

No. 14272

Supreme Court of Illinois

Shaver

vs.

Woodward

71641  7

STATE OF ILLINOIS,

SUPREME COURT,

Third Grand Division.

14272

No. 297.

Saver

vs

Woodard

SUPREME COURT OF ILLINOS,

THIRD GRAND DIVISION.

APRIL TERM THEREOF, A. D. 1862.

ANTHONY H. SHAVER }
 ^{vs.} }
LEVI WOODWARD and } *Appeal from Ogle.*
JACOB P. SHAVER. }

ABSTRACT OF THE RECORD.

- 1 BILL in chancery filed in Ogle County Circuit Court by appellant against appellees, at the March term, A. D. 1854.
- 2 Bill states that complainant borrowed of Jacob P. Shaver, who is his father, and resides in the State of New York, \$444.50, and to secure the payment gave said Jacob P. Shaver a mortgage on fractions one and two of the North-east quarter of Section three, Town seventy-three, Range seven, east of the 4th r.m.
August, A. D. 1853, complainant borrowed of said Jacob P. Shaver a sum sufficient to make the whole amount \$950, and agreed to give said Jacob P. Shaver a deed of fraction No. 2 and W. $\frac{1}{4}$ of fraction No. 3, and also a lot of timber land in Elkhorn Grove, being the most easterly of two tracts that said complainant owned in said Grove.
- 3 Said conveyance was not then executed, because it was then inconvenient to make the same, but it was agreed such conveyance should be executed and should operate only as a mortgage to secure the payment of said \$950, and also \$50 left by said Jacob P. Shaver with complainant, to be expended on said

premises; that said complainant should have the right to redeem said premises upon repaying the said sum of \$1,000, and seven per cent. interest. This right of redemption was subject to one condition, which was that, on the return of the said Jacob P. Shaver to his residence in New York, if one of his other sons should desire to remove West, the land should be deeded to such son who was, in such case, to enter upon and improve such land, which would have been a benefit to the adjoining lands of complainant.

4 On the return of said Jacob P. Shaver, none of his sons were willing to remove West, and the conveyance became a simple mortgage on the payment of one thousand dollars and interest. On the 30th day of September, A. D. 1853, complainant executed a conveyance of the aforesaid land, except the timber land, and sent the same to the said Jacob P. Shaver. The timber land was not included, because it was impossible to give an accurate description of it. The land conveyed was worth \$1,500.

5 Defendant, Woodward, resided near complainant, and had been a member of complainant's family, and was originally in the neighborhood in New York, where Jacob P. Shaver resided, and well knew the right that complainant had in the premises and the bargain between him and Jacob P. Shaver aforesaid, and had frequently applied to complainant to buy the land, and had offered him \$1,300 for the same, but failing to buy the land of the complainant, went to the residence of the said Jacob P. Shaver in, New York, and falsely and fraudulently represented to the said Jacob P. Shaver that he had agreed with complainant that he, said Woodward, might have said premises, and that he was to pay said Jacob P. Shaver \$1,000 and arrange the residue with complainant.

6 Jacob P. Shaver refused to make said conveyance without an order in writing from said complainant. But Woodward assured him that he left in a great hurry and had no time to procure such order; that the bargain was all consummated between said complainant and said Woodward, and that much time and expense would be saved if the said Jacob P. Shaver would receive a thousand dollars and make the conveyance. All of which representations were false and fraudulent. Said Jacob P. Shaver relied on said representations, and did convey said land to said Woodward, and did receive the one thousand dollars from him.

7 Oath to the answer waived.

8 Prayer that the deed from Jacob P. Shaver be set aside.

Amendment to bill filed March 13th, 1856, states that since the filing of the original bill, complainant has discovered that there was a mistake made in the deed made by him to Jacob P. Shaver in a description of the land. That in said deed it is described as the NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ fractional quarter of Sec. 3, Town 23, Range 7, east of 4th P. M.; that the NE $\frac{1}{4}$ of said section 3 is divided into 4 lots—lots 1 and 2 contain 158.16 acres; lot 3, 79.08 acres; lot 4, 110.40 acres.

Complainant never had any interest in lots 2 and 4; that the description should have been lot 2 and the W $\frac{1}{2}$ of lot 1 of said quarter; that by the deed only the title to the W $\frac{1}{2}$ of lots one and two passed said Shaver; that the North-east and North-west quarters of the North-east quarter of said section three were premises in which complainant never had any interest, and which he did not intend to convey.

11 The same error was continued in the deed from Jacob P. Shaver to Woodward.

12 Complainant offers to pay to Woodward the sum of \$1,000 and interest, and prays that Woodward may be required to convey the premises, so far as they were correctly described, to him.

Copy of deed from complainant to Jacob P. Shaver.

16 The answer of Jacob P. Shaver admits the statements of the bill to be true.

25 The answer of Woodward admits that Jacob P. Shaver is the father of complainant, and says he has no knowledge of complainant's borrowing money of said Jacob P. Shaver; denies that the sum of \$950 was loaned by Jacob P. Shaver to complainant; denies that the conveyance from complainant to Jacob P. Shaver was intended to operate as a mortgage.

27 Admits the conveyance from complainant to Jacob P. Shaver. Denies that he ever had any knowledge that said conveyance was intended as an absolute conveyance; that he paid Jacob P. Shaver \$1,000 in full payment for the land; admits the mistake

in the deeds, in the description of the land; offers to have the same corrected; denies that he made any representations to the said Jacob P. Shaver, as charged in the bill, or that he offered to buy the land of complainant, as charged; denies that the lands were worth fifteen hundred dollars; says that they were worth but a thousand.

Replication.

Deposition of *Jacob P. Shaver*. I loaned Anthony H. Shaver \$444.50 in August, 1846, and took a mortgage on some land he owned in Ogle county. In August, 1853, I loaned him another sum, which made the whole amount loaned \$950. He agreed to convey to me one hundred and seventy acres of prairie land, contiguous to his farm, and north and north-west therefrom, and ten acres of timber in Elkhorn Grove, being the most easterly of two ten acre tracts in said Grove, owned by complainant. The deed was a mere security for the repayment of \$950 and seven per cent. interest. Complainant was to have his own time to pay in, provided he paid the interest. But it was agreed between us that if either of my sons should go out and settle on the land and improve it, then I was to deed the land to him, and he was to pay me the sum complainant owed me. At the time I loaned complainant the last sum, I left with complainant fifty dollars (\$50) which, in case either of my sons did take said premises, was to be retained by complainant in consideration of releasing to his brother this bargain. And in case neither of my sons desired to go West, the \$50 was to be added to the \$950 and be repaid by complainant. Anthony did make the conveyance to me, which I attach to my deposition. I am advised that there is a mistake in the description, but being unacquainted with the government lands I cannot tell whether it is so or not. The deed did not embrace the timber lands, which I considered of no consequence, as complainant assured me he would repay me the money in a short time if I desired it. The reason why I took a deed instead of a mortgage was, we both felt anxious that one of my sons should go and settle near Anthony. I thought it would be much more convenient to effect that object by taking a deed than by taking a mortgage.

Woodward, I think, knew all about the interest Anthony had in the premises. He told me that Anthony told him all about it. I think he knew about it about the time I let Anthony have the money, in April or May, 1854. Woodward came to my

residence in the state of New York, and told me he wanted to buy the land that my son, Anthony, deeded to me. I told him it was not my land to sell, that I only held it in security for about \$1,000 that Anthony owed me. He came to my house a day or two after and told me that he had bought out Anthony's interest; that Anthony had released the land to him; that by the arrangement he was to pay me a thousand dollars, and the balance he had or would settle with Anthony. I told him he should have brought a line to that effect. He replied that Anthony would have given him one but that it would have cost him three or four miles travel, and considerable trouble, to have got it, and he concluded to come without it—but the whole matter was right. He continued his applications, entreaties, and representations, until at last I told him that if he would make the same statement before the magistrate, who took the acknowledgement, that he had to me, I would deed him the land. In May, 1854, I gave him a deed for the land described in Anthony's deed to me. If there is a mistake in one there is probably in the other. When he went before the magistrate to have the deed acknowledged, I told Mr. Douglass, the magistrate, the terms upon which I executed the deed—that the land belonged to my son, Anthony; that I only held it as security for the money I let him have; that I was bound to re-deed it on payment of the money; that I objected to deeding the land to Woodward till I could hear from Anthony in writing, but Woodward told me the matter had all been arranged between him and Anthony; that Anthony had intended to have given him a writing to me.

45 He was to pay me the \$1,000 and arrange the balance with Anthony. Mr. Woodward stated that what I said was all true. The magistrate told me there would be no risk in making the deed under such circumstances, and I made it.

46 Testimony of *Alexander B. Douglass*. My age is 35. I reside in Delaware county, New York. Not acquainted with complainant. In May, 1854, Levi Woodward and Jacob P. Shaver came to my office to get a deed drawn and acknowledged. I prepared the deed from one Mr. Shaver, brought with him from his son, Anthony. I was Justice of the Peace. After the deed was prepared, and before it was executed, and before the consideration was paid, Mr. Shaver stated to Woodward and myself upon what conditions he executed the deed. He said the land belonged to Anthony. That Anthony had deeded to him to secure him for money he let him have, \$1,000 I think he said.

That it was the express understanding between him and Anthony that if one of his other sons should not conclude to go West, and take the land and pay him the amount Anthony owed him, that Anthony was to have the land without any conditions whatever upon the repayment of the money loaned and interest. That this was the express bargain made with Anthony before
 47 the deed was executed by him. That Woodward had told him that Anthony had agreed to let him have his interest in the land. That he was to come and get a deed and pay the \$1,000. That the balance had been arranged between him and Anthony. That he, Shaver, had refused to execute the deed unless he was authorized to do so by Anthony. That Woodward had told him that Anthony had intended to have given him an order authorizing the deed to be made to him, but that he started off in a hurry—that it would have cost him some trouble and travel to have seen Anthony, and he concluded to come without it. Woodward assented, and said it was all right. That he had told Mr. Shaver so. That he was to or had paid Anthony for his interest in the land. Mr. Shaver then asked me if there could be any risk of his executing the deed under such circumstances. I told him I thought not. Woodward said there could be none at all—Mr. Shaver would find it just as they had talked it over. Mr. Shaver then executed the deed.

49 Copy of the deed attached to the deposition.

54 Deposition of *Elizabeth Shaver*. I know the parties. I resided in the family of Anthony Shaver six months in 1854. Levi Woodward resided one mile from Shaver's. He formerly lived in Shaver's family. I saw him twice at Shaver's house while I lived there. At that time Anthony Shaver claimed to own the
 55 land referred to lying north and west of his farm, being a tract of 120 acres. I know that Woodward knew of the interest Anthony Shaver claimed in the land, from the act that Woodward tried to purchase the land from Anthony Shaver. The last of April, 1854, I heard Woodward offer Anthony Shaver \$1,300 for the said land. Shaver replied he could not have it, that he had bought it expressly for his own use. Two or three days afterwards Woodward went to the state of New York.

Defendant's proof.

59 Deposition of *Sally Webster*. Age 51. Live in Polo, Ogle county. Acquainted with the parties. Anthony Shaver is a brother of mine. Jacob Shaver is my father.

60 I was at the residence of my father, in New York, when Woodward came there to buy the land in Illinois. I did not hear the conversation in relation to the land. Father's family consisted
62 of my father, a brother and sister, a hired girl and hired man.

64 Deposition of *George R. Webster*. Age 52. Farmer. Live in Polo, Ogle county. Know the parties.

The following testimony was objected to:

I had a conversation with Jacob P. Shaver about the land I suppose Mr. Woodward owns in Illinois. It was the season Shaver got it of Anthony, I think. He said he had bought the land of Anthony. I think he said it cost him about \$800—it might have been more or less. He told me where the land was, more or less. He did not give the numbers. Don't recollect that timber land was mentioned, or how many acres.

67 *Elizabeth Shaver*. Age twenty. Live at Buffalo, Ogle county, Illinois. I am acquainted with Anthony Shaver. I lived in his family six months. I did hear a conversation between Anthony H. Shaver and Woodward in regard to this land. Woodward offered \$1,300 for the land. Shaver refused to sell it. Said he wanted it himself. This was before Woodward went to the state of New York.

69 *John Anderson*. Age 50. Occupation, farming. Live in Ogle county, Illinois. In the spring prior to Woodward buying the land, Anthony told me he had sold the land to his father. His father wanted him to take it back again, but that he declined taking it back. That he got out of debt by selling the land. That his father was an old man and might drop away. That if he did take it back his notes might come into some person's hands that he did not want to have them. Something was said about his brothers Lyman and Aaron,—about Lyman's coming out here to settle. Don't recollect the particulars of the conversation.

72 *Nicholas N. Shaver*. Age 49. Reside in Ogle County. Think I knew of Jacob P. Shaver owning land on Rock river in 1854. I wrote to him to know whether he would sell the land, not knowing for a certainty that he was the owner. By the answer I concluded he was the owner. I think he said it was for sale, as things had not turned out as he expected. I think it was a thousand dollars, or else the offer was a thousand dollars. I may have the letter here, but I don't know it.

73 *Cross Ex.* Anthony Shaver wished me to say to father not to sell the land, as he wanted it back. Anthony stated that he was to have the land if his brother did not want it.

78 *John Hodges.* Age 54. reside in Carrol county. I know complainant and Woodward. Had a correspondence with Jacob P. Shaver by Nicholas N. Shaver. I wanted to purchase the land in question. The answer returned by letter to Nicholas N. Shaver was that I could.

80 *Gilbert Finkle,* a witness sworn—not in the notice—testimony taken by agreement of counsel, to be allowed or rejected as might thereafter be determined by Henry A. Mix. Age 23; residence Whiteside county, and deposition proves nothing.

Case heard, bill dismissed, at complainant's costs. Appeal.

83 Appeal bond.

ERRORS ASSIGNED.

84 First. The Court erred in rendering the decree aforesaid, in manner and form aforesaid.

POINTS AND AUTHORITIES.

1st. The deed from Anthony H. Shaver to Jacob P. Shaver was in fact a mortgage. *Tilson vs. Molson et al.* 23 Ill. 48.

2d. Woodward had notice of the facts, so that he only succeeded to the same rights that Jacob P. Shaver had, as mortgagee of the land. Complainant had the right to redeem from him. See testimony of Jacob P. Shaver and Douglass.

3d. Woodward was guilty of a fraud in procuring the conveyance from Jacob P. Shaver, and cannot gain any advantage by such fraud.

26 Dec, 1878.

Your, Book to
Campbell

Shaven

29

Woodward

Abstracts Points

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296

296

Filed May 9, 1862

J. Sealed

CMR

John Barton Payne

1862

UNITED STATES OF AMERICA,
STATE OF ILLINOIS, COUNTY OF COOK, SS.

Pleas, before the Honorable, the Judges of the Superior Court of Chicago, within and for the County of Cook and State of Illinois, at a regular Term of said Superior Court of Chicago, begun and holden at the Court House, in the City of Chicago, in said County and State, on the first Monday, being the First day of April in the year of our Lord One Thousand Eight Hundred and Sixty one and of the Independence of the United States of America the Eighty fifth

Present, The Honorable John M. Wilson Chief Justice of the }
Superior Court of Chicago. }

Wm. B. Higgins }
Judges. }

Grant Governor }

Carlos Hansen Prosecuting Attorney.

Anthony G. Hennig Sheriff of Cook County.

Attest, Walter Kimball Clerk.

