & a jury duly impaneled & sworn to try the issue in the above entitled cause, the said cause came on for trial, upon

28.

the trial of the issue therein the plaintiff to sustain the same on his part introduced as a witness

Samuel Ashton

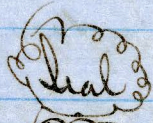
Who being first duly sworn deposes, as follows,
 That the plaintiff, first became acquainted with him in Chicago on the 30th of December 1853. I am an attorney at law. The paper shown to me (being a Bill of Sale purporting to be executed by Elisha W. King & Henry A. Layton to plaintiff) is in my handwriting. I saw it executed & am the subscribing witness. The goods mentioned in the Bill of Sale were at the time of its execution in the Express Saloon of G. Clark Street Chicago. The Bill of Sale dated Dec 30th 1853 is then produced & read in evidence by the Plaintiff as follows.

Bill of Sale

I know all men by

These presents that we Elisha W. King and Henry A. Layton of the City of Chicago County of Cook and State of Illinois in consideration of the sum of two thousand six 25/100 dollars to us in hand paid by Michael Geiselman of the same place at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged have bargained sold and delivered and by these presents do bargain sell and deliver unto the said Michael Geiselman all of the goods and chattels annexed to and made a part of this bill of sale to have and to hold

the said goods and chattels unto the said Michel Grissman his executor administrators and assigns to his and their own use and benefit forever and we the said Elisha W. King and Henry A. Layton for ourselves and our heirs executors and administrators will warrant and defend the said bargained premises goods and chattels unto the said Michel Grissman his executor administrators and assigns from and against all persons whomsoever. In witness whereof we have hereunto set our hands and seals this 30th day of December A.D. 1853.

(Signed) Henry A. Layton 
 In presence of } (Signed) Elisha W. King 
 David Ashton } per W. L. King
 Attorney in fact

To which said instrument were appended various schedules amounting in all to the sum of two thousand and six dollars thirty three cents (\$2006.33.) as in said bill of sale mentioned

30.

Saw \$1,500⁰⁰ paid to Layton & King, by the plaintiff, at the time of the execution of the Bill of Sale. William King acted as the Attorney of Eliza M. King in the transaction. The Plaintiff & his brother Wm King, N. Layton, William White & myself were present at the time of the execution of the Bill of Sale. The Plaintiff afterwards paid to John & Patrick \$300 on some liquors left with them. The Plaintiff took possession of the property & the saloon the morning after the Bill of Sale was executed & continued in possession for two or three weeks until the property was moved on by the Sheriff of Cook County by his Deputy Michael Regan.

Cross Ex^d Plaintiff paid Patrick a few days after execution of Bill of Sale at John & Patrick's office the \$300 above spoken of - I started to go with Reiselman, but did not see the money paid & was not there when it was paid - I don't know when William King & Layton left town, nor saw either of them, before the day of the execution of the Bill of Sale.

The Plaintiff read in evidence the deposition of Milton A. Patrick as follows.

Depositions

of Witnesses, taken by agreement of parties at the office of auditor Henry A. Ruskin, County Judge, of the County of Cook and State of Illinois, this 14th

day of May AD 1883 and to be used as evidence in a suit pending in the Circuit Court of Kane County Illinois, wherein Michael Ginzman is plaintiff and Cyrus P. Brady is defendant; taken on the behalf of the said plaintiff

Present the said plaintiff in person and by Saml. Ashton, his Attorney

Defendant appears by E. Williams his Attorney; by whom service of notice is waived, and deposition taken by consent

Deposition of Milton S. Patriot, who being first duly sworn, says and answers as follows viz

Interrogatory by Saml. Ashton plff's Atty

What is your name and occupation; where do you reside and do business and are you acquainted with the parties?

Answer I am thirty nine years old, I am a broker, reside and do business in Chicago, and know the parties

Interrogatory by same Counsel

Was you acquainted with the Saloon No 9 Clark St Chicago? If yes, state who kept said Saloon and what business was carried on there? And if you had any business transactions with the keeper thereof, state what business it was

Answer I don't know that there was any in the Saloon, nor do I know who kept it

8th Interrog^y by same Counsel

State whether you were at the plaintiff

32. have any goods that were in your possession, belonging to Leisha M. King, or to A. A. Layton & Co. If so state what those goods were, and how much the said plaintiff paid you for the same and who took said goods from your possession, and what was the amount of the claim you have upon said goods, and state if you know where the said goods went to, when they were removed from your possession by the plaintiffs, and what was the value of said goods?

Answer. I got him some goods that I received from them, as I supposed, I did not know the men, but they gave me a bill of sale and executed a note by those names. The goods were some three or four cases of liquors; two of them were marked "Brunay" and two "Wines", and some few baskets of champagne. The plaintiff paid me \$300⁰⁰ I think on my claim on these goods. Mr. Kisselman, the plaintiff took the goods away on payment of this \$300⁰⁰ which was the amount of my claim on the goods. I do not know where they were taken to, nor what became of them. I do not know their value. I supposed them to exceed in value of my claim.

4th Interrog^y by same Counsel

Had you any lien upon any goods belonging to A. A. Layton & Co. or to Leisha King? If so state what those goods were, and the amount of your lien. By whom was said amount paid - and if you have any papers

33.

in your possession in relation to said goods or him, please produce the same?

Answer

I had a mortgage on some fixtures inside of a building said to be thine; The amount was \$300⁰⁰. The amount was paid by the plaintiff. The mortgage, I don't know what has become of it. I have the note which the mortgage was given to same. It is here produced marked Exhibit N^o 1 and is annexed to my deposition.

5th Interrog; — by same Counsel

Were you acquainted at the time with William King? If yes, state how long you had known him, and in what capacity he acted at the time you took possession of said goods? And did you ever have any conversation with H. A. Layton or W^m King in relation to the firm of H. A. Layton & Co? If so, state when, and what that conversation was?

Question objected to by the defts Attys

Answer

I had no other acquaintance with him than this business transaction with me. I only know in what capacity he was acting by what he told me; he said he was keeping a Signer Saloon on Clark Street; that he was acting as he signed the note, for and as Attorney of Elihu W^m King — I don't know that I saw Layton — King said the firm was H. A. Layton & Elihu W^m King; and that he was Attorney in fact for Elihu W^m King.

Examination

1st by Interrog; by C. Williams defendants attorney

At the time of the execution of the note spoken of by you was any other person present and acting in reference to said matter except W. J. King? If yes, any other whom? Did you in all your negotiations with the firm of H. A. Layton & Co. transact business with any other person than W. J. King? If yes, with whom? Did you ever see any such man as Leisha, W. King, and do you know except from the declaration of W. J. King that any such man ever existed, or did business in, Chicago or elsewhere?

Answer It's our case that I recollect. The only person I transacted business with, was the one that signed this note as W. J. King. I know nothing of Leisha, W. King, except by the representation of the one claiming to be W. J. King.

2^d Cross Interrogatory by same Counsel.

Was the \$300⁰⁰ note the only claim which you had against Layton & Co. and what securities were given you, and who executed them? Did you ever make any personal examination of the liquors, and do you personally know any thing of their value?

Answer It was the only claim; the securities were a bill of sale of liquors, and a chattel mortgage on some property in this Saloon. W. J. King, I think is the man that signed them. I never examined the liquors and know nothing of their value.

3^d Cross Interrogatory by same Counsel.

Where were the Liquors which you had stored, and where were they when Kingman took them? State

35.

the place particularly. Do you know any thing, if so-
what, of the deposit with you of a watch, and the redemp-
tion of the same by Layton? If yes, when deposited and
for what purpose and by whom, and when redeemed?

Question objected to by Jeff's Atty

Answer — They were in the cellar of the house, corner of
State & Madison Streets, occupied by Jones and myself —
I could not state anything positive about the watch — I re-
collect something of some one connected with that establish-
ment I think having a watch, but nothing definite —

Direct Examⁿ resumed

Cth Interrog^y by L. A. Layton, Jeff's Atty.

At the time of the transaction was W^m. King
known to you in any other capacity, except that as
attorney in fact for Leicha W. King? Answer said some-
times executed by him as attorney in fact for Leicha W. King?

Question objected to by Jeff's Atty

Answer — He was not. I am not positive how the Bill of
Sale was signed, but I think it was in the same way as the
note

Subscribed & sworn to before me this
14th day of May 1853 — H. S. Tucker,
C. J. nags &c

Milton S. Patrick,

The Plaintiff then
read in evidence the Deposition of Aaron Haron
Deposition of
Aaron Haron, who being first duly cautioned & sworn

36. says and answers as follows, viz—
1st Interrog; by Saml Ashton, Jeff's Att'y.

What is your name and age, and where do you reside? Are you acquainted with the parties to this suit? And how long have you been acquainted with the parties or either of them? And what is your business and how long have you been engaged in such business?

Answer— My name is Aaron Hawn, I am about 45 years old, and reside in the City of Chicago. I know the parties, I became acquainted with the plaintiff, Edward Mer Bradley, I have known some three years, as an officer. My business is a dealer in minor liquors and I have been engaged in that business exclusively, some 9 or 11 years.

2^d Interrog; by same counsel

Has you acquainted with the building or saloon known as No 9 Clark Street Chicago— If yes— State if you ever made any appraisement of the goods in said building or saloon, if you have the same in your possession, now please produce it! Is it a true and correct appraisement of the goods contained in said building and is the value mentioned in said appraisement a true value of the goods appraised by you in said building, and were you assisted by any other person in making said appraisement? If yes, state the names of such persons! and also state who was the owner and in possession at the time you made the appraisement?—

37. Question, objected to by Deft's Atty

Answer

I know a building or saloon, on Clark St where those goods were situated! I don't know the No. We appraised the stock of goods that was shown us then. This is the appraisal or a copy I think, marked exhibit No 2 and annexed to my deposition. I should think it is the appraisalment of the goods we then made. We considered it at the time a true value of the goods. Mr N. B. Gornaga, S. Red, and Kiram, were present in the appraisal. Mr Kitzelman, claimed to be the owner, and was in possession, exercising acts of ownership.

3^d Interrogatory - by same counsel

Did any portion of said goods consist of wines and liquors? If so, state what portion, and what was their value.

Answer

I recollect of some casks of Brandy and wines, and some other liquors I think. My impression is that up to a quarter of the goods in value were liquors. I cannot now state what their value was. I should think there was between \$400.00 and \$500.00 worth of liquors as we appraised them then.

Cross Examination

1st Cross Interrogatory by C. S. Williams Deft's Atty

When was the appraisalment of which you have spoken, made? State the time as near as may be? Who requested you to make it? Who showed you the property? Do you know that the Inventory now produced is a true copy of the original made by you; and do you

38.

know that the value is carried out in the appraisement is, the value of which you then fixed up on the goods. I.

Answer

I can only state as I said before, that it was a year ago last winter, or fall. A very late it was when the Sheriff was in possession, a Deputy Sheriff whom I know but cannot give the name was ^{then} in possession I think. Mr Reid, one of the Appraisers, or Mr Trim that called upon me. Mr Gutzman was there; the building was closed at the time we went there, and we had some trouble in getting in. I believe we had to go in at the side door. In regard to showing the goods, I don't recollect who did. It is my impression that this inventory affixed is a true copy. I have never compared it. I do not know that the value as carried out is the value wrapped the property at.

I Cross Interrogatory by same Counsel.

What are your means of estimating the value of the property, other than such as consisted of coins & liquors? Have you been to any considerable extent and to what extent, a dealer in the other kinds of property described in said inventory? Would merchants & dealers accustomed to buy and sell furniture, crockery, hardware and glass fixtures be more or less fitted to judge of such articles than yourself? How did you ascertain the quantity and quality of the Liquors?

Answer — I have not been a dealer in any of the articles except such as are in my own line of business for the last 15 years. I have no means of estimating excepting my own observation, of the value of such goods. Dealers in such articles would be much better qualified to judge of their quality and value. We ascertained the quantity by the quacks marked on the casks, and taking the oats. — The quality we examined by tasting and smelling.

Subscribed & sworn to before me this

14th day of May 1837 — A. S. Rucker, } Aaron Shuman
County Judge }

The plaintiff
then, made in evidence the Deposition of Seander Reed.

Deposition of Seander Reed who being of lawful age, and first duly cautioned and sworn, deposes and answers, viz —

1st Interrog. — Saml. Ashton, plff's atty

What is your name and age? When do you reside? Are you acquainted with the parties to this suit, and how long have you known them or either of them? What is your business and how long have you been engaged therein?

Answer — My name is Seander Reed, I am thirty three years old, I reside in Chicago, I am acquainted with the parties, I have known Mr Kirgelson for a year and a half, the defendant Bradley some three years. — I am in the wholesale liquor business, have been engaged

in the wholesale business four years, and in the liquor business more or less for twelve years.

3^d Interrogatory by same Counsel

Were you acquainted with H. A. Layton & W^m. King; Did you know the firm of H. A. Layton & Co and if you, state of whom said firm consisted, and where they did business, and what kind of business was carried on by said firm?

Answer, I know them both, I knew of such a firm as H. A. Layton — the firm consisted, as I was told of H. A. Layton, and Elisha W. King. I never inquired, nor was informed who the company were until after they had left the city. The business was done in Clark, Street N^o 9 I think and they kept a soap or eating house there.

4th Interrogatory by same Counsel

Did you at any time sell any goods to the firm of H. A. Layton & Co, and if you, who paid for the same?

Answer, I sold them goods, I was paid money by Mr Layton and also by W^m. King, I think.

4th Interrogatory by same Counsel

Are you acquainted with William White? If you, state whether you ever had any conversation with him, in relation to who composed the firm of H. A. Layton & Co. If so state when and what that

41.

conviction was

Question, objected to by Deft's Att'y

Answer I am acquainted with him, I think I had some conversation with him in relation to it. I think it was a year ago last December, or January, a year ago last winter, at any rate. I think that after I had got out and lived an attachment on some liquors of H. A. Sington & Co he told me I had got Mr King's name wrong; but it has been so long since, I have almost forgot whether it was White or some other person, who told me; it was something about the establishment. That the name should be Eliza. Making in place of Wm King as that is. I am pretty positive that Mr White is the man that told me; to the best of my recollection he is -

& L. Sintonag, by same Counsel.