Be it remembered that heretofore to wit on the
fifteenth day of June in the year of our Lord
one thousand eight hundred and sixty three
issued out of and under the seal of said
Court a certain Process Writ of Summons, on
the Chancery side thereof, in a certain suit
wherein Carver Padelford was complainant and
Benjamin F. Quinby, Joseph H. Low, John H.
Thompson and William F. Wolf were defendants
Which said Summons with the Sheriffs return
thereon endorsed & the security for costs thereon
paid, are in words and figures as follows to wit

"State of Illinois
County of Cook S.

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

We command you that you summon Benjamin F. Quincy, Joseph H. Low, John H. Thompson and William F. O'Hall if they shall be found in your County personally to be and appear before the Superior Court of Chicago of said County of Cook 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 July next to answer unto Edward Paeleford in his certain Bill of Complaint, filed in said Court on the chancery side thereof.

And have you there and there this writ with an endorsement thereon in what manner you shall have executed the same.

Seal.

Witness Walter Kimball Clerk of our said Court and the Seal thereof at the City of Chicago aforesaid this fifteenth day of June A. D. 1860.

Walter Kimball. Clerk"

(Enclosed)

"Served this writ by reading & delivering copies thereof to the within named B. F. Quincy, Joseph H. Low, John H. Thompson & William F. O'Hall this 21st day of June 1860.

John Gray Sheriff
by Chas. S. Perry. Deputy"

(Security for Costs)
"State of Illinois, Superior Court of Chancery
Cook County, Ill. July Term 1860.
Edward Telford

vs
Benjamin F. Dwinley, Joseph } In Chancery.
H. Low, Arthur H. Thompson }
and William F. D'Wolf. }

We do hereby enter ourselves security for costs in this cause and acknowledge ourselves bound to pay or cause to be paid all costs which may accrue in this action either to the opposite party or to any of the officers of this Court, in pursuance of the laws of this State.

Dated the 14th day of June 1860

Davis & Duesent"

And also on the said fifteenth day of June A. D. Eighteen hundred and sixty the said Complainant filed in the Office of the Clerk of said Court, his Bill of Complaint in said cause. Which said Bill of Complaint is in words and figures as follows, to wit.

State of Illinois }
Cook County } ss.

To the Hon. the Judges of the
Superior Court of Chicago
In Chancery sitting.

Humbly complaining shews unto your Honors
your Orator Edward Padelford of Savannah, County
of Chatham and State of Georgia.

That on or about the 11th May 1853 your Ora-
tor was the owner in fee of the North East Quarter
of Section Thirty four Town forty Range Thirteen
East of the 3^d P.M. in Cook County aforesaid and
being desirous of selling and disposing of said premises
Orator jointly with Elizabeth S. your orators wife did
by a certain power of Attorney in writing authorize and
empower one William F. D. Wolff of the County of Cook
aforesaid to sell and convey all your orators right
title and interest in and to said premises to any person
or persons whatsoever, but solely for your orators benefit.

And your Orator further shews unto your Honors on
information and belief that the said power of Attorney is
now in the custody and control of said D. Wolff.

And your Orator further shews unto your Honors,
that the said D. Wolff pretending to act under said
Power of attorney did as your orator is informed and
believes sometime on or about the ninth day of April
A.D. 1857 as the attorney in fact of your Orator and his
said wife execute and deliver to one John Rowland
Thompson for the benefit of Benjamin F. Quimby and
James H. Law copartners composing the firm of Benjamin
F. Quimby & Co a certain instrument in writing commonly
called a Trust deed a copy of which herewith attached and

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marked "Exhibit A" is made a part of this bill -
which said Trust deed purports to be made for the
security of two promissory notes for the aggregate sum
of Two Thousand Two Hundred and Twenty Nine
Dollars and Sixty Eight cents payable to the order
and at the office of said Benjamin F. Quimby & Co. in
Chicago.

And your orator charges that said pretended consid-
eration if any such really existed was some prior indebted-
ness on the part of said D'Wolff to said Benjamin F. Quimby & Co.
or to one of them or to some other person or persons unknown
to your orator and that all the parties to said Trust deed
well knew at the time when said instrument was exe-
cuted that the consideration therefor (if any such there was)
was solely for the benefit of said De Wolff and not of
your orator and that said power of attorney did not
authorize said De Wolff to execute any such instru-
ment for any such purpose -

Your orator further shows unto your Honor
on information and belief that formerly and before the
execution of said Trust deed to said Thompson the
said D'Wolff was and had been a partner of said
Benjamin F. Quimby in the business of buying and selling
Real estate in the city of Chicago and that about the
time of the Execution of said Trust deed said Copartnership
had been dissolved and the firm of B. F. Quimby & Co.
formed, and your orator charges that said Quimby & said
Love well knew of your orator's relations to said D'Wolff
and that said D'Wolff was the agent of your orator in
Chicago, entrusted with the management and control
of a large amount of real estate owned by your
orator and that such estate was held for sale in
the office of D'Wolff, McLay & Quimby for the benefit

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 of your orator.

And your orator further charges on information and belief, that at the time the business connection of said D'Wolf and Quimby was dissolved as aforesaid said D'Wolf was found on accounting to be owing to said Quimby a large sum of money, the exact amount of which your orator is unable to state but that said indebtedness had been long time accruing and arose out of business connected with the said copartnership and not in any way with your orator or his affairs and your orator further charges that said D'Wolf was at that time indebted to said Quimby on sundry transactions between them and among other things for sums due upon real estate contracts - but the precise character of these transacting your orator is unable to set forth and your orator further charges as his belief that at the time of such dissolution and for a long time before and up to the present time the said D'Wolf was and had been entirely insolvent that he was heavily burdened with debt and harassed by creditors, and that his said partner Quimby as well as said Lowe and Thompson well knew the fact and that said Quimby, Lowe and D'Wolf in order to defraud your orator combined together and agreed that the said D'Wolf should execute the said Trust deed to Thompson in a sum sufficient to cover any balance claimed by said Quimby to be due him and that said notes should be made to the order of Benjamin F. Quimby & Co. and your orator charges as his belief that the said Benjamin F. Quimby or either of them never advanced any money whatsoever to said D'Wolf and never would have advanced any in the insolvent condition in which said D'Wolf was when the said Trust deed to said Thompson was executed

and that said Trust was devised and intended by said De Wolff, Quimby and Lawe to defraud your orator and by imposing incumbrances upon your orator's Real Estate to use said real Estate for the payment of some real or pretended indebtedness of said De Wolff or to compell your orator to save his property from sacrifice by advancing money to pay said indebtedness of said De Wolff. your orator further charges that the sum mentioned in said Trust Deed far exceeds the sum really due from said De Wolff to said B. F. Quimby & Co or to either of them.

And your orator shows that he was not aware of these transactions or of the action of said De Wolff in that behalf until about three years after the making of said Trust deed and of said Mortgage viz about the month of march of the current year, when your orator received the letters hereunto annexed and made part of this bill of complaint, marked "Exhibit C" from said Benjamin F. Quimby.

And your orator charges and insists that said De Wolff never had any valid power and authority from your orator sufficient to enable him to execute a mortgage or trust deed or any other incumbrance upon your orator's said Real Estate that said above mentioned power of attorney does not give or confer any such authority, nor has your orator ever in any other way or manner conferred the same upon said De Wolff. and that the same will appear when said power shall be produced.

And your orator further shows unto your Honor that upon receipt of said letters your orator again applied to said B. F. Quimby & Co, said Thompson, and requested them and each of them to deliver up said Trust deed and Mortgage that the same might be cancelled as said,

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with which reasonable request your orators had hoped the said B. F. Quimby & Thompson would have complied as in justice and equity they ought to have done.

But now so it is may it please your Honor, that the said Quimby Lawe & Thompson, combining and confederating with the said D'Wolff and with divers other persons to your orator unknown who when discovered, your orator prays he may be at liberty to join as parties defendant to this his bill of complaint absolutely refuse to deliver up to your orator or to cancell, or to cause and procure said Trust deed to be delivered & to be cancelled, although the same were fraudulently obtained in manner aforesaid and are providing as your orator is informed and believes to enforce said Trust deed by sale of the premises under the power of sale therein contained in order to compel the full payment of the entire sums set respectively forth in said instruments pretending and claiming that said instruments are valid and not fraudulent and void as your orator alleges.

all of which actings and doings of the said defendants are contrary to equity and good conscience and tend to the manifest injury wrong and oppression of your orator. and for as much as your orator is remediless in the premises according to the strict rules of the common Law and can only have relief in a court of equity, when matters of this sort are properly relievable and cognizable to.

To the End therefore that the said D'Wolff, Quimby, Lawe & Thompson and the rest of the said confederates when discovered may severally upon their several and respective corporal oaths attend

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ing to the best of respective information knowledge
remembrance and belief, full, true, perfect and distinct
answers make to all and every the matters aforesaid,
and that as fully as if the same were herein repeated
and they particularly interrogated thereto; and more
especially that the said defendant may answer and
set forth.

1. Whether said Power of attorney is in their or either of
their power or control and if so that they produce the
same or a copy thereof.
2. That they state exactly what was the consideration of
the said Trust deed and when the same was executed.
3. That they state whether said Benj. F. Quimby and co
ever did advance to said De Wolff any sum or sums
of money on the security of said Trust deed or otherwise,
if yea how much - state fully the circumstances
of such loan -
4. That they state what has been said De Wolff's busi-
ness during the four years prior to the execution of said
Trust deed, and with whom if any one he has been
associated in business -
5. That said Quimby state whether or not he has been
a partner of said De Wolff at any time or in any busi-
ness - if so when - during what time and in what business
6. That said Quimby state when said Copartnership of
Benj. F. Quimby & Co was formed in what business they
are engaged -

11 7.

That they or some of them state how many times, how long, with what other persons and in what business said Quimby & said De Wolff have been associated -

8.

That they or some of them state the result of such copartnership of Quimby and De Wolff or of both of them and whether the business of the same was prosperous and whether said De Wolff was or was not and at the expiration of the same to be owing said Quimby and if so, how much and state particularly for what objects -

9.

That they may set forth with particularity what was the state of account between said De Wolff and said Quimby at the time of the dissolution of their copartnership and if said De Wolff was found indebted to said Quimby or to any of the partners of such firm and what provision if any was made for such indebtedness - state all the facts in that behalf -

10.

That they or some of them may state what were the pecuniary circumstances of said De Wolff at the time of the date of said Trust deed and at the time of the execution of the same and for some months prior thereto and whether said De Wolff was not in embarrassed circumstances and that said Quimby state whether such fact was not known to him prior to the execution of said Trust deed -

11.

That said Quimby state whether he was not at the time of the execution of said Trust deed acquainted with the pecuniary condition of said De Wolff, if yes, that he state when he first became acquainted with the same.

12. That they or some of them state whether said ^{firm of} Benj F. Quimby also ever loaned said De Wolff any sum or surplus of money and if yea how much and when such loan took place & on that consideration state fully all the circumstances attending such loan -
13. That they state fully what property said De Wolff had at the time of the execution of said Trust deed and what was the amount of said De Wolff's indebtedness at that time -
14. That they state whether the complainant's real estate or some of it was not managed in the office of one of the firm in which the defendant Quimby was partner - if yea in which and what was the real estate so managed - and for how long time had they control of it & for what purpose -
15. That they state whether the premises described in said Trust deed was not on the books of one of the firm in which said Quimby was partner and whether they did not pay taxes on the same and whether they did not have the same for sale -
16. That said De Wolff state whether he considered himself authorized to dispose of the property of the complainant for his own benefit and if yea for how long time he has so considered himself so authorized and what are his reasons therefor -
17. That said Quimby and Lam state whether they did not know at the time the said Trust deed was made that it was executed solely for the benefit of said De Wolff and if not let them state when they

first discovered that fact -

18. That said Quimby and Law and De Wolff state exactly what was the consideration of said two notes described in said Trust Deed - that they trace such consideration back to its first origin and state when it arose - how - whether for money loaned - real estate transactions or both - or out of what other matters and how it has grown to the sum of \$2229.⁶⁵/₁₀₀.
19. That they state whether said De Wolff at the time of the dissolution of his connection in business with said Quimby - or at other times prior to the making of said trust deed did not owe said Quimby or said Law upon real estate contracts - if yea state fully what such indebtedness was and how it has been paid if at all -
20. Was not a part or all of the consideration of said notes mentioned in said Trust deed an indebtedness on the part of said De Wolff to said Quimby or to some other person upon purchase of real estate or agreements in reference thereto if yea state how much & to whom such indebtedness was due -
21. That Quimby and said De Wolff state whether said Quimby has not been informed of the business of said De Wolff and if so how long he has been so informed and particularly whether he has not been informed of the business relations of said Quimby with the complainant and that said De Wolff was the agent of the complainant for the sale of the complainant's lands or some of them - and when he became acquainted with such facts

and how and by whom it was communicated - and whether any of the lands of the complainant were ever offered for sale or in any way advertised or putted for sale in the office of De Wolff Maclay & Quimby or in any Real estate office in which said Quimby was interested and if so what lands - or if the taxes upon such lands were paid in any such office -

22. That the defendants state under what pretext the defendant De Wolff executed the Trust deed upon the complainant's lands to receive the said two notes, and whether the suggestion to make such trust deed upon such lands came from the defendant De Wolff and if not from him from whom it did come -

23. That they state fully all the circumstances under which said De Wolff offered to give or did give said Trust Deed. State the whole transaction. Who was present at the time of executing the notes and deed - by whom they were drawn - and what conversation took place at the time

24. That they state what reasons induced said B. F. Quimby to accept a mortgage of the complainant's property for said De Wolff's debt, why they thought that De Wolff had power to pledge the complainant's property for his (De Wolff) debt. Whether they have not known that De Wolff was only the complainant's agent to sell his realty in Cook County, and whether the debt ^{secured} ~~incurred~~ by said Trust deed had not accrued before said Trust deed was taken in whole or in part - and whether the said Quimby did not at the time of the execution of the Trust deed consider said De Wolff as ^{able} ~~attending~~ to pay said two notes - and whether said Trust deed was not

taken to compel the complainant to pay said notes - ~~and~~
and that they explain why said notes were suffered to
remain so long unenforced and why there was so much time
suffered to elapse before application was made to the com-
plainant, and how said Quimby informed himself that the
complainant was ignorant of the existence of said Trust
deed at the time when exhibit C. was written.

And that the said Benjamin F. Quimby Joseph
Low and John H. Thompson and William F. DeWolff
may make a full and true discovery and disclosure of the
several matters aforesaid and may be compelled by the decree
of this honorable court to deliver up to your orator the said
Trust deed to be cancelled - and that the said Trust
deed may be declared void and that said Benjamin
F. Quimby Joseph H. Low and John H. Thompson may be
restrained by the order and injunction of this Honorable Court
from proceeding to foreclose said said Trust deed by sale
or otherwise and that your orator may have such further
and other relief in the premises as to your Honor may seem meet
and the circumstances of his case require.

May it please your Honor to grant unto your
orator a writ of injunction issuing out of and under the seal
of this court to be directed to said Benjamin F. Quimby,
Joseph H. Low and John H. Thompson to restrain them
and either of them from proceeding to foreclose said Trust
deed to said John H. Thompson conveying the north west
Quarter of the North East Quarter of Section Thirty Four
Township Forty Range Thirteen East being forty acres more
or less in the County of Cook State of Illinois either by sale
under the power therein or otherwise as also a summons comman-
ing said Quimby, De Wolff, Low, and Thompson and
either of them to be and appear before this court at a time
therein to be specified and then and there full true direct
and perfect answer make to all and singular the premises

and further to stand to and perform such further order and decree therein as to the Hon Court shall seem meet.

and yr orator will ever pray &c.
Edward Padelford
Per H. Davis Atty.