Was you acquainted with, building or saloon, N. G. Clark Street? If you, state if you made any inventory or appraisement of any goods in said building and in what said goods consisted, and if you have, the appraisement now in your possession produce it.

Answer I know the building, I was one of the appraisers a year ago last winter. The goods consisted of wine, liquors and cigars, and household goods generally. To the best of my knowledge and belief the paper marked Exhibit No 2 produced by the witness Harver is a copy of the appraisement we made. I don't know where the original paper is, it was taken down in

42.

peroid - N.B. George took down the items, and made a copy in my store, I think.

Q Interrogatory - By same Counsel.

Is the Inventory referred to by you a true and correct copy of the Appraisement of the goods contained in said Store; and is the value therein, a true and correct value of the goods appraised by you in said building? and were you assisted by any one in making said Appraisement? If so State the ~~names~~ name or names of such person or persons; and also state who was the owner of said property, and who was in possession of the same at the time you made said appraisement.

Answer

I think the Inventory is a correct copy and appraisal of the goods. The valuation is correct according to my best judgment at the time we appraised. I was assisted by Aaron Hamm and Shiron. True, Mr. Kingman was there, and the goods were in possession of Deputy Sheriff McRagan.

Q Interrogatory - By same Counsel.

State fully all you know as to who composed the firm of H.A. Layton & Co. as if you had been particularly ^{therein to} interrogated?

Answer

I have no personal knowledge as to who the company was. I was told it was Elisha W. King. I don't know Elisha W. King and never asked who the company was while they were in business. I knew H.A. Layton.

43.

Crop Examination

1st Crop Interrog; by E. Williams Depts. Alty.

How long have you known Wm King; and how long Henry A. Layton; and how long the firm of H. A. Layton & Co. Did you do business with the firm of H. A. Layton, & Co. and to what extent? Did you sell them goods, and how often? Were you at their saloon and how frequently?

Answer

I have known Wm King perhaps 18 months before he left here. I have known Layton, perhaps 3 months before he left here. - I knew the firm as long as it existed, 60 or 90 days I should think. - I did some business with the firm, amounting to about \$300. The business I did with them was selling them goods. - Sometimes daily, and sometimes once a week. I was there sometimes daily, and ~~sometimes once a week~~ generally frequently.

2d Crop Interrog; by same counsel.

Who was the active business man in buying, selling, and doing the necessary business work in and around said Saloon. Did you ever see or hear of any man by the name of Elsie W. King, doing business in connection with the firm of H. A. Layton & Co. in Chicago or elsewhere, would you ever believe or have any suspicion, that any such man was present in Chicago or elsewhere prior to the middle of November 1833? If you did state when & how you first heard of such a man?

44.

Question objected to by Jeff's Atty

Answer, I don't know that there was any particular man; Mr Layton, and W^m. A. King appeared to be the principal business men there. Mr Arthur appeared to have as much to say as any one. I never heard of Leisha. M. King at all until after the company had broke up which, was after the middle of November 1853.

3^d Crof Interrog^y by same Counsel

Were not the firms of H. A. Layton & Co indebted to you, or to your firm, at the time they ceased business in Chicago, and did you not, or did not your partner, send out an attachment upon such indebtedness against the property of H. A. Layton & W. A. King? If yes, when did you send it out, and was it not for goods sold to H. A. Layton & Co?

Answer, H. A. Layton & Co were indebted to me when they ceased business. Issued out an attachment, against H. A. Layton & W. A. King, it was sometime in the month of January 1854; it might have been on the 31st of Dec 1853 - it was for goods sold to H. A. Layton & Co.

4th Crof Interrog^y by same Counsel

Did you direct the Sheriff to levy the attachment upon any property? If yes, when was this property at the time you gave such directions; and do you know when said property had been bought and by whom?

Answer

I said, The property was in the Rock Island freight Depot - I think the property was bought of Lawrence Myers & Co of N York - I think it was bought by Mr Layton - 5th Cross Interrogatory by same Counsel

Did you not have frequent conversations with persons who had been connected with the business of H. A. Layton & Co soon after serving out your Attachment in endeavoring to ascertain in regard to the affairs of said Company, and can you recollect and state with what persons you had such conversations and the particular facts which you ^{learned} from such persons with whom you conversed?

Question objected to by Jeff's City

Answer, All the conversation I ever had was in regard to Beisha, W. King - I don't recollect of having had conversation with many persons. I cannot recollect the persons with whom I conversed, and could not state the facts learned from anyone

6th Cross Interrogatory by same Counsel

Did you not converse frequently with A. F. Arthur in regard to who was the secret partner in the firm of H. A. Layton & Co about the time you served out your Attachment?

Question objected to by Jeff's City

Answer, I have no distinct recollection of A - 7 Cross Interrogatory by same Counsel -

46.

Can you state particularly, and with your own position, as to the time when, place where, and person or persons with, whom you conversed in regard to Eliza King being a partner, and detail the conversation or conversations you had with, them about the time of your signing out your attachment?

Question objected to by Plff's Atty

Answer — I cannot.

8 Cross Interrog'y. by same counsel

Do you know that the Inventory which has been shown, to you, is a true copy of the original one made at the time of the appraisement? If yes, why? Did you compare it with the original, or as you know of your own personal knowledge, that any one else did? Do you know that the valuation put upon the Articles is the same valuation put upon them at the time of the appraisement? State only of your own personal knowledge.

Answer,

I know that my signature at the top is mine. I don't know that I compared it, or that I did not; I do not personally know of its being compared. I could not swear to the valuations being the same, but I am satisfied it is.

9 Cross Interrog'y. by same counsel

What are your means of estimating the value of the property included in your inventory other than such

47.

as consisted of wines and liquors? Have you been to any considerable, and to what extent a dealer in the other kinds of property mentioned in the inventory? Would merchants and dealers in the other articles be more or less fitted than you to judge, of the value of the respective articles in which they deal?

Answer

Nothing more than general knowledge of what I have by buying more or less of the articles. I have more dealt in the other kinds of property. Merchants and other dealers would be better qualified to judge, of the other articles than I should.

Direct Examⁿ resumed

Interrog^y: by S. Ashton, Peff's Atty.

Did you not find out after you had served out the attachment against H. A. Layton, & W^m A. King that you had brought your suit against the wrong persons? and afterwards serve out another ^{suit of} attachment against H. A. Layton & Elisha W. King, as composing the firm of H. A. Layton & Co and for the same goods sold H. A. Layton & Co for which the first attachment was taken out by you; and did you never a fragment upon the second writ of attachment against H. A. Layton & Elisha W. King as composing the firm of H. A. Layton & Co? but was it for the same goods upon which the first attachment was levied against H. A. Layton & W^m A. King?

Question objected to by Peff's Atty

Answer

Said, for the same goods

Q Interrog. by same Counsel—

Do you know of the Defendant taking any money belonging to the plaintiff; or of his otherwise claiming and getting possession of any moneys? If so State what amount and from whom he received it? State if the Defendant was then in possession of the goods mentioned in your affidavit, and then contained in the building, 179 Delancey Street?

Answer

The Defendant took possession of some money from Mr. Beigeman, being the receipts of the house from the time of the 1st of Aug up to the closing up. The amount was \$22⁰⁰, as near as I can recollect. The Defiant Sheriff had possession of the goods—

Subscribed & sworn to before me this
14th day of May 1853

H. S. Rucker,

County Judge &c

Seander Reed

State of Illinois }
County of Cook }

I Henry S. Rucker County Judge in and for said County, do hereby certify that the foregoing depositions of Milton, S. Patrick, Aaron Kern, and Seander Reed, were this day taken by and before me under and by virtue of the agreement or consent of parties, as set forth in the caption thereto, that said depositions were by me sworn in due form of law, and that they severally subscribed their respective depositions in my presence.

49,

Given under my hand this 14th day of May A.D. 1853
H. L. Rucker,

County Judge,
The

2

plaintiff then introduced H. B. Young who being first
duly sworn

I made the Schedule attached to the deposition
of Horn & Reed & was present when the appraisal was
made by Trus, Horn & Reed. I took down the articles
valued at the time & from the original memorandum
I made a copy in the best form which, copy I think
was compared with the original. The original memo-
randum was in pencil & was made the last of Decem-
ber 1853 or in Jan'y 1854. The Deputy Sheriff Ryan was
in possession of the property at the time.

Ex^o C^o

I knew William King when he resided in Chicago
First saw him in the latter part of the year 1852 or early
in 1853. He then resided on LaSalle Street. Was in the
grocery business at N^o 9 Clark Street. Do not recollect
who compared the Schedule & the appraisement with
me. Horn, Reed & Trus gave me the amounts which
I set down on original Schedule.

3

William Trus was then introduced by the Plaintiff who being
sworn said,

I live in Chicago & am a clerk in the wholesale
liquor business. I aided in making the appraise-
ment of the saloon N^o 9 Clark St Chicago in

50.

March 1854 I think. It was about the time of the
1854; the building was in possession of the Sheriff,
Joseph Examination.

I have been in business in Chicago about 3 years in
the liquor business. Have bought & sold carpets, dry goods
& groceries now or then. Never been in hardware busi-
ness. Never often been in carpet store, am not as
well qualified to judge of the value of carpets and oil
cloths as others engaged in such business. Not as well
qualified to judge as dealers in the articles. Or as
certained the amount of liquor by gauging.

William, H. Otto, was then introduced as a witness on the part
of the plaintiff who being duly sworn, saith,

I am a paper hanger in Chicago, I know
the Saloon, N^o 9 Clark Street. Being paper there in
September 1853. Layton, paid me for the
paper hanging, & I had previously agreed to Wil-
liam, H. King. He sent me off & said not pay it.

John Bach, was then introduced as a witness on the part
of the plaintiff who being duly sworn saith,

I did some \$40 worth of Carpenter's
work in the Saloon, N^o 9 Clark Street. Layton, paid
me for the work. Afterwards sent in some bills
received on King for the same. He sent me to Layton
& Layton paid me. Layton H^o now owe me
\$40.

The Plaintiff then introduced a Power of Attorney

31.

purporting to be executed by Eliza A. King to William
A. King, dated October 1853 which was read in evidence

Power of Atty

Now all men by these
Presents, That Whereas Eliza A. King
of the City County and State of New
York intend entering into the business
of keeping an eating saloon, and drink-
ing saloon in the City of Chicago
State of Illinois. Now Therefore Know
Ye, that I have made constituted and
appointed and by these presents do make
constitute and appoint William A. King
of the City of Chicago aforesaid my true
and lawful Attorney for me and in my
name, place and stead to do and
perform any act appertaining to my
business property rights and effects aforesaid
either present or prospective of what-
ever name or nature which I have or
may have in the City of Chicago
State of Illinois. Giving and Granting
unto my said Attorney full power
and authority to do and perform all
& every act & thing whatsoever requi-
site & necessary to be done in & about
the premises as fully to all intents

52.

for purposes as aforesaid or could do if personally present, with full power of substitution & revocation. Herby ratifying & confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue hereof

In Witness whereof I have hereunto set my hand & seal this thirteenth day of October, one thousand eight hundred & fifty three

(Signed)

Charles Henry Paul

Acknowledged same day before
John W. Phipps, a Notary Public
for the State of New York

Filed for Record Nov 2 1853

The above power of attorney is a correct copy from the records of Cook County & may be inserted in the Bill of exceptions in the case of Kisselman vs Brady in lieu of the original

H. Frink

for Plffs

The plaintiff then stated his case & the Defendant
to sustain the plea upon his part. introduced in evi-
dence the Deposition of W. Denman, which, was read in
evidence as follows,

Exhibit N^o 1 Referred to in Deposition, of Milton, S. Patrick
of 300 — Chicago Nov^r 1st 1853

of one
 (and)
 Patrick

Sixty days after date for value received in joint
and severalty promise to pay to Jones & Patrick or order
Three Thousand Dollars with interest at 10 per cent
until paid. Payable at their office on Clark Street, having
deposited with them as collateral security, with authority to
sell the same on the non performance of this promise,
and that at auction or private sale, either with or without notice
at their option, and to return, sufficient of the avails of said
sale to pay the above interest and all cost of said sale —

A. A. Layton, Esq

We now all men by these Presents, That whereas the
subscribers are justly indebted to William Jones and Milton S.
Patrick in the sum of Three Thousand Dollars, for which
sum the said subscribers have executed our promissory
note of some date herewith, bearing interest at the rate of ten
per cent per annum, payable Sixty days from date to
the order of Jones & Patrick. Now Therefore in consid-
eration of the promises, in do hereby make, constitute and ap-
point — every attorney, of any Court or Record
to be our true and lawful Attorney, irrevocable, for us, and in
our names and stead, to make our appearance before any
Judge of the Peace, or any Court of Record in the United

34.

State of America, among of the Territories thereof, at any time
 from and after the date hereof, to render the service
 of procuring, issuing, a declaration, and giving a judgment
 in favor of William Jones & Milton L. Patrick or their
 assigns or assignees, upon the said note for the above sum
 or for as much as appears to be due, according to the
 tenor and effect of said note, and interest thereon to the day
 of the entry of said judgment, together with costs and
 Attorney's fees and fees to file a cognovit for the amount
 that may be as due and to release all errors that may
 intervene in the entering up said judgment, or giving
 the execution thereon, thereby ratifying and confirming all
 that our said Attorney may do by virtue thereof.

Witness our hands and seals this day of 1895
 In presence of
 A. G. Smith
 Clerk W. King by C. D.
 his attorney, in fact W. King C. D.

Exhibit "A" found to in Nelson Horn's Disposition

We the undersigned
 certify that the annexed is a true and perfect inventory &
 appraisement of the goods and chattels listed upon by
 the Sheriff belonging to Michael Kiehlman

S. Reed
 N. B. Long

N. B. Long

1	Seam	\$ 6.00
1	Looking glass	5.00
6	Chain beam seat	6.00

55.	1 Extension Table	15.00
	1 Lamp	30.00
	1 Stove & pipe	7.00
	1 set curtains & fasts	5.00
	1 Table cover	1.00
	2 Window Shades	1.00
	1 Table	1.00
	1 Carpet 31 yds	77.50
	1 Spittoon	35
	1 Carpet up stairs	16.50
	1 round Table	7.00
	1 Bedstead	5.30
	1 Mattress	3.00
	1 Looking Glass	2.00
	1 Stove & pipe & 1 wash Stand	12.00
	1 Spittoon	1.00
	1 Rocking chair	1.75
	3 chairs	17.50
	1 Bedstead	5.30
	1 Mattress	1.50
	1 Sofa Bedstead	14.00
	1 table	1.00
	1 Burner & Glass	10.00
	1 Washstand & Stove & pipe	13.00
	1 Table	8.00
	1 Rocking chair	4.00
	3 chairs	8.00

\$148.00

56.

3	Chairs		2.88
1	carpet		20.00
1	clock		4.00
1	cotton, Mattress Bed		20.00
2	Double Woolen Blankets	4.50	9.00
2	Shades		1.00
1	Looking Glass		5.00
1	Table		1.00
1	Do		3.00
5	Chairs		5.00
1	Seating		15.00
1	Table cover		1.00
1	carpet in, Small Room		2.00
1	Sofa settee		1.00
1	Chairs		.75
	Mattress & Bedding		2.50
1	Bedstead		1.00
	Window Shades		3.00
2	Baskets. Sugar & coffee		3.00
1	Ice Box		8.00
2	Fits	111+	1.35
1	lock stove, pipe & furniture		40.00
22	Pine Trim, now in Kitchen		12.00
1	Sofa settee		1.75
1	Seating		1.50
2	Tables		1.50

57.

1 Lot Stone jar	\$347. ⁶³	1.50
1 Braided Mattress - over Kitchen		5.62
4 Flat Irons		1.50
3 chairs		1.00
Chairs & Cushion (in Bar Room)		44.35
1 awning & Iron Frame		28.00
1 Sign		2.00
Shades "Girders"		5.00
1 Table		2.00
4 Stools		4.00
5 Pictures in Bar Room		18.00
1 Do " " "		11.00
1 Do " " "		9.00
1 Do " " "		8.50
3 Seats in Bar Room		35.00
1 Counter " " "		14.00
3 Sharpening Disks		2.00
Plumbing		10.00
1 Cupboard & Bench to Box		35.00
Bell for Room		9.00
Curtains		8.00
Cushion, Seats		6.00
1 Heater		5.00
2 Statues		7.00
3 Set Drawers out Box		6.00
1 Desk		4.50
1 Stone Pipe & Down "in Bar Room"		30.00

58.	2	Bills in Stalls			9.00
	5	Bugs Clean		\$8	15.00
	1	Lot Glass Fixtures			22.76
	1	Do Paper			1.25
	1	Lot Beams Hurray ofay			1.50
	1	cracker Bowl		(685 ⁷⁶ / ₁₁)	1.25
	7	Kulms			.35
	1	Gau Spittoon			1.50
	13	Dermiphus	'au enis'	at	9.75
	28	Turnburs	per day	10/-	9.91
	12	Decantus			13.00
	1	clock	Bar Room		7.00
	6	Mings	"Punch"		4.50
	6	Goblets			1.38
	11	Rock Glasses			1.84
	15	Min. Do			2.00
	2	Vases			8.00
	1	Tobacco jar			1.25
	2	Pitchers			2.00
	1	Waite			1.00
	6	Mugs	common	1/-	.75
	4	Bitter Bottles			1.25
	1	Sugar Lighter			.75
	3	Sigs	in Bar Room		1.50
	8	Spittoons			1.00
	14	Knives			5.84
	16	Fate Spoons	Ray	\$6.00	8.00

59.

19	Forks	Pr Day	15.00	7.96
10	Ten Spoons	" "	3.00	2.50
2	Boxes Saranum		4/-	1.00
2	Do Lotsters		3/-	.75
36	Dinner Plates		1/-	3.25
19	Breakfast Do	Pr Day	10/-	1.98
38	Soup Do	" "	12/-	3.75
38	Lunch Plates			1.92
1	Dz Platters			3.25
7	Dishes	Pr Day	1/2	1.16
4	Do	"	5 (88-19)	2.50
3	Dishes		2/-	.63
3	Large Bowls		5/-	1.87
2	Saals		4/-	1.10
1	(12 inch) Platter			.44
1	(14 Do) Do			.63
	21 Saranum & 14 cups		1/-	4.87
2	Large Bowls		5/-	1.25
3	Plates			1.13
1	Set oil clock in Barroom			53.00
1	wastr			5.00
3	oil clocks (in Stalls)			2.00
1	Funnel & measure		3/-	.38
6	Gall Stone jugs		1/-	.75
1	Large Funnel		2/-	.35
4	Shakers		4/-	.50
1	Rising Tub - Drain R (Zinks)			10.00

60.	6	Chairs	4-	3.00
	1	Lot Air Clocks (in Hall stairs)		3.00
	1	Wander		50
	1	Oyster Knife		75
	1	BBC of kids	83-	3.75
	1	Boiler on stove / Copeys		3.00
	1	Leapst in Small Room		4.00
	1	Spittoon		50
	3	bottoms chairs		4.50
	1	Feather Bed		15.00
	1	Do Do		35.00
	1	Leapst in Back Room		8.00
	1	lot Bed		2.00
	67	Po crochery - Leap Sin. raw 15		10.15
	1	Spittoon	1957 ⁵⁰	50
	1	Furnace		1.00
	1	air clock in Hall		6.00
	23	Po Hitchum Furniture	1-	3.88
	3	Star Pans	4-	1.30
	1	Seams		1.00
		Shore - Sugar Baskets 4- "in Back Room		2.00
	4	Empty Bolo	6-	3.00
	1	Ben Bbl	16-	2.00
	4	Empty Hts	6-	3.00
	1/2	La. di. ti. gracia Organs	23-	20.00
	4/10	" Regus Do	18	7.20
	7/10	" Aluta Do	20	31.00

61.	1/10	Figia Stars	Do	f 20	2.00
	7/10	" Apera	Do	30	15.00
	1/10	" Sonans	Do	20	2.00
	2	Port Broyes	Do		8.00
	4	Baskets Hida lewin	Rts	f 16	64.00
	2	Do " " Do	20	15	30.00
	1	Do " " Do	Do	"	15.00
	15	Bottles " " " Do	Rts	5f	9.38
	9	Bottles Helant wine		2f	3.25
	2	Dy Rts Portu		16f	4.00
	7	Bottles 20 Do		2f	1.75
	2 1/2	Gall Scotch Whiskey		f 3 1/4	5.62
	2	Wash bowls & Ewers		12f	3.00
	2	Small Pitchers		20	4.00
	5	Wine Glasses		1f	.63
	3	Tea Wainers		4f	1.50
	6	By 4f 15 th Butte		10	4.50
	1	Leak Rod 2 Stone Crocks Fin. Kettle			
	1	Beliam 1 Hammer 1 Rusty Rustin & Base			4.00
	1	Half Pipe Ormay 63 Kals f 20f - (1/2 101)			15.50
	1	Tr Wash Robinson Do 4 1/2 16f			83.00
	1	" Do Do " 27 " 16f			74.00
	1	" Do Pittman 33 " 8f			33.00
	1	Bbl Scotch Whiskey 35 " 12f			27.50
	1	Tr Wash Madria Wine 36 1/2 - 729 1/2 f			29.50
	1	" " Portwine 42 1/2 - 1 1/2 44 Kals 10f			51.25
	1	" " Sherry Do 37 = 36 " 8f			36.00
	1/2	Gall Port wine		f	5.00

62.	1 1/2	Gall Madeira Wine	8/-	1 50
	1/2	" Brandy	16/-	1 00
	1	" Do	16/-	2 00
	1/2	" Madeira Wine	8/-	50
	1	" Single Brandy	12/-	1 50
	2	" Sioton Wine	6/-	1 50
	4	" Port wine	17/5 3/4	4 00
	12	Wine	33 25	
		Least Regan	22 50	
		Sicence	37 50	
				1770 61
				141 66 1/2
				1913 35

(4) The Plaintiff then, stated his case & the Defendant to sustain the plea upon his part, introduced in evidence the deposition of C. W. Garrison which, reads, evidence as follows -

Same Circuit Court

Expos. P. Bradley
ad.
Michael Lippman

To Samuel Ashton Esq
Plff's Atty

Sirs

Take notice that on, Wednesday May 9th 1855 at 10 o'clock A.M. before the Hon. H. D. Rucker at his office in the City of Chicago - we shall proceed to take the Depositions of the following persons, viz. C. W. Garrison, A. G. Brintley, Thomas Managham, J. M. Bosc-ford, Th. P. Bird, William, White & R. S. Spaulds &

63.

George S. Thayer, to be used on the trial of the above entitled cause. When & where you may or present & or examine should you think fit so to do.

The examination to be continued from time to time all the testimony is taken, affidavit having been filed in the above entitled cause pursuant to the Statute.

Yours — William W. Bradbridge
Chicago Apr 24 1858 — Duff's Atty

Depositions

Taken under compulsion and to the annexed notice, and the acquiescence of the parties thereto, at the office of and before Henry S. Tucker, County Judge, of Cook County, and to be used as evidence in a suit pending in the Circuit Court of Kane County wherein Michael Kirgelman is plaintiff and Cyrus P. Bradley is Defendant, taken on the part of the Defendant —

May 9th 1858, parties present by their Attorney and by their agreement the taking of the Depositions is continued to May 11th at 9 o'clock A.M.

May 11th parties by their Attorney appear and the taking of Testimony commenced.

Present the Defendant by C. S. Williams his Atty

" " Plaintiff " Ashton & Smith " "

Deposition of August W. Benson who being of lawful age and Deposition first duly cautioned & sworn, deposes and testifies as follows

1st Interrog; by R. S. Williams Defendant's counsel

64.

What is your age and occupation, and so on as you reside? Are you acquainted with the parties to this suit, and how long have you known them?

Answer — I am thirty four years old, am a ~~mechanic~~ Merchant residing at Chicago. I am acquainted with Cyrus P. Bradley. I do not know the Plaintiff.

2^d Interrog; by same counsel

Did you know William King while he resided in Chicago? If yes, where did you know him, in what business was he engaged, and when did he leave Chicago? State what his business was immediately before he left Chicago this city?

Answer — I did not know him.

3^d Interrog; — by same counsel

Did you know the building known as the "Election Saloon" on Clark Street Chicago? If yes, state its situation, whether or not you did any thing in inspecting and appraising certain goods, liquors or personal property in said building and when? and did you make a written invoice of said property, and who, if anyone, assisted you, or was engaged with you in making an appraisalment of the property in said building? State whether or not all the property in said building, was appraised, or how otherwise?

Answer — I remember the No of the building and think that was the same, the building was No 9 Clark St.

65.

on the 1st of February 1854. I examined and appraised some property, consisting of liquors, and groceries, wine and cigars, being in that building and the shed attached to it. I saw up a written invoice or appraisal, which was copied by Mr. Harman, and compared by me. Arthur B. Brady, Harry K. Botaford, Mr. Hallister of the firm of Beecher, Hallister & Co. is the first name I believe, apisted in the appraisal. I understood that all the property there was appraised, but I did not examine it all.

4th Interrog; - by same counsel.

Who, if anyone, pointed out to you said property; and what examinations did you make thereof? - I ask, you in possession, the invoice made by you, or a copy thereof? If you produce it and attach it to your deposition, and state whether, or not it is a true and correct description of the kind of articles in said building, appraised by you, and what was the total amount, in value of the articles appraised by you? State the particular business in which, you have been engaged, and the firm or firms with which, you have been connected within the last 8 or 10 years, and your means of judging the value of the articles mentioned in your invoice?

Answer. Deaf, Shiff Ryan; Mr C. L. Harman (and Mr H. L. Williams, and some other persons about there whose names I did not learn at the time, helped to look up the goods. I inspected the articles; tasted and smelt of the liquors; and carefully examined the various

66.

"P,"

articles as to their quality and quantity. I have an invoice taken from a pencil memorandum made at the time and examined and compared by me. This is the paper mentioned exhibit "A" now attached to my deposition. It is a correct and true description of the articles appraised by me, and the total valuation as made by me is \$352.24 at that time. In 1845 I commenced business with Lane, under the firm of Lane & Denman, at 141 Water Street in Chicago, in groceries and dry goods. I remained in business with him about a year and a half, bought him out, and continued the same business alone about a year and a half; then formed a partnership with F. D. Gray and continued the business under the firm of Gray & Denmon, the business was continued only as a wholesale grocery and liquor business, until March, 1854, when we took as partners Mr. Phelps, and are still continuing the business under the firm of Gray, Denmon & Phelps. My means of judging the value are the having dealt in the articles, and the experience I have had in the business. I have not personally handled liquors for the last three years.

5th Interrogatory by same Counsel.

State whether, or not you examined & appraised all the property in the building and shed, of the same description with the articles mentioned in your invoice. If not what articles did you leave out?

Answer, I appraised all of the kind and description

67.

mentioned that I could see, and that was pointed out to me, and supposed that I had appraised all that there was.

Verdict Examination

1st Ques. by Samuel Ashton, Attorney for plaintiff.

Were you through the entire farm house: up stairs and down? and who let you in, at the time you entered said saloon, and made the appraisements of the articles mentioned, and who requested you to make said appraisement, and what were the ^{particular} articles appraised by you? Did you appraise all the articles, and was your statement extended?

Answer,

I think I was not up stairs; I was in, all of the lower story as I supposed, viz in the Saloon, kitchen and shed. Deputy Sheriff Regan opened the premises, C. L. Harman, requested me to make the appraisal. Wines, liquors, cigars, accessories, and groceries were the articles, I appraised. I appraised all the articles enumerated in that list but did not extend on the original memorandum, but extended the amounts after having compared this list with the original memorandum.

2^d Ques. by same Counsel.

Did you consider yourself a judge of the value and quality of wines and liquors, at the time you made the appraisal; and did you appraise said articles, at what they would bring in cash, or at what you supposed them to be worth, and were they appraised at their full value, and at what they would bring at that time? Did you know at the time you made said appraisal,

68. that the price of wines and liquors had considerably increased in the market, and was the appraisement made with reference to that fact.