Davis & Missen
Solicitors of Counsel
for Complt.

Exhibit A.

Whereas William F. De Wolff of the City of Chicago in the County of Cook in the State of Illinois has executed Two (2) certain promissory notes each of even date herewith payable to Benj. F. Quimby & Co or order Six Months after the date thereof and hereof for the full sum of Two Thousand Two hundred and Twenty Nine $\frac{65}{100}$ Dollars (\$2229 $\frac{65}{100}$) one of said notes being for the sum of one thousand and Seventy Nine $\frac{65}{100}$ Dollars (\$1079 $\frac{65}{100}$) and the other for eleven hundred and fifty (\$1150) Dollars - Both being payable at the office of Benj. F. Quimby & Co in Chicago - Now therefore Edward Padelford and Elizabeth L. his wife of the City of Savannah & State of Georgia, by William F. De Wolff their attorney in fact, partly of the first part to secure the payments of said notes each according to its tenor and effect in consideration of one Dollar and for the further sum of Twenty two hundred dollars the receipt whereof is confessed doth grant bargain and sell unto John H. Thompson partly of the second part of the City of Chicago of the County of Cook in the State of Illinois his heirs and assigns forever the premises situated in the County of Cook & State of Illinois described as follows.

to wit, The North West quarter (N.W. 1/4) of the North East Quarter (N.E. 1/4) of Section thirty four (34) Township (40) Range thirteen (13) East, being forty (40) acres more or less. Together with all and singular, the privileges and appurtenances thereto belonging, In Trust nevertheless, that in case default be made in the payment of said notes, either one of them or any part thereof according to the tenor and effect of said notes, then on the application of the legal holder of either said notes the said John W. Thompson party of the second part after publishing a notice in a newspaper printed in the city of Chicago ten days before the day of such sale, is hereby authorized to sell the said premises and right and equity of redemption of the said Edward Padelford and Elizabeth L. his wife party of the first part their heirs and assigns therein at public auction at the north door of the Court House in said city of Chicago, to the highest bidder for cash at the time mentioned in such notice, and is authorized to make execute and deliver to the purchaser or purchasers thereof a Deed or Deeds for the premises so sold, and out of the proceeds of such sale to pay all costs, charges and expenses incurred in advertising and selling said premises, also the principal and interest due in said notes.

And the said Edward Padelford & Elizabeth L. his wife party of the first part for themselves, their heirs, executors and administrators covenants with the said party of the second part that they are seized of said premises in fee simple and that he has good right & full power to grant bargain and sell the same in form aforesaid, that the same are free from all incumbrance and that they will and their heirs, executors and administrators shall forever warrant and defend the same against the lawful claims

of all persons,
Signed and sealed this ninth (9th) day of
April A. D. 1857.

Edward Padelford *(seal)*
By W. F. D'Wolff his atty in fact.
Elizabeth S. Padelford *(seal)*
By W. F. D'Wolff her atty in fact.

State of Illinois }
Cook County } ss.

I O. R. W. Sull a notary
public for the city of Chicago, in and for said
County, in the State aforesaid, do hereby certify,
That Edward Padelford and Elizabeth S. his wife
by William F. D'Wolff their atty in fact who is
personally known to me as the same person whose name
is subscribed to the above Deed appeared before me
this day, in person and acknowledged that they executed
and delivered the said instrument of writing as their
free and voluntary act for the uses and purposes therein
set forth.

And the said Elizabeth S. Padelford wife of the
said Edward Padelford by her said attorney in fact
having been by me examined, separate and apart, and
out of the hearing of her husband, and the contents and
meaning of the said instrument of writing having been
by me made known and explained to her, acknowledged
that she had freely and voluntarily executed the same
and relinquished her dower to the lands and tenements
therein mentioned, without compulsion of her said husband
and that she does not wish to retract the same.

Given under my hand and official seal, this ninth

day of August in the year of our Lord one thousand eight hundred and fifty seven.

L. S.

O. R. W. Lull Notary public.

Exhibit C.

Chicago March 8. 1860

Edward Padelford, Esq.
Savannah, Georgia.

Dear Sir.

On the 9th Day of April 1857. Wm F. D'Wolf, of this city acting as your attorney in fact borrowed \$2259⁰⁰/₁₀₀ giving his notes for that amount, at 6 months and a Trust Deed, as your attorney, on the N. W. 1/4 of the N. E. 1/4 of Sec. 34 T. 40 Range 13 east, 40 acres to secure the above amount. When the notes came due, I extended them six months, Mr. D'Wolf paying the interest for such extension, since that time now nearly two years, Mr D'Wolf has been unable to pay either principal or interest.

I have waited on him, hoping that he would be able to pay me until now I am so situated as to be unable to wait any longer, I did not wish to have a sale made under the Trust deed without first informing you, and for that reason take the liberty of writing you, as the Land is worth so much more than the incumbrances on it, it seemed to me that you would not willingly allow it to be sold for the claims against it.

The interest which I should be entitled to collect would @ 7% per annum.

Unless some arrangement is made very soon for the payment of the amount due me, I shall be forced to have recourse to the security.

Hoping to hear from you soon with reference to

this business,

I am

Yours respy
Benj. S. Dimby.

And thereafter to wit on the twenty ninth day of June A.D. Eighteen hundred and sixty came the said defendants and filed in the Office of the Clerk of said Court, their Demurrer in said Cause, which Demurrer is in words and figures as follows, to wit.

"On the Superior Court of Chicago
Benjamin J. Quinley, Joseph
H. Low, John H. Thompson
and William J. O'Wolf .. In Chancery
vs
Edward Padelford ..

These defendants respectively by protestation not confessing nor acknowledging all or any of the matters and things in the said Complainant's Bill to be true in such manner and form as the same are therein set forth and alleged, do demand thereof, and for cause of demurrer show that said Bill is not sworn to or verified by the affiant of said Complainant or any other person for him, although said Complainant prays for an injunction in said Bill, and the said defendants are required to answer the same under oath. Wherefore and for divers other errors and imperfections appearing in the said file, these defendants humbly demand the judgment of this Honorable Court whether they shall be compelled to make any further or other answer to the said Bill, or any of the matters and things therein contained and pray to be heard thereon with their reasonable costs in this behalf sustained.

Thompson & Bishop
Sols.

Benj. J. Quinley . J. H. Low
John H. Thompson. Wm. J. O'Wolf
By J. N. Thompson prose &
Atty in Behalf.

And thereafter to wit on the second day of July A. D. Eighteen hundred and sixty there was filed in the Office of the Clerk of said Court Supplication Bonds in said cause, which Bonds with Supplication Writ thereupon issued is in words and figures as follows to wit,

"State of Illinois
County of Cook

The People of the State of Illinois
To Benjamin J. Quincy, William J. D'Wolf
Joseph H. Low & John H. Thompson and to your
Attorneys, Solicitors, Agents and Servants and to each
and every of them Greeting.

Whereas it hath been represented to the honorable
Grant Goodrich one of the Judges of the Superior
Court of Chicago, in said County and State aforesaid
on the part of Edward Paterford Complainant in his
certain Bill of Complaint exhibited before said Judge
and filed in said Court against you the said
Benjamin J. Quincy, William J. D'Wolf, Joseph H.
Low and John H. Thompson to be relieved touching
the matters and things therein complained of.

On which said Bill it is stated, among other things
that you are combining and confederating with others
to injure the Complainant, touching the matters set
forth in said bill, and that your actions and
doings in the premises are contrary to Equity and
good conscience. And the said Judge having
thus had endorsed upon said Bill an order that
a Writ of Supplication issue out of said Court according
to the prayer of said bill; The, therefore in consideration

of the premises and of the particular matters in
said bill set forth Do strictly command you the
said Benjamin F. Quincy, William F. DeWolf,
Joseph H. Low & John H. Thompson and the persons
before mentioned, and each and every of you that
you do absolutely desist and refrain from proceeding
to advertise for Sale the premises in Bill of Complaint
described and conveyed to said Thompson by said
DeWolf as agent for the Complainant - in or about the
9th day of April A. D. 1859, and that the said
defendants and each of them do refrain and desist
from exercising any of the power in said deed of
Trust contained and also that they refrain from
negotiating transferring and assigning the Promissory
Notes described in said Trust deed, until this
Honorable Court in Chancery sitting shall make
other Order to the contrary. Hereof fail not under
penalty of what the law directs

To the Sheriff of said County to receive and
return in due form of law,

Witness Walter Kimball Clerk of our
said Court and the Seal thereof at
Chicago in said County this 2nd day
of July A. D. 1860.

Walter Kimball - Clerk "

(Sheriff's return)

Served this Writ on the within
named Benjamin F. Quincy, William F. DeWolf
Joseph H. Low and John H. Thompson by delivering
a true copy thereof to each of them, this 3rd day of
July 1860.

John Green - Sheriff

By A. C. Stearns - Deft Sheriff "

(Injunction Bond)

" Know all Men by these Presents that we Louis Kellenbeyer of the City of Alton and State of Illinois and Edward Paellford of the City of Savannah State of Georgia, are held and firmly bound unto Benjamin F. Quincy, Joseph H. Low, John H. Thompson and William F. DeWolf in the sum of seven hundred dollars lawful money of the United States to be paid to them their executors administrators and assigns, for which payment well and truly to be made we bind ourselves jointly and severally and our respective heirs executors and administrators firmly by these presents. Sealed with our seals and dated the 30th day of June A.D. 1860.

Whereas said Edward Paellford has commenced his suit in the Superior Court of Chicago on the Chancery side praying among other things that said Benjamin F. Quincy, Joseph H. Low and John H. Thompson may be enjoined from proceeding to a sale under a foreclosure of a certain trust deed from said Paellford conveying to said Thompson as Trustee the North West Quarter of the Northeast Quarter of Section Thirty four, Township 40. range thirteen East being in the County of Cook and State of Illinois. which said suit was commenced by filing the Bill of Complaint on the 14th day of June A. D. 1860.

And whereas also on petition of St. Davis praying for an Injunction a writ of Injunction has been granted by order of Court in accordance with the prayer of said Petition.

Now therefore the condition of the above obligation is such that if the above bounden Edward Paellford

and Louis Kellenberger their executors or administrators or any of them shall and do well & truly pay or cause to be paid to the said Quincy, Low and Thompson their executors administrators and assigns all costs and damages which shall be awarded to them or against the said Padelfore in case said Injunction shall be dissolved - then the above obligation to be void, otherwise to be and remain in full force and virtue.

Louis Kellenberger (Seal)
Edward Padelfore (Seal)
by L. Kellenberger his attorney in fact

And thereafter to wit on the fifteenth day of September A.D. Eighteen hundred and sixty came the said defendants by their Solicitor and filed in the Office of the Clerk of said Court his certain Motion in said cause; Which Motion is in words and figures as follows to wit.

"In the Superior Court of Chicago
Edward Padelfore
vs
Benjamin F. Quincy, Joseph Subchawery,
N. Low, John H. Thompson
and William F. O'Holl . . .

And now come the above named defendants by Thompson & Bishop their Solicitors, and move that the Injunction heretofore granted in the above entitled cause be dissolved for the following reasons.

1st The injunction was granted after the appearance of defendants was entered by a demurrer filed and without notice to the defendants,

2. The case was referred to the Master without Notice to defendants & without the knowledge or consent of the defendants after they have appeared and filed their Demurrer to said Bills.

3. The Bill filed in said cause & asking an Injunction is not sworn to & no affidavit of the truth of the matters alleged therein is attached thereto.

Thompson & Bishop
Sole Solicitors."

And afterwards to wit on the seventeenth day of September (being one of the days of the September term of said Court) A. D. eighteen hundred and sixty, the following proceedings were had in said cause, and entered of record in said Court, to wit

"Edward Paellford

vs

Benjamin F. Quinley, Joseph
H. Low, John H. Thompson, Bills
and William F. DeWolf.

And now again comes the parties to this cause and this cause being heard on the demurrer of the defendants to the Bill of Complaint and the Court having considered the Demurrer is of the opinion that the demurrer is not sufficient, the demurrer is therefore hereby overruled, with leave to defendants to file their answer by first day of the next term of the Court. And thereupon the defendants Motion to dissolve the Injunction heretofore granted being being heard is likewise overruled

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* State of Illinois
Cook County vs In the Supreme Court
of Chicago. In Chancery.

And thereafter to wit on the first day of October
one of the days of the October term of said Court in said year
A. D. Eighteen hundred and sixty seven, Came the said
Defendant De Wolf by his Solicitors, and filed in the
Office of the Clerk of said Court his Answer to said
Bill of Complaint in words & figures as follows, to wit:

* The several answer of William G. DeWolf,
one of the defendants, to bill of complaint of Edward
Paddock Complainant, against said William
G. DeWolf, and Benjamin G. Quincy, of Hamilton
Low & John H. Thompson defendants,

This defendant now and at all times hereafter,
saying and reserving all right of exception to
said bill of complaint for answer thereunto
saith,

That he admits that said complainant
was on or about the 11th day of May 1853, the owner
in fee of the Premises described in said bill
of Complaint, and that the said complainant
with Elizabeth L. his wife did execute and
deliver to this defendant a power of attorney
on or about the 11th day of May 1853, a copy of
which marked "exhibit A" is hereto annexed,
and this defendant understood that the design
and intent of said Power was to give this
defendant entire and absolute control of
said Premises therein described and to
authorize this defendant to convey the same
or to raise money upon the same and in
all respects to deal with the same as if it
were the property of this defendant;

And this defendant claims and will insist
that by the terms of said power of attorney
he was authorized to make and execute

The Deed of Trust in said Bill of Complaint mentioned.

This defendant further answering admits that he executed & delivered the Deed of Trust acting under said Power of Attorney as alleged in said Bill, but this defendant expressly denies that the consideration mentioned in said Trust Deed was any prior indebtedness to said Benj. F. Quimby & Co or to one of them or to any other persons or persons and denies that the parties to said Trust Deed knew that the consideration therefore was for the benefit of this defendant and not of said complainant and says that the notes secured by said Trust Deed were given for money and interest thereon then actually loaned to this defendant by said Benj. F. Quimby & Co or then assumed and paid for this defendant and at this defendant's request by said Benj. F. Quimby & Co.

This defendant further answering says that sometime before the execution of said Trust Deed he was a Partner of said Quimby and one James G. Macloy, but that said Partnership was dissolved about the first of July 1856, and that he has not since been a partner of said Quimby.

This defendant further answering says that at the time the business connection of this defendant with said Quimby & Macloy was dissolved this defendant was not found or accounting to be owing said Quimby individually any sum whatever, but was found to have overdrawn his account to the amount of nine hundred & fifty five dollars & eleven cents, but this defendant denies that he was at that

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time indebted to said Quincy in sundry transactions or for any sums due upon real estate contracts or in any way except as herein stated;

This defendant further says that at the time alleged in said bill he was owing considerable sums of money but denies that he was harassed by creditors, and expressly denies that he combined with said Quincy & Low or with any person or persons, whomsoever to defraud said complainant, and denies that ~~such~~ said Trust Deed and notes were executed to defraud said complainant, and denies the allegation of said bill that said Benj' F. Quincy and C^o never advanced any money to said Dr. Wolf, and denies that said Trust Deed was devised to defraud said complainant as alleged in said bill, and denies that the sum mentioned in said Trust Deed far exceeds the sum really due to said Benj' F. Quincy & C^o.

And this defendant answering ^{further} says that the following is a true account of the transactions in said bill of complaint referred to.