Answer. " I considered myself a reputable judge, of the goods at the time; I valued them, at what I supposed them to be worth. I was aware that the price of liquors had advanced some within 12 months previous, and I appraised them at what I thought them then worth. I do not now remember whether I had any special reference to an advance in price or not.

3^d Prof Interrog; by same counsel.

Might there not have been more goods of this description in the house at the time, those were appraised by you? and would you have been willing to give more for the articles you appraised than the prices which you appraised them?

Answer. " There could not have been in the premises, I inspected and they were concealed. There might have been upstairs. I should not have given more for the articles than I appraised them at.

4th Prof Interrog; by same counsel.

Are all the facts stated in your answers to the interrogatories on the direct examination derived from your own personal knowledge, or from what you have heard others say?

Answer. " From my own personal knowledge."

69.

11th day of May 1853-

A. L. Kocher

L. W. Benson,

les jours 9

#

Deposition of Arthur G. Barclay who

Answer

What is your age, and occupation, where do you re-

My age is 42 years; my occupation merchant; I

2^d Interrogatory — by same counsel.

Did you know the building N^o 9 South Clark St.

Prisoners

I know the premises; I made an invoice

and appraisal of the crockery and glassware there February

17854 as contained in this Invoice. It is here perused

and marked exhibit - "B" annexed to my deposition; It is

contains all the articles of that description in the binding

and is a correct valuation of the property, according to my best judgment.

3^d Interrog; by same Counsel.

70.

Who assisted you in making the appraisal of the articles in the building or were engaged with you? In-
to what parts of the building did you go; if into the 2^d and 3^d
Stories, did you see in either of them any casks, barrels, or vessels
containing liquor.

Answer. E. W. Dunsen, M. Bosford, Levi Holister, & Thomas
Mannham, I think were all that were engaged appraising the
goods the time I was there. I went into all parts of the building
I believe I was up stairs in the second and third stories; I
did not see any thing containing liquors in either story of said
stories.

4 Interrogato, by same Counsel

How long have you been engaged in the crockery
and glass business, and what are your means of knowing
the value of the articles appraised by you? State if you per-
sonally inspected the articles in your invoice and
what is the aggregate value thereof; and who showed you
the articles to be valued?

Answer. I have been engaged ~~in~~ ever since 1838.
my means of knowing are buying and selling every
day that class of articles. I personally inspected them
and the value of the articles is \$56.35 and my judg-
ment as Deputy Sheriff Regan I believe his name is, let
me in and showed us the goods.

Cross Examination

1st Cross Interrog; by S. Ashton, plaintiff's Counsel.

7th. Is the appraisal of the articles referred to in your testimony as much as you would ask for the same articles if sold by you, to a purchaser out of your store?

Answer Some of them are, and I should think some of them are not. Some are at what I would sell for, and some are lower.

2^d Cross Interrog; by same counsel

Who requested you to make the appraisal at the time you appraised?

Answer I think it was Geo. L. Tucker. That is my impression, now.

3^d Cross Interrog; by same counsel

Are all the statements in the answers you have made derived from your own personal knowledge, or from hearing?

Answer My own personal knowledge,
Direct Examin^r Resumed.

4th Interrog; by G. L. Williams - Defendant's counsel

Are or were not the articles mentioned in your invoice secondhand articles; and what is the difference in nature between secondhand articles and new ones?

Answer They were all secondhand articles; in glassware the depreciation on secondhand articles would be about 15 per cent, and in crockery about 50 per cent.
Sworn to & subscribed

before me this 11th day of May 1853

A. L. Tucker,

County, Judge

Arthur L. Purley
J

(The Defendant then introduced in evidence the depositions of L. K. Boteford, Thomas Meenaghan & Thomas P. Pagan, which were read in evidence as follows.

Deposition of Chas. K. Boteford, who being of lawful age, and first duly cautioned & sworn deposes and answers as follows viz.

1st Interrog: by C. S. Williams Defendant's counsel.

What is your age and occupation and place of residence and are you acquainted with the parties to this suit of

Answer. My age is forty three, occupation hardware and tin ware dealer, and have been until lately engaged also in the stove business, I reside in Chicago, I am not acquainted with Grigelman, but know Mr Bradley.

2^d Interrog: by same counsel.

Do you know the building N^o 9 Levee Street in Chicago, known as "Exelcis Saloon", and did you at any time and if so when, make an inventory and appraisement of any property in said building, and if so of what? Is such inventory now in your possession? If so, please produce the same, and state whether it is a correct inventory and appraisal of the property in said saloon, or how otherwise?

Answer. I know the Saloon, or place where those goods were. About the first of February 1884 I made an appraisal of the hardware, tinware, stoves & there. I have the same now here produced and marked exhibit "C" and

73. annexed to my deposition. It is a correct inventory and valuation of the property, according to my judgment amounting to \$11,921

Interrogatory by same counsel -

Who, if any one pointed out to you by the property and in what part or parts of the building did you find the same? Did you go into the 2^d and 3^d stories of the building? If yes, how were the same occupied; and did you not see in any of them any barrels, casks or kegs containing liquor?

Answer - I think Mr Ford pointed out the things; they were in the 1st 2^d and 3^d stories of the building, and in the kitchen and the rear south of the building. I was in the second & third stories; a family occupied the front of one of them, and they were pretty much torn up, and things in confusion. I saw a cask, or pipe in the rear; I did not see any casks or liquor vessels in either of the 2^d or 3^d stories.

4 Interrogatory by same counsel -

How long have you been in the hardware business, and what means are your means of judging of the quality and ^{value} of the kind of articles included in your inventory? Were the articles included in your inventory new, or had they been used, and if used how long in your opinion?

Answer - I have been in the business a little over twenty one years in Chicago - My means of knowledge, are

74. the dining in each article. The articles were all old second hand; they appeared pretty hardened, but I cannot say how long.

Verdict Examination,

1st Crof Interrog; by S. Ashton Plaintiff's counsel.

Did you appraise all the hardware, stoves and tin ware in the building, and was the appraisement made with reference to the actual value of said articles, or what you supposed them to be worth? Would you have been willing to have sold articles of a similar ~~same~~ character out of your store for the prices for which you appraised them.

Answer. All that they showed me I appraised. I think I appraised all there was there except a stove in this room where the family was; I am not sure whether I appraised that stove or not. I appraised them with reference to their value, what they would sell for. I should have been willing to have sold them out of my store at those prices.

2^d Crof Interrog; by same Counsel.

Who was in possession of said premises when you went there; and was the business of said saloon closed & stopped and who requested you to go, and make the appraisal, and was the amount of your appraisal all of the would bring if bought by a person going into that kind of business.

Answer. The Defendant was in possession by one of his

75. departed. I don't know his name. The saloon was shut
up; every thing was upside down, I think it was Ober Mas-
ters that got me to go and value the property. I think the
amount was all the articles would have brought to any
person, who was in want of them for that business. I
tried to give them a good fair appraisal, as much as
they were worth.

Sworn to & subscribed before me this 11th

day of May 1853

A. S. Rucker,

County Judge &c

J. H. Botsford,

Deposition of Thomas

Monahan, who being duly sworn deposes & answers - viz

1st Interrog, by C. S. Williams defendant counsel

What is your age and occupation, and where do
you reside, and are you acquainted with the parties
to this suit?

Answer. My age is forty one years; I am engaged in the
cabinet business, and reside in Chicago, where I have been
doing that business some twelve years. I know Sheriff
Bradley, but am not acquainted with the plaintiff
(Mr. Kitzman)

2^d Interrog, by same counsel

Do you know the building N^o 9 S Clark St.
known as "Evelsins Saloon" and did you at any time
and if so, when, make an inventory and appraisalment
of any property in said building, and if so of what?
Is such inventory now in your possession, if you, produce

76. the same, and state whether it is a true and correct inventory and appraisal of the property in said building, appraised by you, and what is the total value of the articles mentioned in said inventory?

Answer. I know the building, on the first of February 1834 I was called to appraise the value of furniture in the building. I made an inventory and appraisal, of chairs, tables, stands, busts, beds, bedding, looking glasses &c. The inventory is now now produced marked "Exhibit - D" and annexed to my deposition. It is a true and correct inventory and appraisal according to justice in my judgment. The total value of the property is \$243.68

3^d Interrogatory, by same Counsel

Who, if any one, pointed out to you the property, and in what part or parts of the building did you find it?

Did you go into the 2^d & 3^d Stories of the building? If yes, how were the same occupied, and did you or not see in either of them any barrels, casks or kegs, containing liquor; and did you or not appraise all the furniture in the building?

Answer. The Deputy Sheriff I think it was, pointed it out, it was some one who seemed to know the premises. I went into the 1st 2^d & 3^d Stories. No one appeared to be occupying the premises except the fourth room of the 2^d Story. There were two or three children there; a family claiming some few articles as belonging to them, such as a cradle, a small chair, some bedding, and a

77.

little crockery." I saw no liquor kegs, or casks in the 2^d or 3^d stories. I think all the furniture was inventoried and appraised except the few articles claimed by the family. The Sheriff and I searched the house from top to bottom.

4th Interrogatory by same counsel.

What are your means of judging of the quality and value of the articles described in your inventory were the articles new or old, and what was their quality and value, as compared with new articles?

Answer,

I judge from the fact that I am and have been dealing in articles of the same kind. They were old second hand; some of them pretty heavily used. Taken them in the aggregate I don't think they were worth over fifty per cent of the value of new articles.

6th Interrogatory.

1st Interrogatory by Ashton Plaintiff's Atty

Did you appraise all the furniture in the building; and was the appraisement made reference to the actual value of the articles or what you supposed them to be worth? Would you have been willing to have sold articles of a similar character, description out of your store for the prices at which you valued them?

Answer,

I appraised all the furniture excepting those articles named. I appraised at what I supposed them

78.

to be worth; at what they would bring if offered for sale at public sale. I should have been willing to have sold such articles out of my store at the same prices.

I keep testimony by same counsel

Who was in possession of said premises when you went there; was the business of the establishment going on or closed; and who requested you to go and make the appraisal? Are you sure that the family had a cradle, and claimed tracing &c would you put three eating stoves up for the same you appraised them at?

Answer. The Deput Sheriff of Mr Bradley, the Sheriff had the key and let us in; the house was closed, un-
ten, and things up side down. I think Mr G. S. Ken-
nons called me to appraise. I am sure the family
claimed some articles. There was a child there a year
& a half old and a cradle. The family appeared to
be there temporarily. I would not put up the stoves
for the price I appraised them at, but if they were
torn down and at my store I valued them at what
I should have sold them at.

Subscribed & sworn to before me this 11th
day of May 1853

A. S. Rusk,

County Judge, &c

The Magnahan

Further examination of
witnesses continued to May 12th at 9 o'clock A.M.

79.

May 12th Examination resumed, pursuant as of
on yesterday.

Deposition of Thomas P. Byrne, who
 being first duly sworn, &c answers.

1st Interrog; by E. S. Williams Deft's Atty

What is your age, residence and business;
 and how long have you been engaged in, the same? Do
 you know the parties

Answer

I am thirty one years of age, I reside
 in, Chicago. I am in the gas fitting and crockery busi-
 ness. I have, been in the gas business about five
 years and in the crockery about two - I know the
 parties

2^d Interrog; by same counsel

Did you at any time, and if so,
 when, make an inventory and appraisal of certain
 property in the saloon, N^o 9 Clark Street Chicago?
 Did you or did you not appraise all the property
 of the kind and description mentioned in your
 inventory? Who showed you the property? Is the in-
 ventory now in your possession, if you produce
 it, and state whether it is a true and correct inventory
 of the property and appraisal thereof; or how other-
 wise? and what is the total value thereof, and is the
 value therein mentioned a true & correct value of
 the property therein mentioned?

Answer

Said, about the first of February 1884

80.

I appraised all the property of the kind
then I saw or could find. Mr. Baker, showed me
the property. I have the appraisal, it is here
produced marked Exhibit "F" and annexed to
my deposition. It is all that I considered the
articles worth. The total value is \$12,64 I con-
sider the value named as a true and correct val-
uation.

Subscribed & sworn to before me this 14th day of May 1853
of May 1853

A. S. Rucker

Thos. P. Byrnes

The Defendant
then introduced the Deposition of Eli F.
Hallister, which was read in evidence as follows.

May 14th Examination, Examined, Res-
ponded on Saturday last.

Deposition of Eli F.
Hallister, who being of lawful age and first duly em-
powered & sworn, deposes and answers as follows, on

1st Interrogatory by E. S. Williams Deft's Atty.

What is your age and
occupation, where do you reside and do business,
and are you acquainted with the parties to this
suit?

Answer. I am thirty years of age; I am in
the carpet and upholstery business in Chicago
where I reside, and am acquainted with the
parties.

2^d Interrog; by same counsel

Are you acquainted with ~~Wm. J. Brown~~,
 King who he resided in Chicago? If yes, when
 did you become acquainted with him, what
 was then his business, and where was then
 his place of business? were you acquainted
 with the firm of H. A. Layton & Co and as you
 know when they first commenced business
 and where and what was it; and did you
 do business with said firm, and if yes,
 who was the man or the man with whom
 you transacted business, and what was
 the nature of the business?

Answer, I was acquainted with him; it was some
 time in May 1853 that I became acquainted
 with him; he was then doing a grocery busi-
 ness alone; his place of business was on Clark
 Street Chicago, between Lake and State, Streets;
 I think it was N^o 9. I was acquainted with
 the firm of H. A. Layton & Co. I think it
 was sometime in the first part of September
 1853 that I first became acquainted with Mr
 Layton & the firm, of H. A. I do not know
 when they first commenced business, they
 were doing business, keeping an eating saloon or
 Restaurant, drink - saloon, Oysters &c. at the
 old stand of ~~Mr. King~~ on Clark St - I did business
 with the firm, with H. A. Layton and ~~Wm. J. King~~.

82.

I sold them some carpets, an old cloth, and different articles in my bin at different times.

3^d Interrog; by same Counsel,

Which of the persons Layton, or W^m King did you sell goods to more frequently? Were you ever at the place of business of H. A. Layton & Co? Did you know of any person or persons acting or claiming to act as partners in the firm except H. A. Layton & W. J. King? and if you whom? Did you ever hear the name of Elieha, W. King mentioned as a partner in said firm? If yes, when did you first hear his name mentioned? Did you ever see or know a man by that name in the City of Chicago?

Answer

I dealt mostly with W^m King. I have been at their place of business. I did not know of any other persons as partners except H. A. Layton & W^m King. I have never heard Elieha, W. King named as a partner, and have never known of such a man in Chicago.

4th Interrog; by same Counsel,

Did you at any time and if so when, make an inventory and appraisalment of this property in the Saloon, 179 Clark Street? If yes, when, who showed you the property, in what part or parts of the building was it? Have you the inventory which you made in your possession,

83.

If you please, and state whether, it is a true and correct description of the articles appraised by you, and their value, and what was the total value of the articles appraised by you? State your means of judging the value of such articles, and the, and the name of the firm with which, you are now connected?

Answer

I took an inventory on the first of February 1854. The property was partitioned out to me by the Sheriff Mr Brady. part of it was in the first floor, and the balance was in the second floor. I have the inventory or appraisal, it is here produced marked Exhibit "C" and attached to my deposition. It is correct I believe, the total value is \$78.16 I am and have been for 10 years past constantly dealing in the articles that I have appraised there. The name of our firm, is Bucher Wallcut & Perkins.

Ist Interrogatory by same counsel

Did you ever see any of the articles included in your inventory, previous to the time you made said inventory? Did you ever sell any of said articles? If yes, when and to whom? If you sold any of said articles state which, and to whom, and why you can identify the same, and the person to whom sold?

Answer

I saw part of them previous to that time. Sold a separate portion of said articles; part of them

84. to W^m O'Kiny April 4th 1853. part of them May 3^d 1853 also to W^m O'Kiny. I sold the oil cloth door 4 1853 to H. S. Langton & Co. I identify the goods by the platform and recognized them as the same goods previously sold. All the articles except the oil cloth, and the pair of window shades were sold to W^m O'Kiny at the date above stated. the window shades were not sold by us.

1st Cross Examination
by S. Ashton - part of the Atty.

Now you through the entire building and did you appraise all the goods of that character, description in said building? And state what the particular ~~descriptions~~ articles were you appraised and who requested you to go and make said appraisement; who had possession of the premises and at you in when you went there? and what was the condition of the goods in said building?

Answer. I am not positive as to whether I was through the whole building. I went on to the second floor and appraised all the goods of that character that were pointed out to me and all that I saw there. I also appraised all I saw on the first floor. I do not recollect whether there was a third story or not. I have no recollection of going through any but the storeroom. I appraised carpets, oil cloths and window shades. Mr. Walter requested me to go and

85;

make the appraisal. Sheriff Bradley was in possession and let me in. The goods I appraised were in their original situation; carpets were on the floor &c. but the furniture & goods generally were disarranged, and in much confusion and disorder.

I cross interrogate by same counsel

Might there not have been other goods of the same description in the building which you did not see, and were not appraised by you, and were not in your list? Did you at the time you made said appraisal measure the goods or did you guess at the quantity?

Answer,

I think there were not any other goods of the kind in the building which were not appraised by me. I cannot answer positively; there might have been other goods, but I supposed I saw them all. I did not measure them; I judged the quantity as near as I could by counting the sheets and stapling off the lengths. I took the measure of the oil cloth from our books.

I cross interrogate by same counsel

Were not all the purchases you have mentioned as being made by Wm. A. King - purchased by him for the firm of H. A. Layton & Co.? And were not all of the best purchases made for H. A. Layton & Co. and was not only a small portion of the goods purchased by King while he was alone in business? Did you not know that Eliza A. King

86.

was known and represented as the partner of H. A. Layton? But might there not have been such a person as Eliza W. King connected with said firm, residing this City during all the time said firm existed without your knowledge?

Answer,

They were not all purchased for the firm of H. A. Layton & Co. All of the last purchases were made for them; only a small portion was purchased by King while alone in business. I did not know that Eliza W. King had any thing to do with it and never heard anything such falsely represented as being a member of the firm. There might have been such a man connected with the firm residing this City without my knowing it.

4th July Interrog; by Saml Cornell.

Now the goods that you appraised, appraised at what they would bring to a person desiring to go into the same business, or at what you supposed them to be worth; and are your statements and answers from your own personal knowledge or from hearsay.

Answer.

I appraised them at what I supposed them to be worth to any party that wanted to buy that kind of goods. I have stated from my own personal knowledge.

Given to Subscribed before me this 14th day of May 1833 } St. L. Rucker
Ct. F. Hollister,
County Judge &c.

The Defendant then offered in evidence three executions issued out of the Cook County Court of Common Pleas in favor of Charles S. & Isaac S. Harmon, against William H. King & another in favor of John C. Williams & also 13 William H. King & another in favor of John C. Burtis & Horace Norton, against William H. King & the existence of the judgments in the Cook County Court of Common Pleas upon which said executions were sworn, issued having been admitted by the plaintiffs Attorney & the record proof of said judgments having been by previous agreement waived, said executions with the endorsements thereon & the returns made thereon were read in evidence as follows:—

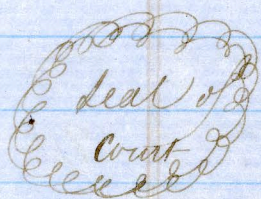
State of Illinois
Cook County

Fi Fa for Plaintiff's Damages

The People of the State of Illinois to the Sheriff of said County Greeting, We command You, that of the lands and Tenements, Goods and chattels of William H. King Defendant in your County, your cause to be made the sum of Six Hundred and seven Dollars and six cents, which Charles S. Harmon & Isaac S. Harmon, Plaintiffs, lately in the Cook County Court of Common Pleas of said County, at a term thereof begun and held at Chicago in said County on the 2^d Monday of September last past recovered against the said Defendant and which by the said Court was adjudged to the

88.

said Plaintiffs for their Damages. And also the further sum of Six Dollars and forty cents which, were adjudged to the said Plaintiffs for their costs and charges in that behalf expended, whereof the said Defendant was convicted, as appears to us of Record. And here you there moneys ready to render to the said Plaintiff for their Damages and costs aforesaid, and make return of this writ with an endorsement thereon in what manner you shall have executed the same in ninety days from the date hereof.



Witness Walter Kimball Clerk of our said Court and the seal thereof at Chicago in said County, this 24th day of October AD 1853.
and upon said Execution was the Walter Kimball

following endorsement, "Rec^d at 10 o'clock, A.M. Oct 29th 1853" — Clerk

And attached to said Execution was the following return to wit,

By virtue of the aforesaid Execution N^o 3673 from the Cook County Court of Common Pleas in favor of Charles S. Harmon and Grace S. Harmon against William King and two other Executions from the same Court. and against the same defendant (King) An. N^o 3674. in favor of John C. Williams, Oscar F. Army and Henry W. Thompson, and the other, N^o 3675, in favor of John C. Walter & Horace Norton, all of said Executions coming to

89.

my horses at the same time. Said on, the thirteenth day of January 1854. Stay on all the night, little and interest of the said William H. King (he being one of the firms of Sayton & King, lately doing business in Chicago) in and to the goods and chattels here attached, to the said Execution N^o 3673 in favor of Charles L. Harmon, and Isaac O. Harmon, as follows - One seven one looking glass - six cane seat chairs - one table - one stove & pipe - one set of casters and seat - one table cover, two window shades, one, one table, one cup - part one spittoon, one carpet, one card table, one bedstead, one bed, one mattress, one looking glass, one stove, and pipe, one wash stand, one spittoon, one Rocker, two chairs, one bedstead, one mattress one sofa bedstead, one table, two waiters, five glasses, one bureau & glass, one wash stand and a pair of tinware, one table, one Rocker, three chairs, 3 chairs, one carpet one stove, one spittoon - cutt. mattress bed, two blankets, 2 spreads, two shades, one looking glass, one table, one table, five chairs, one lounge, casters & seat, one table cover, one carpet, one mattress & bedding, one bedstead, window shades, tubs & some sugar, one ice box, two tubs, one stove and pipe, three wire iron beds in, some mustard - three small lamps, two tables, three stone jars, eight chairs & cushions, arriving & frame, signs, one table, four stools, eight pictures, two trunks, mirrors, back of counter, one chest, one stove and pipe of Harmon, two small bells, twenty

90.

boxes of cigars, five, boxes of claret - four bottles of champagne, three dozen of ale, some paper; some coffee, cracker bowl, fourteen bottles of port, eleven bottles of white wine, six quart bottles of champagne, fifteen pint bottles of champagne, twenty two pint bottles of port, one gallon for maice, Rum, one bucket, four or a half gallons Scotch whiskey, 1/2 gallon of gin, one gallon Port wine, 1/2 gallon ginger Brandy, twenty eight tumblers, twelve, acorn cups, one cloth six rings six goblets, ten wine glasses, fifteen wine glasses two vases, one tobacco jar two pitchers, six rings, four bottles, one agar lighter, six gallons port wine, two spittoons, twenty knives, sixteen spittoons, twenty two forks, ten tea spoons, two boxes of Saranims, two boxes of lobster, fourteen lbs of white sugar, twenty six dinner plates, sixteen breakfast plates, twenty one Soup plates, one dozen platters, twelve dishes three bowls, two ladles, one 12 inch platter, two 14 inch platters, sixteen cups, and sixteen saucers, two sugar bowls, three spittoons, oil cloth, on the Bar room floor, twenty two gallons of Whiskey, thirty two gallons of Sherry wine, thirty six gallons of port wine, two brass fixings - one bureau, & glass one crate of Brandy, containing about six, five gallons, one Barrel of Port wine, one Barrel of Sherry wine, one & three quarters cask of dark brandy, one barrel some port wine, one

91.

Bought some Scotch Whisky, and the lease hold interest of William, H. King, in and to the building or buildings known as the Excelsior Saloon situated (9) 14th St. East. City of Chicago

On the eighteenth day of March 1874 after duly advertising the time and place of sale according to law, I did sell the right, title and interest of the said King in and to the said goods and chattels, to the highest and best bidder for cash for the sum of from Hermana and right, Dollars and forty four cents.

And after deducting from said sum, (\$1780.44) my fees and commissions for buying and selling and expenses of care & of property amounting to \$193.63, Two Hermana & right, there \$600 — Dollars.

I had the sum of — \$ 486.81
From Hermana & right, six \$100 Dollars to a paper on the said three Executions, which, sum I have a paper, pro rata, on the said Executions, as follows —

On the Execution in favor of the said John C. Williams, Oscar F. Army & Harvey Mc Thompson, the sum of \$153.46
On Hermana and right, three \$50 Dollars,

On the said Execution in favor of the said John C. Hatcher, & Birney Norton the sum of \$ 104.95
On Hermana & right \$50 Dollars,

On the said Execution

92. in favor of Charles LeHarmon & Isaac S. Har-
mon the sum of \$238.44 - Two thousand & twenty
eight & ⁴⁰/₁₀₀ Dollars -

In return, the said annexed writ
satisfied for the sum of Two thousand & twenty, eight & ⁴⁰/₁₀₀
Dollars and no more.

Cyrus P. Bradley Sheriff
By W. R. Ryan, Deputy
And

on the back of said Writ of Execution was the following
enrollment, to wit -

Record of C. P. Bradley Sheriff of Cook County
Two thousand & twenty, eight & ⁴⁰/₁₀₀ Dollars on
the within writ -

L. S. Williams

Plff's Atty -

Fi Do for Plaintiff's Damages -

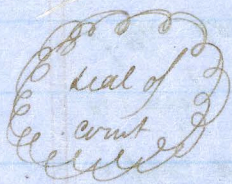
State of Illinois
Cook County

The People of the State of Illinois to the Sheriff
of said County Greeting. We command you, that
of the Lands and Tenements, Goods and Chattels of
William H. Kiser, Defendant in your Court,
you cause to be made the sum of Four thousand
and five Dollars and thirty four Cents, which, John L.
Williams, Oscar F. Avery & Harvey McThompson
Plaintiffs lately in the Cook County Court of Common
Pleas of said County, at a term thereof begun and held

93.

at Chicago in said Court on the 2nd Monday of September last past recovered against the said Defendant and which, by the said Court was adjudged to the said Plaintiff for their Damages, And also the further sum of Six Dollars and forty cents which, was adjudged to the said Plaintiffs for their costs and charges in that behalf expended, whereof the said Defendant was convicted as appears to us of Record And have you these moneys ready to render to the said Plaintiff for their Damages and costs aforesaid, and make return of this writ with an endorsement thereon, in what manner you shall have executed the same, in ninety days from the date hereof,

Witness Walter Kimball Clerk of said Court and the Seal thereof at Chicago in said County, this 24th day of October A.D. 1833



And on the back thereof was the following endorsement "Rec^d at 10 o'clock, A.M. Oct 29th 1833" And

attached to said writ was the following return, to-wit:
By virtue of the annexed writ of Execution, N^o 3674 from the Cook County Court of Common Pleas in favor of John Williams, Decem J. Army and Henry M. Thompson, against William King and two other Executions, from the same Court, against the same defendant (King) On, N^o 3673 in favor of Charles L. Harmon and Isaac A. Harmon, and the other, N^o 3675 in favor

of John S. Walter & Horace Norton all of the said Execution coming to my hands at the same time. I did on the 18th day of January 1834 lay on all the night, title and interest of the said William King (he being one of the firms of Langton King, lately doing business in Chicago in and to the goods and chattels mentioned and described in a Schedule attached to the said Execution of \$36.73 in favor of Charles L. Harmon & Isaac N. Harmon

And on the eighteenth day of March 1834 after duly advertising the time and place of sale according to Law. I did all the night, title and interest of the said King in and to the said goods and chattels, to the highest and best bidder for cash, for the sum of Seven Hundred and eighty Dollars and forty four cents \$780.44 and after deducting from said sum of \$780.44 my fees and commissions for levy & sale and expenses of care of property Found me and mine then 1st 3rd 100 dollars \$293.63

Shad the sum of Four Hundred and eighty six 8th 100 Dollars \$486.81

to apply on the said three Executions, which sum I have applied pro rata on the said Executions as follows—

On the said Executions in favor of the said Charles L. Harmon & Isaac N. Harmon the sum of Two Hundred and forty 40/100 Dollars

95.