This defendant is connected by marriage with and has been a friend of said complainant, since 1850 said complainant has been the owner of and a dealer in Real Estate in and about the City of Chicago & this defendant has been his agent making purchases and sales for him and superintending & directing various

improvements, The complainant residing
 meanwhile in the State of Georgia, the
 said complainant has made large sums
 of money through the purchase sale and
 management of Real Estate in and about
 Chicago in which purchase sale & management
 this defendant has been his sole agent and
 attorney, The said complainant has been
 very liberal toward this defendant loaning
 money to or becoming security for this defendant
 when requested paying drafts drawn on
 him by this defendant for debts incurred
 in his business, and generally giving this
 defendant full power to deal with his Real
 Estate in this vicinity as this defendant should
 think best, and this defendant continued to
 deal with the property of said complainant
 as agent until and long after the execution
 of said Trust Deed; while the defendant was
 a member of the Firm of M'Wolfe, Macdougall,
 & Quinby, the property described in said bill
 was by him entered on the books of said
 Firm with other lands for sale but he knows
 of no means during said Partnership or
 at any other time by which said Quinby &
 Low or either of them could have learned
 anything definite as to the relations between
 this defendant & said complainant except
 as herein before stated, on or shortly before
 the 9th day of April 1857 this defendant
 applied to Benj. F. Quinby & Co. for a loan
 of money, but nothing was said as to the
 person for whose benefit the loan was to
 be made, the said Benj. F. Quinby & Co.

agreed to loan the sum requested upon security and this defendant offered to secure the money upon the premises mentioned on said bill, and the Trust Deed and notes therein mentioned were thereupon executed and delivered to said Benj. F. Quinby & Co., and at the same time the said Benj. F. Quinby & Co. assumed the debt due said Firm of M. Wolf, Macclay & Quinby, herein before mentioned for which together with interest the note for \$10,79⁶⁸ mentioned in said Trust Deed was given & said B. F. Quinby & Co. advanced to this defendant a further sum for which the other note mentioned in said Trust Deed was given and the amount of which this defendant is unable to state, but which was over one thousand dollars and was the amount expressed in said note, less the interest, at the time of the execution of said Trust Deed this defendant believed that he was fully authorized by said Power of Attorney to execute the same & that the said complainant would have ratified & confirmed the same had he been present or informed of the matter this defendant did not inform said complainant of the execution of said Trust Deed for some time afterwards as he expected to be able to pay said notes without calling on said complainant & this defendant acted in good faith in executing said Trust Deed believing he had full and sufficient authority to do the same by said Power of Attorney & believing from the relations then existing between him and said complainant that said

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complainant would have loaned the said sum of money to this defendant or secured the same upon his property.

This defendant further answering says that he is not informed as to whether said complainant applied to said B. G. Quinby & Co. or to said Thompson to deliver up said Trust Deed but leaves the said complainant to make proof thereof as he is advised.

And in answer to the interrogatories in the said bill contained this defendant says
In answer to the first

1. That he has the said power of attorney in his control and that he annexes a copy thereof marked "Exhibit A"

In answer to the second

2. That the consideration of said Trust Deed was money advanced by said B. G. Quinby & Co. to this defendant or paid by said Benj. G. Quinby & Co. for and at the request of this defendant that he is unable to state the exact amount of money paid but that it was the amount expressed by the notes given less the interest to the maturity of said notes and that said Trust Deed was executed when it purports to have been executed

In answer to the third

3. That the said Benj. G. Quinby & Co. did advance and loan to said D. Wolf on the security of said Trust Deed over one thousand dollars for which one of said notes was given & something less than one thousand dollars for which the other note was given was paid by said Benj. G. Quinby & Co. for this defendant

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in payment of a debt of this defendant and at the request of this defendant and on the security of said Trust Deed.

In answer to the fourth

4' That this defendant was engaged in real estate commission & loaning business during the four years next preceding the date of the execution of said Trust Deed that he was associated in business with Col' J. B. F. Russel up to about Jan^y 1st 1855; that he was associated with James G. Maclay & Benj^y F. Quinby from May the 1st 1855 to about July 1st 1856 was in company with said Maclay from about July 1st 1856 to the date of the execution of said Trust Deed

In answer to the eighth

8' That the business of each & all of said Firms was prosperous and that during the existence of said Co^o Partnerships this defendant paid off a large amount of former indebtedness & that he was never found at the expiration of the same to be indebted to said Quinby except as herein stated

In answer to the ninth

9' That at the time of the dissolution of the Firm of D. Wolf, Maclay & Quinby, upon the settlement of accounts this defendant was found to have over drawn ^{his account} nine hundred & fifty five $\frac{1}{100}$ dollars and consequently to owe the said Maclay & Quinby that sum, that said Quinby loaned to this defendant that sum to pay that indebtedness on the security of said Trust Deed as herein before stated.

In answer to the tenth

11. That this defendant was somewhat in debt at the time of the execution of said Trust Deed but that he had during the few years next before that time paid off a large portion of his indebtedness that his remaining creditors were not causing him any particular embarrassment & that he then confidently expected to pay off the whole of his indebtedness in a short time thereafter.

In answer to the 12th

12. That said Firm of Benj. G. Quincy did loan to this defendant several sums of money at different times besides the sums secured by said Trust Deed but this defendant is now unable to state the exact sums & circumstances

In answer to the 13th

13. That this Respondent is unable to state the exact amount of his property & indebtedness at the time of the execution of that said Trust Deed but thinks he then had property in a Bond for \$1000 of one Robert Smith, some Real Estate contracts to the value of about two thousand dollars and his indebtedness was about five thousand dollars over & about some old claims against which he has a legal and equitable defence in

In answer to the 14th

14. That the Real Estate of said complainant in this vicinity was managed wholly & exclusively by this defendant and that no firm of which said defendant Quincy was a partner ever had anything to do with said Real Estate except that some of such Real Estate may have been entered in the books and advertisements of said firm as for sale in the same manner

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That property belonging to individual members of the firm may have entered but that it was always understood that this defendant had the exclusive control of the same

In answer to 15th

15. That to the best of this defendant's information and belief, no firm of which said Quinby was a member ever paid taxes on said premises

In answer to the 16th

16. That this defendant did consider at the time of the execution of said Trust Deed that he was authorized to dispose of the property mentioned in said Power of Attorney that he did not consider himself authorized to dispose of said complainant's property generally for his own benefit but this defendant did believe and consider that said complainant would either loan money to this defendant or become security for him or allow him to raise money on property he had particularly placed in his hands to dispose of & the reasons for this belief are the relationship between defendant & complainant and the repeated acts of accommodation & friendship by complainant for defendant.

In answer to 18th

18. That he has already answered as fully as it is in his power to answer.

In answer to the 19th

19. That this defendant at the time mentioned in said interrogatory did not owe said Quinby or said law upon any real estate contracts whatever.

In answer to the 20th

20' That no part of the consideration ~~was~~ was an indebtedness to Low, Quinby, or any other person upon purchases of Real Estates or agreements in reference thereto;

In answer to 21st

21' That this defendant thinks he informed the said Quinby that he had the general control & management of said Complainant's Real Estate but he does not know of said Quinby's receiving any other or more definite information in regard to said Real Estate.

In answer to the 22nd

22' That this defendant executed said Trust Deed, believing that he had authority to execute the same as herein before stated & that he expected to be able to pay off said indebtedness when due & that he suggested securing said notes in this way;

In answer to the 23rd

23' That he has already stated the circumstances under which said Trust Deed was executed as fully as he is able to recall the same, that he is unable to state who were present or what conversation took place at the time,

And this defendant denies all manner of unlawful combination and confederacy wherein he is by the said Bill charged without this that there is any other matter cause or thing in the said complainant's said Bill of complaint contained material or necessary for this defendant to make answer unto and not herein and hereby will

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will and sufficiently answered, confessed,
traversed and avoided or denied, is true to
the knowledge or belief of this Defendant;
all which matters & things this defendant is
ready and willing to aver, maintain, & prove
as this honorable Court shall direct and humbly
prays to be hence dismissed with his reasonable
costs & charges in this behalf most wrongfully
sustained.

William G. D'Wolf
Thompson & Bishop
Sole ^{rs} for D'Wolf

State of Illinois,
Cook County P. On this 26 day of
September A.D. 1860, before
me personally appeared the above named
William G. D'Wolf and made oath that
he has read the foregoing answer by him
subscribed & knows the contents thereof and
that the same is true of his own knowledge
except as to the matters which are therein
stated to be upon information & belief and
as to those matters which are therein he believe
it to be true

Walter Kimball Ck.

Exhibit C.

Know all men by these Presents, that I Edward Paddelford of Savannah, County of Chatham and State of Georgia, and Elizabeth L. Paddelford his wife have constituted and appointed and by these Presents do constitute and appoint William G. D'Wolf of Chicago County of Cook and State of Illinois my true and lawful attorney with full power and authority for me in my name and as my act and deed to give grant bargain and sell or by any other lawful means to alien convey and assure) all my right, title and interest in and to the East half of the North East quarter and the West half of the North East quarter of Section Thirty four (34) Township Forty (40) North Range Thirteen East in the said County of Cook and State of Illinois to any person or persons whomsoever, to have and to hold to the said person or persons, their heirs, Executors, Administrators and assigns forever, and for me and in my name such convenient fit and proper deed or deeds to make execute seal, deliver and acknowledge as to my said Attorney shall seem expedient in due form of Law to carry the right, title and interest herein before specified with such covenant or covenants general or special of warranty or otherwise in the said deed or deeds contained as to my said Attorney shall seem expedient; and for me and in my name to accept and receive the sum or sums of money or other

or other consideration or considerations whatsoever which shall be coming to me on account of the said conveyance, and to accept and receive such security therefor as to my said attorney may seem expedient; and generally giving to said attorney full power and authority to do execute and finish all things in the Premises in as full ample and complete a manner as I myself might do if personally present, hereby ratifying and confirming all things lawfully done by my said attorney by virtue hereof, In testimony whereof we have hereunto set our hands and seals this Eleventh day of May A.D. 1853

In presence of	} Edw. Padelford (Seal)
James E. Godfrey P.P.C.C.C.	
Wm. H. Bullock	Notary Public Witness to Mr. E. Padelford
Crawford Arnold	Witnesses to the signature
Jas. H. Carr.	of Mr. E. L. Padelford,

State of Georgia }
 Chatham County }

I, John F. Guilmarin, clerk of the inferior Court, in and for the County and State aforesaid, do hereby certify that James E. Godfrey, Esqrs, whose name is affixed as a witness to the Power of Attorney on the preceding page printed and written, was at the time of the execution thereof an acting and duly qualified Justice of the Inferior Court in and for the County aforesaid duly authorized to attest deeds and other papers for record in said State, and that William H. Bullock whose name is also affixed as a witness to said Power was at the time of the execution thereof

an acting and duly qualified Notary Public
in and aforesaid County, duly authorized, to
attest deeds and other Papers for record in
said State, and that the respective signatures
purporting to be theirs are genuine and that
full faith and credit are due to their official
attestations, In testimony whereof I have here-
unto set my hand and affixed the seal of
said Superior Court at Savannah this seven-
teenth day of May A. D. One Thousand Eight hundred
and fifty three

Jno. F. Guilmarline
Clerk. Inf. Ill

State of Pennsylvania }
City & County of Philadelphia }

Be it remembered
that on this seventeenth day of May Anno Domini
Eighteen Hundred and Fifty Three, before me
James Heury Carr, a Commissioner residing in
said City duly appointed and commissioned
by the Governor of the State of Illinois to take
acknowledgements and proof of the execution
of deeds and other instruments in writing
under seal to be used or recorded in said
State of Illinois personally appeared Elizabeth
L. Paddleford wife of the within named
Edward Paddleford who is personally known
to me to be the person, who executed the within
written letter of attorney whose name is subscribed
to the said Power of Attorney as having executed
the same and acknowledge to me separate
and a part from her husband on a due
examination and the contents of the same having

been fully made known and explained to her that she had executed. She same & relinquished her dower to the Lands and Tenements therein mentioned, voluntarily, freely, and without compulsion of her said husband.

In witness whereof, I have hereunto set my hand and affixed my official seal as Commissioner of the said State of Illinois at my Office in the City of Philadelphia and State aforesaid this seventeenth day of May A.D. 1853,

Gas H. Carr, Commissioner of the State of Illinois for the City of Philadelphia.

S. L.

And thereafter to wit on the first day of October
said day being one of the days of the October term of said Court in said year
 A. D. Eighteen hundred and sixty, came the said
 Defendant Benjamin F. Quinley by his Solicitor, and
 filed in the Office of the Clerk of said Court his
 answer to said Bill of Complaint. Which Bill of
 said answer is in words and figures as follows
 to wit.

"The Superior Court of Chicago
 October term A. D. 1860.

State of Illinois
 Cook County. In Chancery.

The several answers of Benjamin
 F. Quinley one of the Defendants to the Bill of
 Complaint of Edward Paellow against the
 said Benjamin F. Quinley, A. Hamilton Low
 John H. Thompson & William F. De Wolf.

This respondent preserving all rights of exception
 to said Bill of Complaint for answer thereto saith
 that he admits that said Complainant was the
 owner in fee of the premises in said Bill of
 Complaint described at the time alleged in said Bill
 and did execute & deliver to William F. De Wolf a
 Power of Attorney authorizing said De Wolf to give
 grant bargain & sell or by any other lawful means
 to alien, convey and assure the said Complainant's
 right title & interest in & to the said premises in
 said Bill described a copy of which Power of Attorney
 is annexed to the answer of said De Wolf filed in
 this cause and to which this respondent prays leave
 to refer.

This respondent further answering admits that
 said De Wolf acting under said Power of Attorney
 died on the 9th day of April A. D. 1857 as the attorney

in fact of said Complainant the said wife executed and deliver to said John H. Thompson a certain deed of trust to secure the payment of two promissory notes one for the sum of Eleven hundred and fifty dollars and the other for the sum of One thousand and seventy nine dollars and sixty eight Cents both payable to Benjamin F. Quinby & Co and both now owned by and belonging to this respondent, but this respondent denies that the consideration of said Notes & said Trust deed was any prior indebtedness of said De Wolf to said Quinby & Co. or to one of them or to any other person or persons and denies that he knew when said instrument was executed, that the consideration thereof was solely for the benefit of said De Wolf and denies that he knew that said De Wolf did not authorize said De Wolf to execute any such instrument, and avers that the consideration of said Notes was for the purpose of said Notes the sum of Nine hundred and fifty five dollars & $\frac{1}{100}$ advanced and paid by Benj. F. Quinby & Co at the request of said De Wolf in payment of a debt due from said De Wolf upon the settlement of the accounts of the firm of De Wolf Mackay & Quinby said indebtedness having arisen from said De Wolf's drawing out of the funds of said firm, so much more than he was entitled to draw, such overdraws having been made during the year 1856 & about the time when said De Wolf was building a block of Stores for said Complainant and said Note for \$1079 $\frac{68}{100}$ having been given for said purpose advanced & paid by said Benj. F. Quinby & Co. together with the interest on said sum to the time of the maturity of said Note, and that the consideration for the first of said Notes was the sum of One thousand

and twelve dollars and interest thereon to the maturity
 of said Note, the said sum being loaned & advanced
 by said Bank, J. Dummer, & Co. to said De Wolf on the
 9th day of April A. D. 1854 on the Security of said
 Trust Deed and that both of said sums were
 advanced and paid upon the Security of said Trust
 Deed & would not have been advanced but upon said
 Security, or other security regarded by said Dummer
 & Co. as equally good, and this respondent says that
 for some years previous to the execution of said Trust
 Deed the said De Wolf had had the general control
 and management of said property described in said
 Trust Deed & other property which appeared by the
 records to belong to said Complainant - that this
 respondent has been informed that said Complainant
 was a near relative or connection of said De Wolf
 that he knew that said De Wolf had been erecting
 Buildings and making other improvements upon the
 property of said Complainant - purchasing other property
 for said Complainant - making payments thereon and
 in all respects looking after and dealing with said
 property as though it were his own and from these
 and various other Circumstances & information of the
 like character this respondent believed at the time
 of the execution of the said Trust Deed that said De
 Wolf was the real or equitable owner of said Real
 Estate and that it was bought & sold in the name of
 said Complainant either on account of outstanding
 debts of said De Wolf or to secure it for the benefit
 of the wife & family of the said De Wolf against the
 chances & contingencies of the future and this respondent
 believed that said Power of Attorney authorized said De
 Wolf to execute said Trust Deed and that he advanced
 the money as hereinbefore stated in good faith upon the

strength of said Security and believing that said money was received by or expended for the benefit of the real owner of said premises.

This respondent further answering says that said De Wolf was a Member of the firm of De Wolf, Mulvey & Dumbly from about May 1, 1853 to about July 1, 1856 in a general real estate, Commission & Lending business and that he has at no other time been a partner of said De Wolf. And this respondent says that he knew as hereinbefore stated that said De Wolf was the general Agent of the said Complainant and understood that he had the general management & control of said property of said Complainant, He believed that some of the property was entered on some of the books of said firm of De Wolf, Mulvey & Dumbly as for Sale, but said firm never had any control over or management of said property and this Respondent is unable to state whether the particular property described in said Power of Attorney & said deed of trust was entered at all in said books or whether said firm offered the same for Sale.

This respondent further answering says that upon the dissolution of the firm of De Wolf, Mulvey & Dumbly the said De Wolf was found to be indebted to said firm in the sum of Nine hundred & fifty five & 1/2⁰⁰ dollars having drawn out that sum during said partnership as hereinbefore stated, but was not indebted to this respondent individually in any sum either for sums due upon Real Estate Contracts, or for anything else at said time. And this respondent was informed & believed that said De Wolf was owing some debts, but did not know that he was utterly insolvent or heavily burdened with debt, or harassed by creditors, but this respondent

believed at that time mentioned in said Bill, that said De Wolf here paid off a large portion of his old debts and that he had the means to pay off & cancel his remaining indebtedness and he denies that he combined with said Low & De Wolf or with any other person or persons to defraud said Complainant - and denies that said Notes & Trust Deed were executed in pursuance of the Agreement alleged in said Bill and says as heretofore stated that said Notes & Trust Deed were executed & delivered to secure actual sums of money the interest thereof advanced & paid out to and for the benefit of said De Wolf at his request at the time of the execution of the said Trust Deed & advanced and paid out on the security of said Trust Deed.

And this respondent denies that said Benjamin F. Quincy Esq. never or advanced money to said De Wolf and denies that said Trust Deed was devised or intended to defraud said Complainant and denies that the sum mentioned in said Trust Deed far exceeds the sum really due this Respondent and says that the firm of Benj. F. Quincy Esq. loaned various sums of money at various times to said De Wolf, that said firm loaned said De Wolf on the 23^d day of December September 1856, One hundred dollars which he paid on the 29th September, 1856; They held a Note of said De Wolf dated Sept; 16. 1856 payable in 60 days after its date, on which said De Wolf paid \$200. Oct. 16. 1856, \$212.⁰⁰ Oct. 17. 1856 & the balance of Nov. 27. 1856. - Said firm made a loan to said De Wolf to take his Note for \$150. Dec. 3. 1856 at 30 days, which was paid Jan; 10. 1857. - Said firm loaned to said De Wolf Oct. 15. 1856 \$652.²⁵ & took his Note for \$662.²⁵ which ^{was} paid Feb 26. 1857. - Said firm also held a Note for \$816.⁰⁰, dated Aug. 28. 1856 &

Secured by a Bond of Robert Smith for \$1000. which was subsequently paid on the 24th of June 1867 & said firm loaned said DeWolf \$130 a part of which was subsequently paid & a balance of which is still due.

This defendant further answering denied that said DeWolf never had any valid power of authority to execute said Trust Deed as alleged in said Bill but claims & will insist that said DeWolf was authorized to execute and deliver said Trust Deed under said Power of Attorney and that he was authorized to raise money on said premises under the general power and authority given him by said Complainant to manage control & improve said Complainant's property, and that the said Complainant has waived the right to insist on claim that said Trust Deed was unauthorized, by lapse of time.

And this respondent says that he has no knowledge or recollection of any application or request from said Complainant's Agent to deliver up said Trust Deed and therefore leaves said Complainant to make proof thereof as he may be advised.

This respondent says he has no knowledge or information or belief as to whether or not said Complainant was aware of said transactions prior to the month of March 1860 & therefore neither admits or denies the allegations of said bill in that behalf but leaves said Complainant to make proof thereof as he may be advised.

And this respondent further answering the special interrogatories in said Bill contained says in answer to the 1st

That said Power of Attorney is not in his power

or Contro.

In answer to the 2nd

2. That said Consideration was as herebefore stated the sum of \$955 ¹¹/₁₀₀ for one and \$1012. for the other and interest on each of said sums from the date to the maturity of said Notes. and that said Notes & Trust deed were executed and delivered at the time they purport to have been executed. -

In answer to the 3rd

3. That said Benjamin, F. Dumbley, Esq. advanced the sum of money stated in the Answer to the foregoing Interrogatories on the security of said Trust Deed, that this respondent is unable to recite the circumstances of said transaction except that said De Wolf expressed the desire to negotiate a loan on said property as security - That nothing was said as to the person for whose benefit the loan was to be made; that this respondent understood from said De Wolf that he the said De Wolf had ample power and authority, to secure the money on said premises & that if any other further power was needed that it would be conferred said by said Complainant - that this respondent supposed & believed that said De Wolf had expended money in managing & improving the property of the said Complainant & in purchasing property for said Complainant & wanted to raise money to pay off such expenditures, so that said premises were really and equitably the property of said De Wolf.

In answer to the 4th

4. That said De Wolf was for several years associated in business with one Col. J. B. F. Russell as this respondent has been informed & believed, that from about the 7th of May 1855 to July 10th 1856

said D. Wolf was associated in business with this respondent and James G. Muelay, and that after the dissolution of said firm & until after the date of the execution of said Trust Deed said D. Wolf was associated in business with said Muelay.

In answer to the 5th & 6th

5. That this respondent was a partner of said D. Wolf
 6. as stated in the foregoing answer in a general partnership, Lending & Commission business - that the business included the purchase & sale of Real Estate, the effecting & negotiating loans and the purchase & sale of Negotiable paper.

In answer to the 7th

7. That this respondent was a partner of James G. Muelay from about Dec. 1, 1854 until the firm of D. Wolf, Muelay & Dumbley was formed about May, 1855 - that he was a member of said firm of D. Wolf, Muelay & Dumbley as before stated from about May 1, 1855 to its dissolution about July 1, 1856 - that the firm of Benjamin & Dumbley & Co. was formed about September 1, 1856 & composed of this respondent and his co-defendant J. Hamilton Law and was engaged in the business of Lending Money on Real Estate being that this respondent continued a member of said firm until about September 1, 1859 & that these are the only firms and persons with whom he has ever been associated in partnership.

In answer to the 8th

8. That this respondent knows of no partnership of Dumbley & D. Wolf except the partnership of D. Wolf, Muelay & Dumbley as heretofore set forth - that the business of said firm of D. Wolf, Muelay & Dumbley was prosperous and that at the expiration

said De Wolf was not found to be owing this respondent individually but was found to have overdrawn his account as hereinafore stated - that no provision was made for such overdraft until the time of the execution of said Trust Deed when the said firm of Bay, F. Quincy & Co. loaned the sum necessary to pay said indebtedness on the Security of said Trust Deed & the said indebtedness was paid and cancelled

In answer to the 10th & 11th

- 10. That this respondent was not particularly acquainted
- 11. with the pecuniary condition of said De Wolf at the time of the execution of said Trust Deed, and that he does not know or think him to be in embarrassed circumstances - that he has heard of some debts outstanding against him, but that he has been informed & believed that said De Wolf has an equitable defence to some claims made against him & that the claims would never be prosecuted or enforced, that he believed other claims to be under his control and that he believed the said De Wolf had the means to pay off and satisfy all or nearly all the claims against him.

In answer to the 12th

- 12. That said firm of Bay, F. Quincy & Co. did loan to said De Wolf various sums of money as herein before set forth, but this Respondent is unable to state more fully than he has already stated the circumstances connected with said loans.

In answer to the 13th

- 13. That he has no knowledge information of interest as to the matters referred to, except as hereinafore stated.

In answer to the 14th & 15th

- 14. That he has no knowledge of any Real Estate of
- 15. said complainants being managed in the Office of any

firm of which he was never a member. - That said premises may have been entered on the Sales books of said firm of DeWolf & Mackay & Quinby by said De Wolf, but that neither said firm, nor any other firm of which this Respondent was ever a member, ever had any communication with said Partifore, or ever had any control or management of said property, or ever paid taxes upon said property.

In answer to the 17th

17. That this respondent did not know at the time of the execution of said Trust Deed that it was executed solely for the benefit of said DeWolf and that he was never informed that such was the case prior to about the time of filing of said Complainant's bill.

In answer to the 18th

18. That he has already stated the consideration of said Notes - That the money for which both of said notes was given to the amounts hereinbefore stated were advanced & loaned by said Bay, J. Quinby & Co, at the date of the execution of said Trust deed & notes.

That the indebtedness of said DeWolf to said Mackay & Quinby to pay which the money for which one of said Notes was given was loaned, arose from said DeWolf making overdrafts as aforesaid - that this overdraft was made about the time of or shortly after the said DeWolf had been engaged in building a block of Stores on said Complainant's property that this Respondent believed that said DeWolf had used the money in building said Stores or had incurred debts in building said Stores, or in the purchase of property for said Complainant, which made it necessary for him to use said money.

In answer to the 19th and 20th

19. That said De Wolf did not owe this Respondent
 20. or this Respondent jointly with said Law upon any
 real Estate contracts either at the time of the
 dissolution of said firm or at any other time prior
 to the execution of the said Trust Deed and that no
 part of the Consideration of said notes was an indebted-
 ness of said De Wolf upon any purchase of Real
 Estate or any Agreements in reference thereto.

In answer to the 21.

21. That this Respondent has been informed to some
 extent of the business of said De Wolf - that he
 learned something of the same as far as 1857 that
 occasionally received information of the same down to
 this day & believes that he is still in ignorance as to
 many particulars thereof - that he has been informed
 & understood that said De Wolf was the general
 Agent for said Complainant - that he had the entire
 control and management of said Complainant's real
 Estate in & about Chicago, that he understood that
 said ^{De Wolf} ~~complainant~~ bought & sold, made improvements
 & raised money & paid the taxes upon the said Real
 Estate as though it were his own - that he is unable
 to state from whom or when he first obtained this
 information and he says he believes some of said
 lands were entered by said De Wolf in a sales book
 of said De Wolf, Maclay & Quincy - and that he thinks
 he recollects said De Wolf paying the taxes on said
 lands out of his own pocket - that said firm never to
 his knowledge exercised any control over said Real
 Estate or paid any taxes on the same, but he always
 understood & believed the same to be under the
 exclusive control & management of said De Wolf.

In answer to the 22nd & 23rd

22. That the said De Wolf suggested securing said

loan upon said Lands, and this respondent understood said De Wolf to say, that he had authority to raise money on said Lands and said De Wolf exhibited his said Power of Attorney from said Complainant and stated that he considered & supposed said Power to be sufficient, but that if any further authority was wanted that said Complainant would give it, that said Notes & Deeds were drawn up by this respondent, that no person was present except this respondent and said De Wolf, and perhaps said Low, a part of the time, and that this respondent is unable to recall the conversation which took place further than herein before stated.

In answer to the 24th

24.

That this respondent was induced to accept said Security, because he believed it to be ample Security for said indebtedness, & because he believed that said De Wolf has full power & authority to raise and secure money on said property - that he believed said De Wolf has such power & authority from reading said Power of Attorney and from the control which De Wolf has for years exercised over said property & from other circumstances & information heretofore referred to which led this Respondent to believe that said De Wolf was interested in and probably the real & equitable owner of said property - that this Respondent did not know that said De Wolf was merely the Agent of said Complainant to sell his realty in Cook County, but believed said De Wolf to have the general control over & management of said realty as heretofore stated & believe said De Wolf has authority to & did buy & sell, make improvements & raise money upon the said Real Estate, and that Respondent says that said debt had not accrued before

Said Trust Deed was given and that this Respondent did not consider the said De Wolf as utterly unable to pay said Notes when they were given, although he relied upon the security given by said Trust Deed and that said Trust Deed was taken to secure the payment of said Notes, but this Respondent did not know & did not care whether said Notes would be paid by said De Wolf or by said Complainant, he supposed if said Complainant were the owner of said Real Estate he would probably pay the Notes either by his agent or himself if said De Wolf was the equitable owner of said Real Estate that said De Wolf would pay said Notes - that after said Notes became due said De Wolf requested repeated postponements of them & paid interest on such postponements, and that this Respondent believing that they would ultimately be paid and that they were secure, & considering that it was difficult to pay money in such times allowed the Notes to lie along & returned the same - that this Respondent understood that said De Wolf had the entire management of said Complainant's business, & therefore did not apply to Complainant personally until a long time after said Notes became due, & after repeated applications to said De Wolf and until he had inferred from the answers of said De Wolf to his interrogatories that said Complainant might be ignorant of the transaction & that he then immediately wrote to said Complainant.

That this defendant denies all and all manner of unlawful combination and confederacy whereunto is charged by the said Bill, without this, that there is any other matter cause or thing in the said Complainant's said Bill of Complaint contained material or necessary for this Defendant to make

answer unto and not herein and hereby well and
 sufficiently answered confessed traversed & avoided
 or denied is true to the knowledge or belief of this
 Defendant; all which matters and things this defendant
 is ready and willing to aver, maintain and prove
 as this honorable Court shall direct and humbly
 prays to be hence dismissed with his reasonable
 costs and charges in this behalf most wrongfully
 sustained.

Thompson vs Bishop
 Debt of Debt

Benj. F. Dumbley

"State of Illinois
 Cook County" ss.

On this first-day of October
 A. D. 1880, personally appeared before me the above
 named Benjamin F. Dumbley and made oath that
 he has read the answer above by him subscribed
 and knows the contents thereof and that the same
 is true of his own knowledge except to the matters
 and things therein stated to be on information and
 belief, and as to those matters he believes it to
 be true.

Walter Kimball - Clerk."

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And hereafter also on the said first day of said day being one of the days of the October term of said Court in said year October V. D. eighteen hundred and sixty one and the said defendant J. S. Low and filed in the Office of the Clerk of said Court his Answer to said Bill: Which Answer is in words and figures as follows, to wit.

"In the Superior Court of Chicago
Of the October Term 1860.

State of Illinois
Cook County &c

The general answer of Joseph Hamilton Low, one of the defendants to the Bill of complaint of Edward Passelford against William, F. De Wolf - Benjamin F. Quinby & said Joseph H. Low & John H. Thompson Defendants.

This Respondent preserving all rights of exception to said Bill of complaint and answer thereto saith that he admits that said Complainant was at the time alleged in said Bill of complaint the owner of the premises in said Bill described & that he with his said wife executed a Power of attorney on the 11th day of May 1853 to William F. DeWolf this Respondent's co-defendant and that said De Wolf acting under said Power executed and delivered to John H. Thompson a Deed of Trust as alleged in said Bill for the benefit of Benjamin F. Quinby & this defendant claims & insists that said Power of Attorney authorized the execution of said Trust & that said Trust Deed was received by this Respondent & said Quinby in good faith & that upon the delivery of said Trust Deed said Benf: F. Quinby & Co. advanced

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and loaned a large sum of money & that they had reason to believe and did believe that said money were loaned for the benefit of the real & equitable owner of said premises.