On the said Execution in favor of the said John S. Williams, Assen. T. Avery and Harry Mc Thompson, the sum of one hundred and fifty three & 46/100 Dollars.

And the Execution in favor of the said John S. Williams & Horace Boston, the sum of one hundred and four & 2/100 Dollars.

And return the said amount not satisfied for the sum of one hundred & fifty three & 46/100 Dollars and costs, and no more.

Lewis P. Bradley Sheriff
By M. Regan Deputy

And on the back of said Execution, was the following endorsement, to wit:

Received of L. P. Bradley Sheriff of Cook County, one hundred & fifty three & 46/100 Dollars on the within writ.

E. S. Williams, Plffs Atty

Fi Fa for Plaintiff's Damages

State of Illinois
County of Cook

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

We command you that of the Lands and Tenements, Goods and Chattels of William S. King Defendant, in

96.

your County, you cause to be made the sum
of Two Hundred and seventy six Dollars and fifty
cents, which, J. C. Bartles, & Horace Norton
Plaintiffs lately in the Cook County Court of Com-
mon Pleas of said County, as a term thereof
begun and held at Chicago, in said County, in the
2^d Monday of September last past, recovered against
the said Defendant, and which, by the said Court
was adjudged to the said Plaintiffs for their Damages
— And also the further sum of Six Dollars and
Seventy cents, which, was adjudged to the said Plain-
tiffs for their costs and charges in that behalf spend-
ed, whereof the said Defendant was convicted, as ap-
pears to us of Record, and have you these moneys ready
to render to the said Plaintiff for their damages and
costs aforesaid, and make return of this writ with
our endorsement thereon in what manner you
shall have presented the same, in writ, away from
the date hereof.

Witness Walter Kimball Clerk of our
said Court and the Seal thereof at Chicago
in said County this 24th day of October 1853

And on the back thereof was the following
warrant. "Rec^d at 10th clock Am. Oct 29th 1853"
Attached to said Execution was the following
return, to wit—

By virtue of the annexed writ of

97.

Execution N^o 3675 from the book Court, West
of Common Pleas in favor of Sol. C. Walter & Is-
aac Norton, and against William King, and two
other Executions from the same Court and against
the same Defendant (King) one, N^o 3678, in
favor of Charles S. Harmon & Isaac Harmon, and
the other N^o 3674, in favor of John L. Williams
Deacon, F. Avery & Mary McThompson. all of
said Executions, coming to my hands at the same
time, I did on the Thirtieth day of January 1854
Sell on all the right, title and interest of the said William
King (he being one of the firms of Layton and
King, lately doing business in Chicago) in and to
the goods and chattels mentioned and described in
a schedule attached to the said Execution N^o
3673 in favor of Charles S. Harmon and Isaac
Harmon.

And on the Eighteenth day of March
1854 after duly advertising the time and place of
sale according to Law, I did sell the right, title and
interest of the said King in and to the said goods and
chattels, to the highest and best bidder for cash for
the sum of four hundred and eighty Dollars and
forty four cents.

And after deducting from said
sum of \$780.44 my fees and commissions for my
and all and expenses of care &c of property. For

98.

Humana and ninety three & $\frac{63}{100}$ Dollars \$295.63
I had the sum of Four hundred eighty six & $\frac{81}{100}$ Dollars \$486.81
to apply on the said three Executions which sum
I have applied per rates on the said Executions
as follows:-

On the said Execution in favor of the
said Charles S. Harmon & Isaac A. Harmon
the sum of Two hundred & thirty eight & $\frac{40}{100}$ Dollars

On the said Execution of John L. Williams
Acres, E. Avey and Harry McThompson, the
sum of One hundred & fifty three & $\frac{46}{100}$ Dollars and

On the said Execution in favor of the said
Abel C. Walter & Thomas Norton, the sum of one
hundred & four & $\frac{95}{100}$ Dollars \$104.95

And after I return ^{the} said
sums not satisfied for the sum of One hundred
& four & $\frac{95}{100}$ Dollars and no more

Leyrus B. Brady Sheriff

By McReagan Deputy

And

on the back of said Writ of Execution was the
following endorsement to wit:-

Receivd of C. P.

Brady Sheriff of Cook County One hundred
and four Dollars ninety five cents on the
within Writ —

C. S. Williams

Plffs Atty

99.

The Defendant then offered in evidence the Deposition of William White & commenced reading the same, which Deposition is as follows—

May 12th Examination resumed, pursuant same as on yesterday—

Deposition of William White who being first duly cautioned & sworn, deposes

1st Interrogatory by A. Williams Defendant's counsel—

What is your age and occupation, where do you reside, and are you acquainted with the parties to this suit—

Answer

Thirty three— Clerk— 11th 31 North Dearborn St— I am acquainted with the parties—
2^d Interrogatory by same counsel—

Are you acquainted with William King while he resided in the City of Chicago? If so, when did you first become acquainted with him, in what part of this City did he reside, in what business was he engaged and where was his place of business—

Answer

I was acquainted with him; I first knew him two or three years ago when he resided where I first knew him I could not say; I know of his residing in LaSalle St between Washington & Madison Streets. His place of business was at 11th 9 Clark Street. He carried on the Grocery business—

3^d Interrog^y by same counsel

Was said King, engaged in business alone, or in company with any other ^{or persons} persons when you first knew him? Did he at any time after you first became acquainted with him, change his business and if so, for what business did he change it, and when; and did he take in any new partners; and did he remove from the old place of business after such change, if any, and where?

Answer

He was alone. He was sold out by the Sheriff on an execution and then commenced keeping a saloon; I am not clear about the date, it was in the summer of 1853. He took in a partner by the name of Henry A. Sington and continued his new business at the same place.

4th Interrog^y by same counsel

Do you know the name of the new firm? If yes, what was it? Did or did not William H. King, at or about the time of the formation of the new firm change his new place of residence? If yes, from whence did he remove, to what place and what if any thing, did he do with the furniture of his former residence? If any articles of furniture were sent ~~up~~ by King in his new residence - State if you know, what they were what was their value,

and when they were removed if at all?

Answer. The name of the new firm was H. A. Layton & Co. At the time of commencing the new firm, he removed his residence from La Salle St to N^o 9 Clark St, where he had been doing business. He removed part of his furniture to N^o 9 Clark St. He removed his carpets, stoves, crockery, a clock, beds, bedsteads and bedding worth from \$100.00 to \$150.00 I should think. The removal must have been in August or September of 1852.

5th Interrog. by same counsel.

State if you know in what part of the building N^o 9 Clark St the property so removed was placed, and how it was used? What part of the building was occupied by W. E. King as his residence? How many stories there were to the building and state if you know, how the different stories were used?

Answer. It was removed into the 3rd story, the most of it. It was used by King and his wife and Layton, and his wife as a residence for their family. There were three stories to the building, the first floor was used for an eating & drinking saloon, the second floor for two dining rooms and a sleeping room. The third floor was occupied by King & Layton, and their families.

6th Interrog. by same counsel

Did you know Henry A. Layton, and the time when he first came to Chicago? If you

State? Did you know any thing about his pecuniary circumstances, at the time he became a member of the firm of H.A. Layton & Co? Do you know of your own knowledge or from conversation with Layton, or with Mr. King while they were in business, in the saloon and before the purchase of the saloon property by Giguere, what money or property was put into the partnership by Layton, when the same was formed? If so what?

Question objected to by plaintiff's counsel

Answer

I became acquainted with him the day he arrived in Chicago; it was about the middle of August 1853. I know his circumstances at that time. I know what he put into the concern from my own knowledge and from conversations with Layton and King. He put in a feather bed and some bedding. He pawned his watch with John Patrick for \$8.00. I think that was the amount, and sent that in. That was all.

7. King's by same counsel -

Do you know and can you state where Layton came from when he came to Chicago?

Do you know whether he brought with him or had soon after his arrival in Chicago any large amount of money? State all the facts within your knowledge about his pecuniary circumstances and pecuniary condition when he first arrived in Chicago? State

fully all you know with reference thereto?

Answer: I do. He came from Dubuque here. He had not a large amount of money. He had a little money, got on a spree when he first came here and spent it, and King had to pay his board at the Matteson House. I know that King had to take him and his wife to his own home on La Salle Street and board them there.

Interrogatory; by same Counsel

Do you know, and can you state by whom money or property was put into said partnership of H. A. Layton & Co? If you state what money or property was put in by King and what by Layton? State if you know how the partnership property was paid for; who was the active business man in the firm of H. A. Layton & Co? what part if any did King take in the business? State fully all that he did in furnishing money and property for the partnership, if he did any thing? and your means of knowledge in reference to the business of H. A. Layton & Co?

Answer: I do know what was put in. In the first place there was a lease which I paid \$24.00 for which was put in; it was lease of the building N^o 9 Clark St which I bought at auction from Sheriff Hill, and I signed it to H. A. Layton & Co. The \$30.00 that I paid for the lease was furnished by Wm. A. King through F. Karsing. The other capital that W. A. King furnished was \$150.00 in money that I borrowed for

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him, on his wife's watch, a diamond ring, gold watch, chains, rings and some gold trinkets. I also borrowed \$10.00 on King's advanced check which was the first money used in fitting up the Saloon. This was all the money that King ever put in. I have already mentioned the property put in by said King, and also what was furnished by Layton. I do not know how King paid for the property he put in or whether it was ever paid for; I think it was doubtful. Layton's property was only a feather bed, and bedding which was given to Layton's wife by her mother the day she was married, as Mrs Layton told me. W. King was the active man of the firm and appeared to do most of the business. I have mentioned what was furnished and how I knew it; I was there myself nearly all the time. There was nothing done there of any account - but what they told me of and asked my advice about -

9th Interrog. by same Council.

State at what sale it was and when you purchased the lease of the building. N^o 9 Levee St? Was it at the request of any one, and if so, for whom? Did you know of any other persons acting or claiming to act as partners in the firm of H. A. Layton & Co except H. A. Layton and William King? If yes, who, and what did they do? Did you ever hear the name of Eliza W. King mentioned in connection with said

1037. partnership prior to October 1853? State when and under what circumstances you first heard the name of Elisha H. King mentioned in connection with said firm?

Answer— It was sometime in August 1853 when W^m. A. King was sold out by the Sheriff on execution. It was at the request of W^m. A. King that I purchased it. I did not know of any one claiming or acting as a partner, excepting Henry A. Layton and W^m. A. King. I never heard of the name of Elisha H. King mentioned as connected with the business or parties prior to October 1853. Sometime early in October, wanted me to draw him up a power of Attorney from Elisha H. King to himself, so that he could send it to New York and get his brother to sign it as he had a brother there by that name. Layton took it on to New York and got it signed there. After drawing up the power of Attorney was drawn, I drew up articles of partnership between Henry A. Layton and Elisha H. King. This was the first I knew of Elisha H. King.

10th Interrog^y by same counsel.

Now you can see, in Chicago, or do you personally know, or have you ever hear, except this the declarations of William A. King that he had a brother or that there was any man claiming to be his brother of the name of Elisha H. King?

Answer

I never did.

11th testimony by same counsel

When did the partnership of H. A. Layton & Co in the Saloon business in Chicago cease & how? If by a sale state to whom, and if you know state who did the business on the part of the purchaser, and who did the business on the part of the seller, or the greater part thereof? Do you know what became of Layton about the time of the termination of the partnership? State fully all that you know about the negotiations preceding the sale of the saloon, property if any sale was made?

Answer

On the 31st of December 1853 by a sale to Michael Ginzman. William A. King was the negotiator in selling and Mr Ginzman in purchasing. The sale was closed and the money ^{was} paid on the 30th of December and King & Layton & their families left the saloon that night, and left by the cars for St Louis early next morning. Mr Ginzman came in a few days before the sale, and Mr King showed him through the premises. Mr Ginzman had his brother and Mr Basson with him. He came in several times afterwards, and finally agreed on the purchase. Every thing was to be appraised; King to select one person, Ginzman another, and the two persons to select a third party. When Mr Ginzman named his appraiser it was a person that King had had a quarrel with, some one from the Hamilton

House, and he would not have any thing to do with
 him - Ginzman got a little mad about it, and
 went off, would not have any thing to do with the
 Saloon. King requested me to call at the Hamilton
 House and see Ginzman; I called there going to din-
 ner, saw Mr Ginzman, he agreed to call at the Saloon.
 he went over with me, he and King talked over
 and agreed upon an agreement themselves; they had
 an easy job at it. After the Scheme was made
 out, they went to Mr Ashton and he drew up the
 Bill of Sale. The next morning Mr Ginzman paid
 W. S. King \$1500.00 and immediately took possession.
 At the time of going to Mr Ashton to get the bill of
 sale, I recollect mentioning to him, that there were judg-
 ments against William S. King and that they had better
 look out for them. I also told Mr Ginzman in coming
 from the Hamilton House over to King's Saloon, that he
 had not better buy out the Saloon until he had seen
 his lawyer; I also told him that there was a mort-
 gage of \$300.00 on the Saloon; am not sure whether
 at that time or the next day. This mortgage was on some
 liquors beside the Saloon, which were stored in the
 a Saloon under Jones or Patrick's house. I went
 with Mr Ashton to examine the records, as to whether
 this mortgage was all there was against the property
 but the office was closed, and we put it off to the
 next morning. As we were going out of Mr Ashton's

office. Mr King remarked that it was unnecessary for him to employ counsel, that Mr A could act as counsel for both.

13th Puff's counsel objects to the last part of the answer in history; by same counsel.

State if you know what portion of the property in the Saloon was sold to Girdman? Was or was it not all sold; and was or was not the lease of the building sold? Do you know whether or not the furniture brought by W. A. King from his house in La Salle Street or any, and what portions thereof was in the Saloon at the time of the sale to Girdman and whether any or all such property was included in the sale? If yes, State so. Do you know what property was laid on by the Sheriff under the executions in favor of Harrison & others against William A. King and whether or not the furniture brought by King from his house to the Saloon was laid on by the Sheriff under those executions?