This respondent further answering denied that the consideration for said Trust Deed was any prior indebtedness of said De Wolf to said Quincy, or to any other person or persons and denies that he knew at the time when said instrument was executed, that the consideration therefor was solely for the benefit of said De Wolf and denies upon information & belief that said instrument did not authorize said De Wolf to execute such an instrument and says that said Trust Deed was given to secure two sums of money loaned & advanced by said Benj. F. Quincy the one at the time of the execution of said Trust Deed - that the sums loaned were the amounts expressed in said notes less the interest from the date to the maturity thereof, the said interest being computed and included in said notes - that this respondent understood & believed that said De Wolf was either the real & equitable owner of said property or had the entire management & control of the same & was authorized to raise money upon the same.

This respondent further answering admits that said Quincy was a partner of said De Wolf some time before the execution of said Trust deed, but denies that the firm of Benj. F. Quincy & Co. was formed about the time of the execution of said Trust deed and says that said firm was formed about the 10th of September 1851 more than 6 months before said Trust Deed was executed. And this respondent says that he has no knowledge as to the relation

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of said Complainant to said DeWolf except that he had understood that said parties were nearly connected by marriage - that said DeWolf had the entire management & control of said Complainant's property or the property which appeared to belong to said Complainant, that he had been informed & believed that said DeWolf had made some very successful bargains in the name of said Complainant that he had been making improvements on the property of said Complainant and from these circumstances & other circumstances & information of a similar character which he is unable now to recall more specifically, this respondent believed that said DeWolf was authorized to deal with said property as though it was his own and that if said Power of Attorney did not convey sufficient power to raise money on said premises as this respondent believed it did, the said Complainant would give said DeWolf any further authority for that purpose which he asked for.

This respondent further answering says that he has no knowledge information or belief as to the relations of said DeWolf and said Quincy prior to the dissolution of the firm of which said DeWolf and Quincy were members or of any indebtedness of said DeWolf to said Quincy, as alleged in said Bill & therefore leaves said Complainant to make such proof thereof as he is advised, but this respondent says that he does not know that said DeWolf was insolvent & burdened and harassed as alleged in said bill - that he believed him to be somewhat indebted but to have means & resources to pay off most, if not all of his debts and to have an interest in or to be the equitable owner of the property which

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appeared by record to belong to said Complainant
and this respondent denies that he was a party to
or knew anything of any such Agreement as is alleged
in said bill, or any other Agreement to defraud our
Complainant. And this respondent denies that said
Benj. F. Dumbly & Co. never advanced any money to
said De Wolf & says that they did advance sums of
money to said De Wolf repeatedly both before and
after the execution of said Trust Deed, some small
sums upon the personal security & responsibility of said
De Wolf & other larger sums upon security of bonds or
other securities which this respondent is unable now
to recall to memory, and this respondent denies that
the sum mentioned in said Trust Deed far exceeds
the sum due to said Benj. F. Dumbly & Co. on said
Notes.

This respondent further answering says he does
not know when the said Complainant first became
aware of the execution of said Trust Deed and therefore
leaves him to make such proof thereof as he is
advised - that said Notes received by said Trust
Deed became the property of said Benj. F. Dumbly
sometime before or upon the dissolution of said
firm of Benj. F. Dumbly & Co., and that this respondent
has not since had any interest in the same & has
nothing to do with them and has therefore had
no communication with said Complainant or any
other person relating thereto, but this respondent
denies that he has ever been requested by said
Complainant's Agent to deliver up said Trust Deed.

And this respondent further answering the
interrogatories in said Bill contains says that said
power of Attorney is not in his power of control -

That he is unable to state the exact consideration of said Trust Deed as the business was transacted mostly by his partner Dumbley, but that it was the sum specified in said notes less the interest which was advanced & loaned, and that the sum so advanced for the interest thereon constituted said consideration and that said Trust Deed was executed when it purports to have been executed -

That said De Wolf was a partner of J. B. J. Russell for a time as this respondent is informed & believed, was a member of the firm of De Wolf, Cleary & Dumbley for sometime and was afterwards a partner of said Cleary.

That this respondent did not know at the time of the execution of said Trust Deed that the same was executed solely for the benefit of the said De Wolf & that he was never informed that such was the case except by said Bill.

And this defendant denies all and all manner of all unlawful combination & confederacy, wherewith he is by the said Bill charged, & without this, that there is any other matter cause or thing in the said Complainants said Bill of Complaint containing material or necessary for this defendant to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed & avoided or denied is true to the knowledge or belief of this defendant, All which matters and things this defendant is ready and willing to aver maintain & prove as this Honorable Court shall direct, and himself prays to be hence dismissed with his reasonable costs and charges in this behalf most unprofitably sustained

Thompson & Bishop
Sols of Lotts

Joseph Hamilton Law.

"State of Illinois
Cook County, Ill

On this first day of October A.D. 1860 personally appeared before me the above named J. Hamilton Low and made oath that he has read the answer above by him subscribed and knows the contents thereof and that the same is true of his own knowledge, except as to the matters and things therein stated to be on information belief, and as to those matters he believes it to be true.

Walter Kimball

Clerk of the Superior Court of Chicago.

And also on the said first day of October A.D. ^{said day being one of the days of the October term of said Court in each year} eighteen hundred and sixty, came the said defendant John H. Thompson and filed in the Office of the Clerk of said Court his Answer to said Bill of Complaint: Which said last named Answer is in words and figures as follows, to wit.

"In the Superior Court of Chicago
At the October Term A.D. 1860

State of Illinois
Cook County, Ill

The several answers of John H. Thompson one of the Defendants to the Bill of Complaint of Edward Daddera against William F. DeWolf, Benjamin J. Dumbley & J. Hamilton Low and the said John H. Thompson

This respondent reserving all right of exception to the said Bill of Complaint for answer thereto Saith, that he admits that said Complainant

on the 11th day of May 1853 the owner in full of the premises in said Bill described, and that he jointly with his wife executed & delivered to this Respondent bookendant William, F. De Wolf a Power of Attorney, and that said De Wolf acting under said Power did at the time alleged in said Bill execute and deliver a Deed of Trust to this Respondent to secure two certain Notes payable to the Order of Benjamin F. Dumbley & Co and in so doing Respondent is informed & believes, held by said Dumbley, and this Respondent claims and will insist that said Power of Attorney authorized the execution of the said Deed of Trust and upon the information & belief denies that the consideration of said Trust deed and the Notes therein mentioned was any prior indebtedness of said De Wolf to any person or persons & denies that this Respondent knew that the consideration aforesaid was solely for the benefit of said De Wolf.

This Respondent further answering admits that said De Wolf was a copartner of said Dumbley & Co at that day, from about May 1, 1853 to about July 1, 1856, but has no knowledge of the accounts and concerns of said firm or of the matters relating thereto alleged in said bill, but this Respondent is informed & believes that said De Wolf while a member of said firm did overdraw his account in said firm to a considerable amount & that afterwards said Benjamin F. Dumbley & Co loaned & advanced the sum necessary to pay the indebtedness of said De Wolf to the other members of said firm and this Respondent is informed & believes that the allegations of said Bill as to any other or different indebtedness are not true.

And this Respondent further says that he did not

know at the time alleged in said Bill, that said De Wolf was insolvent or was burdened with debt or harassed with Creditors, that he had heard that said De Wolf was owing said debts, but that he had the means of paying them - that he was making money & was supposed to have property really belonging to him, but invested in the name of some other person, and this respondent so fully believed that said De Wolf was both able & willing to pay his debts, that he repeatedly loaned money to him both before and after the time of the execution of said Trust Deed.

This respondent further says that he has no knowledge information or belief as to the time when said Complainant first became aware of said transactions in said Bill mentioned & leaves said Complainant to make proof thereof as he is advised - but this respondent denies that said Complainant's agent ever applied to him or requested him to deliver up said Trust Deed.

This respondent further answering says that said Power is not in his control - that he has no personal knowledge as to said consideration, but is informed & believes that said Trust Deed was executed when it purports to have been executed and that the consideration therefor was about Two thousand dollars advanced & loaned by said Benj. J. Dumbley to the security of said Trust Deed - that said De Wolf was a partner of A. B. J. Russell for a while, was afterwards a member of the firm of De Wolf, Steadley & Dumbley & afterwards a partner of said Steadley

And this respondent further says that he has no knowledge as to any of the other matters in require

to which he is interrogated in the interrogatories in said Bill contained, but he has been informed & believes that the facts in relation thereto are as set forth in the answer of this respondent Leo defendant Benjamin F. Quincy. And this respondent denies all unlawful combination whereunto he is charged in said Bill, Without this, that any other matter or thing material or necessary for this defendant to make answer unto and not herein or hereby well and sufficiently answered unto confessed or avowed traversed or denied is true to the knowledge & belief of this defendant, All which matters & things this defendant is ready to aver maintain & prove as the Honorable Court shall direct & precept to be heard dismissed with his reasonable costs & charges in this behalf most wrongfully sustained.

Thompson & Bishop
Deft's Solrs "

John H. Thompson "

" State of Illinois
Cook County, ss

On this first day of October A.D. 1860 personally appeared before me the above named John H. Thompson and made oath that he has read the Answer above by him subscribed & knows the contents thereof and that the same is true of his own knowledge except as to the matters & things therein stated to be on information & belief and as to those matters he believes it to be true.

Walter Kimball
Clerk of the Superior Court
of Chicago.

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And thereafter to wit on the twenty third day of
October A.D. eighteen hundred & sixty came the
said complainant by his said Solicitors, and filed
in the Office of the Clerk of said Court his
Replication to said Answers of said Defendants;
Which Replication is in words & figures as follows
to wit.

" On Behalf of

In the Superior Court of Chicago
October Term A.D. 1860.

The Replication of Edward Pavellor Com-
plainant to the several Answers of William S. Dyer
Benjamin S. Quincy, Joseph H. Low and John
H. Thompson, Defendants.

This repliant saving and reserving to himself
all and all manner of advantage of exception, which
may be had and taken to the manifold errors &
uncertainties and insufficiencies of the Answers of
the said defendants for replication hereunto saith
that he does and will ever maintain and prove
his said bill to be true certain and sufficient in the
law, to be answered unto by the said defendants and
that the answer of the said defendants is very un-
certain, evasive and insufficient in the law to be
replied unto by this repliant: Whishout this that that
any other matter or thing in the said answer
contained material or effectual in the law to be
replied unto, and not herein and hereby well and
sufficiently replied unto, confessed or avoided, traversed
or denied is true; all which matters and things this
repliant is ready to aver maintain & prove as this
honorable Court shall direct and humbly pray as

in and by his said file he has already procured.
 Davis & Mussen
 of Counsel for Compt.
 Geo. Padelgrove
 for Davis & Mussen
 his attys."

And afterwards to wit on the twenty fourth day of October (being one of the days of the October term of said Court) A.D. Eighteen hundred and Sixty, the following proceedings were had in said cause and entered of record in said Court, to wit.

"Edward Padelgrove, Benjamin
 vs
 Benjamin J. Quincy, Joseph
 H. Low, John A. Thompson } Bile for Acquittal
 and William J. DeWolf . . }

And now again comes the said Complainant by Davis & Mussen his Solicitors, and the said defendants by Thompson & Bishop their Solicitors also comes and upon hearing Motion for leave to examine the said defendant William J. DeWolf as against his co-defendants in this behalf, and the parties now here in open Court consenting thereto it is ordered that leave be and is hereby given to examine the said DeWolf as a witness against his co-defendants herein.

And afterwards to wit on the twenty first day of November (being one of the days of the November term of said Court) A.D. Eighteen hundred and Sixty, the following proceedings were had in said cause and entered of record in said Court, to wit.

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in and by his said file he has already procured.
 Davis & Mussen
 of Counsel for Compt.
 Geo. Dadelroer
 for Davis & Mussen
 his attys."

And afterwards to wit on the twenty fourth day of October (being one of the days of the October term of said Court) A.D. Eighteen hundred and Sixty, the following proceedings were had in said cause and entered of record in said Court, to wit.

"Edward Dadelroer, Benjamin
 vs
 Benjamin J. Quinley, Joseph
 H. Low, John A. Thompson } Bile for Acquittal
 and William J. De Wolf . . }

And now again comes the said Complainant by Davis & Mussen his Solicitors, and the said defendants by Thompson & Bishop their Solicitors also comes and upon hearing Motion for leave to examine the said defendant William J. De Wolf as against his co-defendants in this behalf, and the parties now here in open Court consenting thereto it is ordered that leave be and is hereby given to examine the said De Wolf as a witness against his co-defendants herein.

And afterwards to wit on the twenty first day of November (being one of the days of the November term of said Court) A.D. Eighteen hundred and Sixty, the following proceedings were had in said cause and entered of record in said Court, to wit.

" Edward Padelfore
 vs
 Benjamin F. Quinley, Joseph
 H. Low, John H. Thompson, Bile
 and William F. De Wolf .

Once more again comes
 the said complainant by his Solicitors and on their
 Motion it is ordered that the defendant William F.
 De Wolf have leave to answer his answer filed
 herein.

And afterwards to wit on the fourth day of
 December (being one of the days of the December
 Term) A.D. eighteen hundred and sixty, the following
 proceedings were had in said cause, and entered
 of record in said Court, to wit:

"Edward Paulford

vs

Benjamin F. Quincy, Joseph
 St. Low, John H. Thompson }
 and William F. De Wolf. } *Bills*

And now again comes
 the parties to this cause and on Motion Complainant's
 Solicitors, it is ordered that taking of proofs to be used
 in this cause be closed within ten days from
 this date.

And thereafter to wit on the twentieth day
 of March A.D. eighteen hundred and sixty one
 came the said defendants by their Solicitors and
 filed in the Office of the Clerk of said Court, a
 certain Motion in said cause: Which Motion is in
 words and figures, as follows, to wit:

"Edward Paulford

vs

William F. De Wolf, Benjamin
 F. Quincy, Joseph St. Low
 and John H. Thompson.

The Superior Court of
 Chicago.

March Term A.D. 1861

Motion

And now come the
 said defendants by Thompson & Bishop their Solicitors
 and move that the Replication heretofore filed
 in this cause be stricken from the files.

Thompson & Bishop - Solicitors for defendants

And thereafter to wit on the Twentieth day of
March A. D., Eighteen hundred and sixty one
came the said Benjamin ^{J.} Quinby by his
Solicitors and filed in the Office of the Clerk
of said Court his Gross Bill against said
Edward Palfrey; Which Gross Bill is in
words and figures as follows, to wit.



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To The Honorable Justices of the Superior
Court of Chicago

In Chancery sitting.

Humbly complaining sheweth unto your
Honors your orator Benjamin F. Quincy
of the City of Chicago in the County of Cook
& State of Illinois That on or about the
30th day of March A.D. 1852. Charles Follen
bee and Wife conveyed by deed to Edward
Padelford. the North West-Quarter of the
North East-Quarter of Section Thirty four
(34) in Township Forty (40) North of range
Thirteen (13) East of the 3^d Principle
Meridian and that the said deed of con-
veyance is not within your orators jurisdiction
but is recorded in the Cook County
Register of Deeds. in Book 46. at page 25.
and your orator is informed and believes
that the said Edward ^{Padelford} was not the real
purchaser of said premises and was not
present at the time of said purchase
and conveyance. and that William S
DeWolf. made the bargain and paid for
and received the conveyance of said
premises. and was the real purchaser of
said premises and that the same were
conveyed to the said Edward Padelford.

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the use and for the benefit of said De Prof.
and of the said Padelford furnished the said De Prof.
with the money or any part of the money paid
for said Premises your orator charges that such
money was intended as a loan to said De
Prof. and that the conveyance of said
premises to said Padelford was designed as
a security for the repayment of the amount
so loaned, or that such money was intended
as a payment or reward to the said De Prof.
for his services in the purchase, sale, &
management of other property bought & man-
aged for said Padelford by said De Prof. and
the investment of various money's loaned
or secured for said Padelford by said De Prof.
upon mortgage or otherwise.

And your orator further shows unto
your Honors that the said Edward Padelford
together with his wife Elizabeth E. Padelford
on or about the 11th day of May A.D. 1858
Executed and delivered to the said William
F. De Prof. a Power of Attorney authorizing the
said De Prof. to give, grant, bargain, and sell
or by any other lawful means to alien, convey,
and assure all the right title and interest
of said Padelford in and to the premises herein
before described to any person or persons
whomsoever which power of Attorney is

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recorded in the Cook County Registry in Book of Deeds 84 at Page 618 to which record your orator prays leave to refer:

And your orator further shows that after the execution & delivery and record of said Power of Attorney, and on or about the 9th day of April A.D. 1857. The said William F DeWolf acting under and by virtue of said Power of Attorney as the attorney in fact of said Edward Padefford, and Elizabeth L Padefford his wife Executed and delivered to John H. Thompson a deed of said premises in trust to secure the payment of two promissory notes dated April 9th 1857 and payable to Benjamin F Quimby & Co. or order. Six months after date thereof one for the sum of one thousand and Seventy nine dollars and Sixty eight cents and the other for the sum of Eleven hundred and fifty dollars. and that at or about the date of said deed and notes The said Benjamin F. Quimby & Co. advanced and paid to the said DeWolf the Attorney of said Padefford upon the security of said premises the same mentioned in said notes the interest thereon from the date to the maturity of the same and that your orator is now the sole holder and

owner of said notes.

And your orator further shews that in the course of the eight years next previous to 1857 the said William H. De Wolf purchased a large amount of real estate in receiving deeds therefore in the name of said Padelford and also purchase mortgages & other securities which were assigned & conveyed in the name of said Padelford. That said De Wolf exercised the entire control and management of said real estate & other property, that he bought and sold, paid taxes and made improvements upon the same. That during this time the said Padelford resided in the state of Georgia and exercised no personal care or concern over said property. That much of said property became greatly enhanced in value, and that your orator is informed & believes that said De Wolf is a near relative or connection of said Padelford; and from these circumstances and from information received from various sources your orator believed at the time of the execution of said deed to said Thompson that all the real estate in the county of Cook which appeared to belong to said Padelford or a portion thereof & particularly the premises herein before described was

really & equitably. The property of said De Wolf, and which said Padelford received from by or through ^{said} De Wolf, or was held by said Padelford, only as security for sums of money furnished to said De Wolf, and that the said Padelford designed & intended to convey the same to said De Wolf, or for the benefit of the said De Wolf, and that the said property was conveyed in the name of said Padelford, to secure the same against the contingencies of fortune and that said Padelford had no interest in said property unless it might be to the amount of the purchase money paid for the same or a portion of the same & loaned to said De Wolf, to enable him to speculate upon

And your orator further says that shortly previous to April AD 1857 the said De Wolf was engaged in building and making other valuable improvements upon some of the real estate bought by him in the name of said Padelford, that about the time of making such improvements the said De Wolf while engaged in a business which your orator believes must have furnished an abundant support for his family became indebted to the firm of which you & your orator with one James C. MacLay were

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members by drawing from the capital of
said firm more than he was entitled to that
your orator supposed such money as drawn
out was expended upon said improvements
and that when said Dr Prof. applied to your
orator for a loan upon the security of said
premises. your orator supposed it was wanted
to pay debts incurred in making said
improvements. and your orator upon exam-
ining the Power of Attorney herein before
mentioned. believed that said Dr Prof. had
ample power to convey said premises in any
manner or manner and that even if said Pad-
ford had some interest in some of the prem-
ises conveyed to him he had intended to
give said Dr Prof. entire and uncontrolled
power over said premises described in said
Power of Attorney & to authorize any kind of
conveyance of said premises. that he was as-
sured by said Dr Prof. that said Power convey-
ed ample authority to execute in Trust
Deed. & that if any further authority was
wanted that it would be given by said
Padelford. and your orator advanced the sum
of money ^{of money} upon said security in good faith
believing that said Dr Prof. was either the
real owner of said premises. or had ample
power & authority to raise money thereon.

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And your orator charges on information and belief that the said Edward Padelford at different times prior to April 1857 received large sums of money from the sale of real estate and other property purchased and owned by said De Wolf in the County of Madison Illinois and in or near the City of St. Louis Illinois and elsewhere.

And your orator further charges upon information and belief that during many years previous to April 1857 the said William F. De Wolf purchased numerous tracts of land in the name of said Padelford and paid for the same or a portion of the same himself or gave his own obligations therefore or received the same in payment of debts due to him the said De Wolf and that he sold various tracts of land the legal title to which was in said Padelford and received the whole or a portion of the money therefore with the knowledge and consent of said Padelford.

And Your Orator further charges on information and belief that the said Padelford has received from the said De Wolf or from the sale of lands purchased in his name by the said De Wolf more than all sums of money paid out by him

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upon the purchase of such lands together
with interest thereon and all profits which
he was by any agreement with said De Moly
entitled to receive.

And your orator hoped under the
circumstances aforesaid that the said
Padelford would have acquiesced in the
conveyance of said premises to said
Thompson in trust as aforesaid.

But how so it is many it please your
Honors. the said Edward Padelford is
bining and confederating with divers
persons at present unknown to your orator
whose names when discovered your orator
prays he may be at liberty to insert herein
with apt words to charge them as parties hereto
and contriving how to wrong and injure
your orator in the premises he the said
Edward Padelford absolutely refuses to acquiesce
in said conveyance and has lately filed his
bill in this Honorable Court against your
orator, Joseph H. Gov. John F. Thompson
and William F. De Moly. thereby praying that
all of said parties be enjoined from further
closing said Deed of Trust herein before
mentioned. And he pretends that said
Power of Attorney did not authorize said

De Prof. to Execute said Deed of Trust and
 that said Deed was executed to defraud him
 and was not executed for a good & valuable
 consideration whereas your orator charges
 the contrary to be true and charges that
 said Power of Attorney did authorize said
 De Prof. to execute said Deed and that the
 same was not designed or intended to
 defraud or wrong in any way said
 Padelford & was executed for a good & valuable
 consideration. And your orator shows that
 the defendants filed their answers to said
 bill on the first day of October A.D. 1860 in
 Term time and that no Replication was filed
 to said answers within four days after the
 the filing of said answers. That on the 21st
 day of October 1860 leave was given com-
 mit to Examine said De Prof. That on the 21st
 day of November 1860 leave was given to said
 De Prof. to amend his answer. That on
 the 23rd day of October 1860 a Replication was
 filed & on the 20th day of March 1861 a motion
 to strike said Replication from the filed
 was filed And the said Edward Padelford
 refuses to inform your orator what he
 knows of the matters aforesaid or any of
 them: All which actings doings and pro-
 ceedings of the said Padelford are contrary to

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Equity and good conscience, and tend to the
manifest wrong, injury and oppression of
your orator in the premises. In consideration
whereof and for as much as your orator is
remediless in the premises, according to the
strict rules of the common law I can only
have relief in a court of Equity where
matters of this nature are properly cogniz-
able & relievable.

To the end therefore that the
said Edward Padelford and the rest of the
confederates when discovered may upon their
several and respective corporal oaths,
full, true, direct and perfect answers make
to all and singular the matters herein
before stated & charged as fully and partic-
ularly as if the same were hereinafter
repeated & they thereunto distinctly interro-
gated according to the best of their respec-
tive knowledge, information and belief,
and more especially that the said Edward
Padelford may answer & set forth whether
1. He has been in Chicago, and if so
when, how many times and how long
he remained in Chicago,
2. That he state how much and what
property was purchased in his name in
Cook County Illinois between January 1.

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1849 and April 1 1857, by whom said property was purchased to whom the deeds for the same were delivered and the amount paid by him for each lot or parcel of land to whom the same was paid.

3. That he state whether he is a relative or connection of William H De Wolf, and whether between the years 1849 and 1857 he was kindly disposed towards and on intimate terms with said De Wolf and furnished him with any means or assistance in speculating in real estate

4 That he state whether at any time any money was received by him from the sale of any property in or near Alton Illinois which had previously belonged to said William H De Wolf, and if any, how much, when the same was received and what was done with such money

5 Whether any of the money used in the purchase of any real estate purchased in his name in the City of Chicago or county of Cook, was received from the sale of any property in which said De Wolf had any interest or had ever had any interest

6 That he state when and of whom he

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purchased the North East-Quarter of
Section Thirty-four (34) Township Forty (40)
North of range Thirteen (13) East of the 3rd
P.M. how much he paid for the same
and when such payments were made,
7 Whether he has any deeds of the said
North East Quarter of Section 34 and if any,
when and of whom each of such deeds
were received.

8 Whether at any time prior to 1837 he
communicated to any person or persons
an intention to convey half or any
other portion of the property purchased
in Cook County in his name to or for
the use of said De Wolf or the wife of
said De Wolf.

9 That he state what according to his
best judgment was the value of all the
real estate owned by him in the County
of Cook on the first day of April 1837.

10 That he set forth and state particularly
a full exact account of all moneys paid
out or expended by him in the purchase
or improvement of real estate purchased
by said De Wolf in his name with the
date of such payments or expenditures and
also a full exact account of all moneys
received by him from or upon the sale

of all lands purchased in his name
by said De Wolf. & sold by him or anyone
else for him

11 That he set forth all contracts or agree-
ments made between him & said De Wolf.
relating to real estate in Illinois annexing
copies of all such contracts or agreements
and that he produce all the correspond-
ence and all accounts between him and
said De Wolf relating to real estate
operations in Illinois.

And that the said Edward Padelford
may be decreed to pay your orator
the costs of this suit and that an account
may be taken of all the dealings between
the said Padelford and said De Wolf
and of all sums paid out by said Padelford
in purchase of said real estate,
of all commissions & accounts between
said Padelford & said De Wolf and that
your orator may have such other
and further relief in the premises as the
nature of his case may require and to your
orator shall seem meet;

May it please your Honors to grant
unto your orator the most gracious
writ of Subpoena to be directed to the
said Edward Padelford & the rest of the

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confederates when discovered. Thereby com-
 manding them, & Every of them at a
 certain day & make a certain paid therein
 Specified personally to be & appear before
 your Honors in this Honorable Court
 & then & there to answer all & singular
 the premises, & to stand to perform &
 abide such order or decree therein as
 to your Honors shall seem meet & your
 orator shall ever pray.

Thompson & Bishop Benj F Quimby.
 Pol'ers

State of Illinois }
 Cook County }^{ss}

Benjamin F. Quimby being
 first duly sworn says that
 he has read the foregoing bill by him
 subscribed & knows the contents thereof
 & that the same is true of his own
 knowledge except as to those matters
 alledged on information & belief as to those
 matters he believes it to be true

Subscribed & sworn to this 19th
 day of March A.D. 1861 before me } Benj. F. Quimby.
 W. Kimball Clk

And thereafter to wit on the eighth day of April A.D. Eighteen hundred and sixty one came the defendant Edward Padelfore in said Cross Bill, and filed in the office of the clerk of said court his answer thereto, which demurrer is in words and figures as follows to wit,

"State of Illinois Superior Court of Chicago
 County of Cook Es. In Chancery, March Term
 Benjamin J. Dumbley 1861.
 vs Cross Bill
 Edward Padelfore ..

The demurrer of Edward Padelfore defendant to the Bill of Complaint of Benjamin J. Dumbley complainant in the above entitled cause.

The defendant by protestation not confessing or acknowledging all or any of the matters and things in the said Complainants Bill to be true in such manner and form as the same are therein set forth and alleges doth demand thereof a writ for cause of demurrer sheweth that the said Complainant hath not in and by his said bill made or stated such a case as doth or ought entitle him to any such discovery or relief as is thereby sought and prayed for, from or against the defendant, Wherefore this defendant demands the judgement of this Hon. Court whether he shall be compelled to make any further or other answer to the said Bill, or any of the matters and things therein contained, and prays to be hence dismissed with his reasonable costs in this behalf sustained.

Daniel W. Kresen
 Solr for Counsel for Deft.

Chase, and Samuel H. Chase as Sureties.

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And also on the same day and year last aforesaid the following proceedings were had and entered of record on the Cross Bill heretofore filed.

Benjamin J. Quinby
vs
Esau Partridge } Cross Bill

The demurrer to the cross bill in this case came on for a hearing this 15th day of April A.D. 1861, and was argued by W. Davis of counsel for the Defendant, it appearing to the Court that the complainants Counsel had been duly notified in writing and said complainant failing to appear by himself or by his counsel, additional grounds of demurrer having been assigned at this hearing and placed on file, it was ordered that said demurrer be sustained and said Cross bill be dismissed at said complainants costs

Also thereupon to wit on the fourth day of May
A. D. Eighteen hundred and sixty one there was
filed in the Office of the Clerk of said Court Bill of
Exceptions in said cause, which Bill of Exceptions is
in words and figures as follows, to wit.

" Bill of Exceptions "

Edward Padelford. Complainant
vs
Benjamin F. Quincy, J. Hammon
William F. De Wolf and John H.
Thompson Defendants

The Superior Court
of Chicago
In Chancery.

Be it remembered that

on the 15th day of April A. D. 1861 the above entitled
cause came on to be heard before the Hon. John M.
Thibodeau Chief Justice of said Court.

And thereupon the said Complainant by his
Counsel introduced and offered to read in evidence
the following Deposition of William F. De Wolf

To the introduction of which the defendants
by their Counsel then and there objected which
objection was overruled & said deposition admitted

To which ruling of said Court the defendants
by their Counsel excepted.

The Deposition of William F. De Wolf of the City of
Chicago, County of Cook and State of Illinois a
witness of lawful age produced sworn testimony
upon his personal oath on the 15th day of November
1860 at the Office of Lewis H. Davis in the City of
Chicago County and State last aforesaid by me
Lewis H. Davis a Justice of the Peace duly appointed
by an order issued out of the Clerk's Office of the
Superior Court of Chicago on the Chancery file thereof

for the examination of the said William J. D. Wolf
 as witness in a certain suit and matter in controversy
 now pending and undetermined in the Superior Court
 of Chicago wherein Edward Paeleford is Complainant
 and Benjamin J. Quincy, Joseph Low, John Houston
 Thompson and William J. D. Wolf are respondents, in
 behalf of the said Complainant, as well upon the
 Cross interrogatories of the Respondents as on the
 Interrogatories of the Complainant and upon none
 others. The said William J. D. Wolf being first duly
 sworn by me as a witness in said cause previous
 to the commencement of said examination to testify the
 truth as well on the part of the Complainant as the
 Respondents in relation to the matters in controversy
 between the said Complainant and Respondents so
 far as he should be interrogated testified and
 deposes as follows.

First Interrogatory;

What is your name age occupation
 and place of residence?

Answer. My name is William J. D. Wolf - age
 forty nine years - occupation Real Estate Agent
 and reside in Chicago - Ill.

Second Interrogatory.