Answer. All the property in the Saloon was sold to Girdman, includes all the liquors in possession of Jones & Patrick, subject to a mortgage of \$300.00. The lease of the building was also assigned to Girdman. All the furniture that King had brought from his dwelling house except the cooking stove was sold to Girdman. All the property they could find in the Saloon

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was hoisted on; all the property there was in the
Saloon (superior). The boy was made on the property
brought by King from his dwelling house, except
the cooking stove, which, had been sold by King under
larger one brought in its place, which, larger one was
included in the sale & boy.

13th history by same counsel

State fully the conversation which was had between Bigelman & yourself in coming over from the Kemilton House to the Saloon in reference to any hint or judgment against the property and whether or not the conversation was before the sale and the reason you had said conversation with Bigelman &c

Answer As we started from the Hamilton House, coming on the bridge, I remarked, you appear to be a pretty honest kind of a ~~business~~ ^{business} man and if you don't look out, you'll get shawd, or taken in. I forget which. Ginzman remarked that he should not do any thing until he had seen his lawyer, or a lawyer, I don't know which, that was all that was said, that I recollect. until we got to the Saloon. Ginzman and King had some conversation together and they concluded they would go to work and appraise the Stock. This was before the Sale. The reason I mentioned Ginzman was that I had a trade for the Saloon with Smith McLeary for \$1200.00 by which, I expected to make \$200.00 -

14th Interrogatory by same counsel

After this formation of the firm of H.A. Sawyer & Co when was the partnership property purchased? In Chicago or elsewhere? and who made the purchases in Chicago or the main part?

Answer

King made ^{the} most of the purchases, but in the commencement they would generally go together. Layton had not time enough to go alone. Nearly every thing needing the Saloon was bought in Chicago - some large purchases were made in New York, about \$350,00 Mr. Bigelman got about \$1000,00 of liquor at invoice price. Layton bought about \$200,00 in N York, and King about \$150,00. The \$150,00 worth that King bought never went near the Saloon, it was sold at Sheriff's sale.

15th Interrogatory by same counsel

State what conversation, if any you had with Bigelman, at or about, or immediately after the sale, in regard to Bigelman's knowledge or suspicions at the time of the purchase by him that King was about to leave the City?

Question objected to by plaintiff's Attorney, because of its incompetency.

Answer

The next day after the sale Bigelman and I had some conversation. Bigelman remarked that they were a - a rascals, and he knew

they would run away as soon as they got the money.

16th Interrog. by same Counsel

What conversation or conversations if any, did you have with Henry A. Layton, or with William L. King after the formation of the partnership of H. A. Layton & Co. and before sale to Kirgelman, in reference to the title to, and interest in the partnership property? State what ~~any~~ if any thing they told you in reference to their respective interests in the partnership property, or the interest of any other person?

Question objected to
by Plff's Counsel

Answer

I was with King & Layton every day from the time they commenced business until they left, and had conversation in regard to their business every day. They claimed one half each; they claimed to be equally divided in it. They took the money just as they wanted it, and int make any entries; kept no cashbook. They did not speak of any one else being interested.

17th Interrog. by same counsel.

Prior to the sale to Kirgelman, and after the formation of the partnership had you any conversation or conversations with H. A. Layton in reference to Eliza, W. King's having an interest

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in the firm of H. A. Layton & Co. If you, what and when was it?

Question objected to by plaintiff's Atty

Answer I do not recollect of his speaking about Eliza M. King

18th Interrogatory by same counsel

After the formation of the partnership and before the sale to Kingman had you or not any conversation or conversations with William J. King in reference to his own interest, or the interest of Eliza M. King in the partnership of H. A. Layton & Co. If you, what and when was it, and what was said in said conversation or conversations?

Question objected to by plaintiff's Atty

Answer I had quite a number of conversations with W. J. King about his interest. Some time, while Layton was gone to New York, in October I think he stated that he had managed through Foad to get the power of Attorney all right - they can all of them kiss my backside now. He claimed all the property as his own, and said he would give Layton half the profits. He did not say anything of Eliza M. King's interest in the property.

Examination continued to May 14th at 9 o'clock A.M.

May 14th Examination resumed

Present as on

Saturday last

19th

Can you state when the partnership of
H. A. Layton & Co was formed, or about the time? If you
state

Answer,

It was about the last of August or ear-

ly in September 1853

Subscribed before me this 14th day of

May 1853

A. S. Rucker,

County Judge &c.

William White,

State of Illinois

County of Cook

I Henry S. Rucker, County Judge

in and for said County, do hereby certify that

the foregoing depositions were taken by and before me

under the notice and agreement hereto annexed (a)

mentioned in the Caption to said Depositions; that

the taking of said Depositions was continued by ad-

journment as noticed above; that said witnesses cor-

rectly were sworn by me in due form by law, and

subscribed their depositions respectively, in my pres-

ence Given under my hand this 14th day of

May 1853

A. S. Rucker

County Judge

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Exhibit "A"

Mem of appraisal Signed &c by the
managers in Room N^o 9 Clerk's Street

1 gr cask Brandy #387	38 40 ⁰⁰	per gal	15.20
2 " " Sherry wine	53 ⁰⁰ 55 ⁰⁰	" "	30.25
1 " " Brandy 396	38 ⁰⁰ 40 ⁰⁰	" "	15.20
1 " " Port wine #387	38 ⁰⁰ 50 ⁰⁰	" "	19.00
1 Bl for Irish Whiskey	15 85 ⁰⁰	" "	12.75
1 gran Cask Port wine #378	38 35 ⁰⁰	" "	12.30
1 Keg Pipe Brandy	60 20 ⁰⁰	" "	36.00
1 Box 11 3/4 ⁰⁰ for Pipe		9 ⁰⁰	1.06
8/10 for "Lions" Cigars		8 ⁰⁰	6.40
1/10 " "Lafite" Do		8 ⁰⁰	8.00
1/10 " Forster Do		10 ⁰⁰	1.00
Part Box "gran" Do			1.00
130 Cigars			1.50
200 Do "La Sagittaire"		5 ⁰⁰ per m	1.00
4/10 for Cigars		8 ⁰⁰	6.40
3/10 " Do		15 ⁰⁰	4.50
3 part Boxes Do		per	1.50
6 Baskets Champagne (Krusick) 4 grs	13 ⁰⁰ 14 ⁰⁰	per	84.00
1 5 gal Demijohn 4/- part full Port wine 35 ⁰⁰ per gal			346.86
1-5 " " 4/- " " Brandy 4/11 Demijohns			5.38
1-5 " " 4/- " " Sherry wine 35 " "			353.44
1-2 " " 3/- " " Wine 60 " "			
1-2 " " 3/- " " Brandy 4/- " "			
1-2 " " 3/- " " Port wine 55 " "			
1-1 " " 2/- " " Sherry 55 " "			
1-2 " " 3/- " " Brandy 4/- " "			
1-1 " " 2/- " " Whiskey 85 " "			

#15: 1—3 " " 4/— " " Sins 90 " "
 1—3 " " 4/— " " Rm 75 " "
 2 Demijohn (empty) 5 Hr 1-4/ 2 Hr 1-2/
 E.W. Penman

Exhibit "B"

Appraisal of crockery & glassware at
 N^o 9 Belmont St Feb '54

1	Ever	38
2	Dishes	1
	Bowl	25
	Soap & Dish Tray	75
2	Saals	33
6	Mugs	38
2	Wearers	32
80	Plates Spotted	6.50
	Dish 31 Kaffey 15	46
	Bacon & Ever	1
	Pitcher 2/ 3 French Jugs 15/	212
1 2	Dishes damaged	75
2	Box coffee & saucers	1.50
1 2/3	" " " " damaged	30
6	Deep dishes	1.50
1/2	Box coffee	63
4	Saals 40 2 bowls dag 6	46
	Earthen bottle 1/- Martin lip 4/75	16
	Rolling pin 55 Nub 2/	30
1	Damaged bar Pitcher	25

2	Damaged Pitchers	00
2	Figs	5.00
2	Stomachs	30
2	" jars	20
8	Damaged Tins	25
1	" Goblet	02
12	Decanters 1 damaged	7.50
	pairs +	4.50
1	leaky jar	44
1	Syrup of 3 Goblets of	1.25
6	Whampain of	1
23	Tumblers	2.50
	Pitchers 16 Bowls 19	20.5
2	Bills damaged	38
2	Custards 10 of 3 of	2
1	Spittoon	38
9	Wines of 6 signs 4/-	1.62
10	Rock wines	1.50
4	Bitters 80 per paper 10	90
6 or	Bowls of 2 spittoons 40	1.15
	Gaf Silver 4/- 4 yellow plate damaged	56
5	dishes of 13 plates 7/6	2.06
20	cups & saucers (damaged)	60
	Carton	38
4	bowls 16 - 10 4 in 3/-	54
		7.54 42

117. 4 1/2 Dy Bottles C of 1,13
 1 ap " partly filled 75
 1 China Sugar demagras 15
 56.33

A. G. Bury

Exhibit "C"

Appraisal of Stores &c

1 Coal Store		8.00
6 1/2 Lengths Russian Pipe	4-	3.25
3 Pickaxes	2/-	75
1 Iron Tooth Picker	2/-	25
1 Chain		28
1 Cast Iron Hammer		13
1 Sash Hatchet		18
1 Coal Scuttle		38
1 Shovel		50
1 Fire Pot & Kettle		75
1 Wash Bowl		18
1 pt Basin, 3/4 3 tin pans in 4		15
1 Dust pan		56
1 Lamp		13
1 Coffee Heater for Store		1.50
1 Funnel		56
2 Paints 1 1/2 1-2/-		38
1 Oyster Knife		35
2 Paints 3/4 3/4		63
Set of tin man containing 4 Shakers		
1 Funnel 1 1/2 Gal measure		37

1 Tea Waster		13
1 1/4 Dry Y Plated Tapered Spoon	\$2.00	0.75
1 1/2 " " " Tea "	\$	66
1 1/2 " " " Forks	3.50	5.83
1 1/2 " " " Knives	2.00	2.98
1 Carver & fork		35
1 Y S Plated Sact Spoon		18
3 1/2 Lengths Rupia H pipe	"	1.75
1 Elbow		25
1 Rupia Iron Drain		2.00
1 Waster & 1 Skimmer	"	16
1 S filter	1/	13
3 Round pie plates	3	19
1 Small coal stove		4.00
2 Lengths & 2 Elbows 5 in H pipe		1.00
1 p. Fire		35
1 W Bowl & 2 Tumblers		13
1 No 6 Enat water look stove		25.00
1 Pot 1 Kettle, 1 Spider & Iron grid		
1 Round Boiled copper 1 Drinking		
pan 1 Dipper 1 Strainer		
2 over pipe T Elbows		1.00
2 Drinking pans		35
2 fry pans	1/2	38
3 stew Do	1/	38
3 Fry Do	1/	38
1 Black Tin Lamp		38

5	Fin. pans & plates	18
1	Wigan Lamp	38
1	Whitania Spot	25
1	Fin. Do	13
1	Poling Door Stove	6.00
9	Lengths & Elbows of pipe	75
1	ps Bing	25
1	5 Warts	18
1	X 3 Shiro & Roosts of plate stove	2.50
3/4	Lengths of pipe Elbow	1.00
1	ps fine	18
1	Robur	10
		<u>81.32</u>

Exhibit "D"

Chicago February 1st 1834

Mem of Appraisal of Furniture &c in Store
 No 9 Clarke Street made this day by the undersigned

4	High Stools 4	2.00 = 8 Shiro chairs 2 of 2 of	32.00
1	Round Table 1 1/2	1.50 1 Walnut table 3/4	4.50
Crating Stairs with fixtures			10.00
1 Dish & 2 drawers 2 drawers			10.00
2 counters 1 chair drawers attached			20.00
1 crockery cupboard			8.00
2 Framed Engravings 3/4 10.00 4 framed Engravings 3/4 12.00			22.00
2	"	Do 4.00 1 White wood Stairs 1.00	3.00
1	Washstand 4.50	1 Dressing Bureau & Glap 10/8	14.50

1 Cottage Bedstead	4/	1 Looking Glass	4/	8.00				
3 " Chairs	4/-	3 Sand bottom chains	4/-	2.50	5.50			
1 Straw Mattress	3/	1 Feather bed	5/	8.00				
1 Trap	200	2/	1 " " "	2.30	4.50			
1 Kim Pillow	80	1 " " "	25	55				
2 Blankets	2.00	4 " " "	4/-	2.00	5.00			
1 Knick Bedstead	1.50	1 Cottage Bedstead	4.00	5.50				
1 Side Table	5.00	1 Wash Stand	4/	9.00				
1 Sorey	3.00	1 Boston Rocker	8/	4.00				
1 Straw Mattress	3/	1 Feather bed	4/	7.00				
2 Blankets	10/	4.00	2 Shirts	4/-	1.00	5.00		
1 Looking Glass	2.00	1 Mirror clock	3/	5.00				
4 Beds & Sittins	2/	1 Extensive Table	15/	17.00				
1 Stand	1/	3 Chains	4/-	1.50	1 Sorey	10/	12.50	
1 Small Mirror	5/	3 Window Shades	4/-	1.00	6.00			
1 Book case	1.50	1 Screen	1.00	1 Knick Bedstead	1.50	4.00		
1 Round Table	2/	1 Stand	1.00	1 Small Mirror	5/	8.00		
1 Sorey	5/	4 Chairs	4/-	2.00	5 Window Shades	3/	1.50	9.88
1 Table clock	3/	3 Maple chairs	4/-	1.50	3 " " "	1.50	3.33	
2 Ribbed Tarts	4/	2	1.00					

2 43.68

Thos. Phelan

Exhibit "C"

The Appraised Value of the following Goods by C. F. Hauck

47 3/4 Gas oil ketch. 67 per square of 2

"	"	Do on lower hall & stair	3/4	"
About 38	Yds	Cotton Carpet (a)	15	"
Do	30	" Wool Do	2/4	"
"	28	" Wool by grain "	4/4	"
"	33	" Linen Dutch "	2/4	"
"	15	" Wool "	28	"
1	Pair	Window shades	5.00	=====

Exhibit "A" Chicago February 18th 1834 \$78 06

Estimated worth of Gas fixtures in
the House occupied by S. King
W^g Clarke St

2	Chim. Pillars	1 light	1/8	2.00
2	Kitt. Pendants	2	2.75	5.50
4	"	Brackets	1	63 1/4
1	"	Do	2	2.00
1	Fuscha	leaf shade		=====
				12.64

William White was then introduced as a
witness by the Defendant & being first duly sworn
said:

I know N. J. King when he resided in
Chicago & for about a year before he left Chicago.
I don't know when he lived at first. At one
time he lived at No 122 La Salle Street

I was at his house frequently. It was well furnished in comfortable & good style. The finer furniture was valuable. The social remains went to saloon about the first of September 1883. He moved bed and bedding, carpet stove & cooking stove to the saloon. He sold the finer furniture. The rest was taken to No 9 Clark St. The property moved was worth from \$100 to \$150. There was a schedule made out. He moved in about the time he opened the saloons. He was sold out by the Sheriff in the grocery business in August 1883. The lease of the building No 9 Clark St was sold out at the same time. I bought it. Got the money from Frederick Harding. King gave the money to Harding & he gave me \$150. I borrowed the money for him on a watch ring & other articles. It was used in fitting up the saloon & I got \$10 in addition on a check of King's. Layton pawned the watch for \$80 which was put into the concern King's wife had a hand. It was put into the third story of the saloon. There was three stories in the building. The first was used as a saloon, the second contained two dining rooms & sleeping apartments & the third was occupied by the family. It was a good sized building & known

Lake & South Water Streets near the St Charles Saloon. Layton & Co occupied it under the lease that was assigned.

In September & October 1833
 was at the Saloon every day & until it was
 closed was there frequently. W. J. King did most
 of the business alone. Layton always consulted
 King as to what should be done. I first knew
 Layton about the time King was out in the
 grocery business. I met him with King. When he
 first came to Chicago he spent what money
 he had on a spree. King paid his board
 at the Madison House, & then took him home
 to his own house. They moved into the Sa-
 loon together about two weeks after Layton
 came. I have never known any person
 else about the business of the Saloon except
 the barkeeper who is now in New York. I
 never heard of W. J. King until October when the
 power of attorney was drawn. W. J. King said
 he wanted to get rid of his old arms & send
 Layton to New York - lived with King
 to Harri to see if the power of attorney was
 correct. King bought a ticket that night for
 Layton to go to New York - When Layton return-
 ed the liquor & cigars came also. He said
 he had bought about \$1500 worth of Liquor &

\$300 X worth of cigars - The cigars & one
 cask of Brandy went to the Saloon - the
 balance to Homer & Patrick - after the Power
 of Attorney I drew up articles of Co-partnership
 between King & Layton. Each of them had a
 copy - The Power of Attorney now shown to me
 is in my handwriting & was drawn up at
 the solicitation of M. J. King to be sent by Layton
 to New York for signature - Layton came
 back in about a week. The ad of the Power
 of Attorney was left blank when I drew it -
 I have never seen L. M. King in Chicago -
 (Cros Examined)

Am not an Attorney - I drew up power
 of Attorney at Harris' house in State Street on
 Sunday in the early part of October - am
 well acquainted with M. J. King - The articles
 of Co-partnership were submitted to Harris -
 King said that he wanted to get rid of his
 creditors - I was not employed to negotiate a
 sale - Did try to sell the property to True and
 others - Don't think I ever told True that
 L. M. King was a member of the firm - I argued
 the completion of the sale that evening. Told
 them the property was not for sale in
 circumstances -

Were you at Ashton's office on the 29th of December & who was present?

Ans

Ashton, W. King & the Roff's brother -

Did you state to Mr. Ashton or to the plaintiff at the time & place that E. M. King was the partner of Layton & that W. King was the attorney or Clerk of W. King?

To which question the Defendant's Counsel then & there objected & the objection being over ruled by the Court the Defendant then & there excepted -

I did not - King said so, & I stated there was a mortgage -

Did you say there was no incumbrance against the mortgage property except the mortgage to Thomas & Patrick?

I cannot say whether I stated so or not - Don't think I did - Don't recollect what was said - The matter was peremptorily adjourned - I met with Ashton to examine the Record -

In going with Ashton for that purpose, did you not say it was useless to examine the Record, that there was no judgment against E. M. King, that he was the partner of Layton?

To which question

the defendant's counsel objected the objection being overruled by the Court the defendant then & then objected. *Excerpta*

I don't think I did. I went with him. Don't remember all that was said.

Did Layton & King agree to give you \$200? Were they to pay you anything for making sale to Plaintiff?

Ans: No.

Were you to receive anything for making sale to any one?

Ans:

I was to get \$200 in case of a sale to Smith McLeary. I did receive \$100. I am now on the Plaintiff who refused to pay.

Did you threaten him if he would not pay?

Ans:

I did tell him it would cost him more money if he would not. I never told him if he would pay I would help him out. I might have said it would be better for him to pay. Don't believe I threatened him. Was angry because he would not pay. Did go to the creditor. That was the mason, was the first man I saw. He came to see me. He was bail for King for \$200.

Did not

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board at Saloon. Next house at N 83 Illinois Street. Saw plaintiff before sale. Told

Red something about firm. Told him that there was power of attorney - I told Red about it from the papers & record - that is all I know about it.

Re Examined

Walters was bail for King - He came to see if there was no way of saving himself -

The sale was arranged to McLeary & was broken up on account of sale to the plaintiff -

Robert Curtis was then introduced as a witness on the part of the defendant & having been first duly sworn testified as follows -

Marion King - Have been at his Saloon know when he lived before he moved to Saloon. Saw a drag loaded with furniture at his residence on La Salle Street a part of which afterwards saw in his saloon. I recollect our borrowings in particular. It came from King's house. Afterwards saw it in the second story of the Saloon. Have seen any one at Saloon that I know except M. J. King.

The plaintiff Thompson, in order to impeach the witness William White introduced as witness Samuel Ashton, who being first duly sworn testified as follows.

White said that E. M. King was a partner of H. A. Layton & that they constituted the firm of H. A. Layton & Co. H. S. King acting as the Attorney of E. M. King — This was on the evening of December 29 1832.

In. I ask whether he made the same statement to you not long ago?

To this question the Defendant then & there objected which objection was overruled by the Court & the Defendant by his attorney then & there excepted.

Q. & A. He stands in going to the Court House that E. M. King was the partner of Layton & that there was no need in examining the Pleas as there was no judgment against E. M. King I went the next morning & found the record clear as to E. M. King.

Conf. Examined

Has been the Attorney of the Plaintiff ~~has been retained in this case~~ but has retired from the case as so last Monday.

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appeared in, trying the case in Cook County.
Drew up the bill of sale & was the adviser of the
Plaintiff. Has no unusual interest in the
case. Has been the Attorney of the Plaintiff
in all the proceedings in that case with Mr
Frank until last Monday.

Jacob Girdman
was then introduced by the Plaintiff as a
witness. Having been duly sworn said,

I am the
brother of the Plaintiff and came to Illinois with
him, about a week before this purchase, we
were strangers in the country and not acquaint-
ed in Chicago. I am the brother of the
Plaintiff - Was present when White presented
an order for \$1000. Layton gave it to him.
My brother declined paying it. Was present
when the Bill of Sale was made. White said
that E. M. King was a partner - that William of
King had nothing to do with it. That he was the
agent of E. M. King merely. I was in the saloon
~~about~~ at the time of the buy. Never saw any
Signors in the cellars. First saw them at the
saloon.

On cross Examination by the Defend-
ant the witness says

I have heard White say that

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W. King was the agent of E. M. King - was present at the taking of the Depositions in this case.

A True was then introduced by the plaintiff & being duly sworn says

White & M. J. King were present together. White stated to me at the Store, that W. A. Layton & M. J. King were partners.

This was all the ~~evidence~~ testimony introduced in the cause either on the part of the plaintiff or of the Defendant.

The plaintiff then asked the Court to give the jury the following instructions

1st.

If you believe, from the evidence in this cause that the witness ^{W. A.} White has intentionally sworn false to any material fact in this cause you are at liberty to disregard his evidence.

sworn

2^d

If the jury believe, from the facts and circumstances given in evidence in this cause that the positions statements sworn to by White are false you are not bound to believe said statements.

sworn

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and in deciding the issue in this cause the jury have the right to take into consideration the conduct of said White in his connection with the transaction of the sale from Layton & Co to the plaintiff, and the manner in which, he, White, testified on this trial, in determining the credit you will give to his evidence.

2^d

If the Jury shall believe from the evidence that the plaintiff acquired a good and valid title to the property in dispute, by purchase from Layton and Elisha H King and that the sum was taken by the debt as charged, then the plaintiff is entitled to recover the full value of the property at the time the Defendant voided them, with interest from the date of said Levy.

4th

If the Jury believe from the evidence that William H. King was, by power of Attorney duly recorded in the Recorder's Office in Cook County Illinois, appointed the Agent of Elisha H. King, to conduct for said Elisha H. King, the Saloon business in the City of Chicago, and that the said William H. King as such Agent formed a copartnership between said Elisha H. King & Henry H. Layton under the name and style of

Henry A. Layton & Co and as such were openly & publicly carrying on said business. Then the Law is that said firm, had a lawful right to sell and dispose of their partnership property; and if the Jury are satisfied from the evidence that Gieselmann the Plaintiff purchased for good consideration the partnership property of said firm of Henry A. Layton & Co and took possession of the same he thereby acquired a good title and was the owner of the same.

J. W.

given

That fraud is never to be presumed against a party, but must be proven by the person alleging the same or by some sufficient proofing the case.

Which said instructions were given by the Court, to the giving of each & every one of which instructions by the Court the Defendants counsel then & there objected.

The Jury thereupon retire to consider of their verdict & afterwards came into Court & rendered the following verdict.

We the Jury find the defendant Guilty and award the ^{plaintiff's} damages at the sum of Ninety, Ninety and no. Dollars and twenty five cents

Geo. P. Curry Foreman

The Defendant's Counsel then moved the Court for a new trial & filed the following motion

Honorable Circuit Court
Michael Gieselman

VS
Cyrus P. Bradley

And now comes the Defendant by Williams & Hoarbridge, his Attorneys & moves the Court for a new trial in this cause for the following reasons.

1st That the Court erred in admitting evidence on the part of the Plaintiff

2^d The Court erred in excluding the deposition of Mrs. White a witness for the Defendant & in excluding other evidence offered by the Defendant.

3^d The Court erred in giving the instructions on the part of the Plaintiff

4th The verdict of the Jury is against the Law & evidence

5th The verdict of the Jury is manifestly unjust & oppressive

Williams & Hoarbridge

Plf's Atty's

Which said motions after argument had thereupon was overruled by the Court, to which decision of the Court, overruling the said motions the said Defendant by his counsel then

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& then accepted & prayed the Court to sign & Seal
this Bill of Exemption — which is accordingly
done

Isaac. L. Wilson 
Judge
And

on the same day and date to wit the 29th day of
June 1853 then was filed in the office of the
Clerk of said Kane County Circuit Court the following
Appeal Bond, to wit —

Now all men by
these Presents, That in Cyrus P. Bradley, as prin-
cipal and John C. Williams, Jos. C. Martin, & Charles
L. Harmon as sureties are held and firmly bound in
to Michael Gieselman in the penal sum of Four
Thousand (\$4000) Dollars to be paid to the said
Gieselman or to his certain Attorney, Executors, admin-
istrators or assigns for which payment well and
truly to be made we do bind ourselves our heirs,
executors administrators & each & every of them jointly
& severally firmly by these presents — Sealed with
our seals this Twenty eighth day of June in the year
of our Lord Eighteen Hundred and fifty five.

Whereas at
the May Term of the Kane County Circuit Court AD
1853 Judgment was rendered by said Court in
favor of the above named Michael Gieselman

against the above named Cyrus. P. Bradley for
the sum of Nineteen Hundred & Sixty ²³ Dollars
Damages besides costs of suit, and whereas the said
Cyrus. P. Bradley has prayed an Appeal from the
said Judgment to the Supreme Court - Now
therefore the Condition of the above obligation is
such that if the above named Cyrus. P. Bradley
shall duly prosecute the said appeal, & will pay
or cause to be paid the said Judgment, costs
interest & damages in case the said Judgment
shall be affirmed then the above obligation to be
void otherwise to be & remain in full force & virtue

The contents of the within bond
are approved by me at my
office in Aurora this 29 day of
June AD 1855

L. Dearborn Clk.

C. P. Bradley Seal
J. C. Martin Seal
John C. Williams Seal
L. S. Hannon Seal

State of Illinois
Hamilton County
I Austin Dearborn Clerk of the
Circuit Court in & for said County & State of Illinois
do hereby certify that the above foregoing contains full
perfect & complete copy of the Record from book 60. Star
Proc. Sumt. Plea. Deemur in Plea. Bill of Exceptions
Pet change of Venue affidavits. Appeals Bond & Record
from Hamilton County as appear from the Records
& files of said Court in the above entitled cause
Attest my hand & seal of said Court at Aurora in said
County this 2nd day of June 1856 L. Dearborn
Clerk

The Bill of sale is not on file
& is not copied in this Record
L. Dearborn

Spencer Court of Illinois -
Cyrus L. Bradley
appellant
as
Michael Griselman
appellee
} June Term A. D. 1856
Error

And now at this day
Comes the said Cyrus L. Bradley plaintiff in
Error by William Woodbridge his attorney & says
that in the record of proceedings aforesaid in the
giving of judgment aforesaid there is manifest
error; to wit,

First - The Court erred in giving the several instructions asked for by the plaintiff in the Court below -

Second - The Court erred in admitting testimony on the part of the plaintiff in the Court below -

Third - The Court erred in rejecting the testimony offered by the defendant & in excluding the deposition of White -

Fourth - The Court erred in overruling the motion for new trial -

1st Because the verdict was against the weight of evidence -

2nd Because the verdict is entirely unsupported by the evidence -

3^d Because the damages assessed by the jury were excessive and for other reasons to be more particularly specified on the argument -

William Woodbridge
attorney for the defendant

And said defendant in error.
Says there are no such errors
in the record as above
alleged. And asks that
said judgment be affirmed

By Cook & Herington

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Cyrus Bradley
vs

Michael Grissman

Filed June 11. 1856

A. Leland
Clerk

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Byrus Bradley
vs
Michael Grisselman

101

12295

1856