Do you know the parties Complainant
 and Respondents in this suit, and if so, how long
 have you known them?

Answer. Have known the Complainant Paeleford
 for twenty four or twenty five years - Have known
 Mr Quincy since 1852 - Mr Low about 3 years
 and Mr Thompson six or seven years.

Third Interrogatory.

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Have you any interest in this suit or the result of it?

Answer. I don't see as I have any interest in the suit or the result of it.

Fourth Interrogatory

Were you a member of the firm of D'Wolf, MacLay & Quinley? If so, state what was the business of the firm?

Answer. I was a member of that firm. Our business was Real Estate and Loan Brokers.

Fifth Interrogatory.

Is the firm in existence now? If not, when did it dissolve?

Answer. It is not in existence now. It dissolved in the Summer of 1856.

Sixth Interrogatory.

Did you continue in business with either member of the firm after the dissolution, and if so under what firm name?

Answer. After the dissolution of the firm of D'Wolf, MacLay & Quinley, I formed a connection in business with MacLay under the name of D'Wolf & MacLay.

Seventh Interrogatory.

How long did the firm of D'Wolf & MacLay continue in business, and what was paid business?

Answer. It continued in business, if I remember right about a year and one half. The business was the same as that of the other firm.

Eighth Interrogatory.

Upon the dissolution of the said firm of D'Wolf, MacLay & Quinley, did you owe the firm or either of them anything, and if so, how much?

Answer. I owed the firm, but am unable to say how much. State the amount.

Ninth Interrogatory

Will you please state the amount as near as you can.

Answer. I think the amount was between Six hundred and one thousand dollars.

Tenth Interrogatory

Did the amount go due from you to the said firm amount to as much as nine hundred & fifty five dollars?

Answer - It might have amounted to that.

Eleventh Int.

How was the indebtedness liquidated, if at all.

Answer. I paid it to Mr Dumbley.

Twelfth Int.

Out of what did your indebtedness to the firm of De Wolf Chaclay & Dumbley arise?

Answer. It arose from my overdrawing my account.

Thirteenth Int.

On whose account and for what purpose and at what time or times was such overdraft made?

Answer. I drew it out as I wanted to use the money for my own purposes, at such times as I wanted to use the money.

Fourteenth Int.

State fully the manner in which you paid the said Dumbley, the overdraft referred to in your Answer to the Eleventh Interrogatory?

Answer. I borrowed of Mr Dumbley about Two thousand dollars and he deducted the overdraft from that and paid me the balance.

Fifteenth Int.

State as near as you can the time when

Mr. Quinley loaned you the amount last referred to.
 Answer. I think it was in April 1854.

Sixteenth Int.

Has your indebtedness to the firm of Debbell
 Maclay & Quinley remained unpaid during the
 intervening period, and if so, what disposition was
 made of it at the dissolution of the firm?

Answer. The account was made up and it
 remained unsettled.

Seventeenth Int.

Did not the claim against you pass into
 the hands of Mr Quinley?

Answer. I don't know whether Mr Quinley ever
 released his claim against Maclay.

Eighteenth Int.

For what has Quinley any claim upon
 Maclay? Please explain more fully your last answer.

Answer. I mean that if I could never pay that
 amount which was due them. Mr Quinley and
 Maclay would have to share it together.

Nineteenth Int.

Did Maclay ever demand the payment of that
 balance from you, if so, when & how often?

Answer. He might have talked about the matter.
 He never pressed me for it, I can't say that he
 ever made a demand on me for it.

Twentieth Int.

State as near as you can, when you and
 Maclay had any conversation with reference to the
 payment of the claim, and when was the last
 time?

Answer. I don't remember any of the times, and in
 fact I could not swear positively that we ever had
 any talk about it. I think most likely we did.

Twenty first Ques:

State as near as you can the amount you paid Mr Quincy upon that overdraft with interest and other charges, if any.

Answer. I should say the amount was not far from One thousand dollars.

Twenty second Ques.

What securities did you give, if any, for the loan of about Two thousand dollars?

Answer. I gave him security in forty acres of land - executed two Notes & Trust Deed

Twenty third Ques.

In whose name did you execute those Notes and to whose order were they made payable?

Answer. They were executed by me, made payable to the order of B. F. Quincy, or B. F. Quincy & Co. I don't know which.

Twenty fourth Ques:

Was not one of those Notes intended to represent exactly the paid overdraft, the interest and charge to the maturity of said Note?

Answer. It might be so, but my impression is the overdraft did not amount to as much as one of the Notes.

Twenty fifth Ques.

How much cash did you receive of Quincy or B. F. Quincy & Co. on account of said loan?

Answer. My impression is between Ten and Eleven hundred dollars. Can't remember the exact sum.

Twenty sixth Ques.

For what purposes was said sum used by you?

Answer. It was used upon my own account.

Twenty seventh Ques. Did you apply to said Quincy

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or said B. F. Quimby & Co. for said loan, or did they or either of them propose it to you?

Answer. I applied to Mr Quimby and knew no other person in the transaction but him.
Twenty eighth Ques.

Did you state to Quimby the purposes for which you wanted the money?

Answer. I can't remember now, it was so long ago.
Twenty ninth Ques.

Did you tell him that you wanted the money for or on account of the complainant?

Answer. I did not.
Thirtieth Ques.

Did you propose to him to make the loan and offer as an inducement an opportunity of squaring up the said overdraft?

Answer. I don't remember of saying anything to him about it, at that time, I suppose we had some talk about it - Don't remember what.

Thirty first Ques.

Did you ever pretend or give Quimby or B. F. Quimby & Co. any reason to think that you were borrowing this money for the use of the complainant?

Answer. I never intended to do so - Don't think I did.
Thirty second Ques.

Have you previous to said loan borrowed money of said Quimby, and if so, upon what securities?

Answer. I have borrowed from Mr Quimby some times, but I don't remember what securities I gave him.

Thirty third Ques.

What security did you give Quimby or B. F.

Dimity \$60, for the last loan mentioned, meaning the \$2200. loan.

Answer. I gave him security on forty acres of land - gave Trust Deed to John H. Thompson named in said bill of Complaint.

Thirty fourth Q.:

What is your relationship to Complainant?

Answer. He is an uncle of my wife.

Thirty fifth Q.:

Have you had business connections with him and what - and what length of time?

Answer. I have done business with Complainant, for twenty four years and have been his personal Estate Agent in Chicago, for the last eight or nine years.

Thirty sixth Q.:

Have you not received the usual compensation for purchases and sales of Real Estate or other transactions for the Complainant?

Answer - I have - and much more.

Thirty seventh Q.:

What do you mean when you say, much more? Do you mean gifts or extravagant or extraordinary compensation for business done?

Answer. He never paid me more than ordinary fees - But he has been generous and liberal.

Thirty eighth Q.:

Has not the Complainant given you property - to yourself or your wife?

Answer. He gave my wife property.

Thirty ninth Q.:

What do you mean by the statement in your

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answer that B. F. Dumbley & Co. had reason to believe, and as you are informed & believe - did believe all of the money so loaned was expended for the complainant, or to ~~replace~~ replace money expended for the complainant?

Answer. I did not mean to state that I knew or thought at the time that Mr Dumbley had any idea that the money was to be applied to the use or for the benefit of Mr Paulford

Forty Q: What reason had they, if any, to believe that the money was expended for the complainant?

Answer. I don't know any reason they had to think so - except that they knew I was expending money for complainant at different times.

Forty Q: no A:

Where does the complainant reside? As he often in Chicago, and has he to your knowledge ever given B. F. Dumbley & Co. any reason to suppose that said money was for his benefit?

Answer. He resides in Savannah, Georgia - I have never in Chicago but met, in 1855 or 1856, and never to my knowledge said anything to Dumbley & Co about the money.

Gross Examiners.

Gross First

Did you prior to the first making of said loan, make various purchases of real estate for complainant and make payments and assume liabilities for such real estate?

Answer. I have bought real estate for him and made payments but never assumed any liabilities.

Cross Exam.

Did you build or superintend the building of a block of stores or houses for complainant in or about 1855 or 1856 in Chicago

Answer - I did.

(Signed) William J. D'Holf."

I Lewis H. Davis of the City of Chicago County of Cook and State of Illinois a Justice of the Peace duly appointed to take the deposition of the said William J. D'Holf as witness whose name is subscribed to the foregoing deposition do hereby certify that previous to the commencement of the examination of the said William J. D'Holf as a witness in the suit between the said Edward Padelford Complainant, and the said Benjamin J. Quinby, Joseph H. Low, John Howard Thompson and William J. D'Holf respondents, he was duly sworn by me as such Justice of the Peace to testify the truth in relation to the matter in controversy between the said Edward Padelford Complainant, and the said Benjamin J. Quinby Joseph H. Low, John Howard Thompson and William J. D'Holf respondents, so far as he should be interrogated respecting the same - That the said Deposition was taken at my office, in the City of Chicago, County and State aforesaid on the ninth day of November A. D. 1860, and that after the said Deposition was taken by me as aforesaid, the answers & interrogatories as written down were read over to said witness, and that thereupon the same was signed and sworn to before me by said Deposition the oath being administered by me at the place and on the day and year last

aforsaid -

Lewis H. Davis

Justice of the Peace."

And said complainant by his counsel then offered in evidence the following copy of a deed it being admitted that notice had been given to defendants to produce the Original.

To the introduction and reading of which in evidence the defendants by their counsel objected, which objection was overruled and the following Deed was read in evidence to which ruling the Defendants excepted.

"Whereas William F. D'Wolf of the City of Chicago in the County of Cook in the State of Illinois has executed two (2) certain Promissory Notes each of these notes herewith payable to Benjamin J. Quincy Esq. on or over five months after the date thereof and hereof for the full sum of Five thousand two hundred and twenty nine $\frac{65}{100}$ dollars ($\$5229\frac{65}{100}$) one of said notes being for the sum of One thousand and seventy nine $\frac{65}{100}$ dollars ($\$1079\frac{65}{100}$) and the other for One hundred and fifty ($\$150$) dollars, both being payable at the Office of B. J. Quincy Esq. in Chicago.

Now therefore Edward Paeaford and Elizabeth L. his wife of the City of Savannah and State of Georgia by William F. D'Wolf their Attorney in fact party of the first part to secure the payment of said notes each according to the tenor and Effect in consideration of One dollar and the further sum of Twenty two hundred dollars, the receipt whereof is confessed, doth grant bargain and sell unto John

J. Thompson, party of the second part of the City of Chicago of the County of Cook in the State of Illinois his heirs and assigns forever the premises situated in the County of Cook and State of Illinois described as follows, to wit.

The North West Quarter (N. W. 1/4) of the West East Quarter (N. E. 1/4) of Section Thirty four (34) Township Forty (40) Range Thirteen (13) East, being Forty (40) Acres more or less, together with all and singular the privileges and appurtenances thereto belonging.

It must nevertheless be in case default be made in the payment of said notes either one of them, or any part thereof, according to the tenor and effect of said notes, then on the application of the legal holder of either said notes the said John H. Thompson, party of the second part, after publishing a Notice in a Newspaper printed in the City of Chicago, ten days before the day of such sale, is hereby authorized to sell the said premises, and all rights and equities of redemption of the said Edward Paulford and Elizabeth G. his wife party of the first part, their heirs and assigns therein at public Auction at the North door of the Court House in said City of Chicago, to the highest bidder for cash at the time mentioned in such said notice. And is authorized to make execute and deliver to the purchaser or purchasers thereof a deed or deeds for the premises so sold, and if the proceeds of such sale to pay all costs or expenses incurred in advertising and selling said premises, also the principal and interest due on said notes.

And the said Edward Paulford and Elizabeth G. his wife, party of the first part for themselves

their heirs executors and administrators consent
with the said party of the second part that they
are seized of said premises in fee simple and
that he hath good right and full power to grant
bargain and sell the same in form aforesaid, that
the same are free from all incumbrance, and that
they will and their heirs executors & administrators
shall never warrant and defend the same against
the lawful claims of all persons

Signed and sealed this Ninth (9th) day
of April A. D. 1854.

Edward Dacelford (Seal)

By W. J. O'Holl his atty in fact

Elizabeth L. Dacelford (Seal)

By W. J. O'Holl her atty in fact.

"State of Illinois
Cook County. S/S

J. P. H. Tull a Notary Public
for the City of Chicago in and for said County in
the State aforesaid do hereby certify that Edward
Dacelford and Elizabeth L. his wife by William
J. O'Holl their atty in fact who is personally
known to me as the same person whose name is
subscribed to the above deed, appeared before me
this day in person and acknowledged that he executed
and delivered the said instrument of writing as
their free and voluntary act for the uses and
purposes therein set forth.

Also the said Elizabeth L. Dacelford wife
of the said Edward Dacelford by her said attorney
in fact, having been by me examined separate and
apart and out of the hearing of her husband, and
the contents and meaning of the said instrument

of writing having been by me fully made known
and explained to her acknowledged that she had
freely and voluntarily executed the same, and
relinquished her dower to the parties and interests
therein mentioned, without compulsion of her husband
and that she does not wish to retract the same
Given under my hand and official seal this
Ninth day of April in the year of our Lord one
thousand eight hundred and fifty seven.

(S.S.) D. R. W. Lull - Notary Public
No 84041 Filed of record 9th April 1857

"State of Illinois
Book County . . .

I William L. Church Clerk of
the Circuit Court, and ex officio recorder in and
for said County in the State aforesaid do hereby
certify that the annexed is a true and correct copy
of a certain instrument filed in my office on the
Ninth day of April A. D. 1857 and recorded
in Book No 132 of deeds on page 329 the parties
to the same being Edward P. Adelford & wife of the
first part and J. M. Thompson of the second part

In testimony whereof I have hereunto set my
hand and affixed the seal of our said Court at
Chicago, this ^{9th} day of April A. D. 1861.

Wm. L. Church Clerk of the Circuit Court
and ex officio recorder of Book County

Now said complainant by his counsel then
offered to read in evidence the following letter with
accompanying stipulation -

In the presence of which in evidence the

defendants by their counsel objected, but the objection was overruled when the said letter was read in ^{the} presence.

To which ruling of the Court the defendants by their counsel excepted

" Office of Bay, J. Quincy & Co
Bankers & Brokers

Chicago March 8th 1860.

Edward Parrelton Esq.

Savannah, Ga.

Dear Sir - On the 9th day of April 1857 Mr. J. D'Wolf of this city, acting as your attorney in fact, borrowed \$2229^{65/100}, giving his notes for that amount at 6 months, and a Trust deed as your attorney on the N. W. 1/4 of the N. E. 1/4 of Sec 34. T. 40. R. 13 East, 40 acres to secure the above amount - When the notes came due I advanced them six months, Mr. D'Wolf paying the interest for such extension, - since that time, now nearly two years, Mr. D'Wolf has been unable to pay either principal or interest. I have waited on him hoping that he would be able to pay me, until now I am so situated as to be unable to wait any longer, I do not wish to have a sale made under the Trust deed without first informing you & for that reason take the liberty of writing you - As the land is worth so much more than the encumbrance on it, it seemed to me that you would not willingly allow it to be sold for the claims against it. The interest which I should be entitled to collect would be 6% per annum. Unless some arrangement is made very soon, for the payment of the amount

due me. I shall be forced to have recourse to the
Society.

Hoping to hear from you soon with reference
to this business. I am

Yours truly
Benj. J. Quinby "

" E. Powellford

as
Benj. J. Quinby et al

Superior Court of Chicago
In Chancery

It is stipulated that on
hearing the annexed letter may be read on behalf
of complainant, subject to the judgment of the
Court as if complainant's right to introduce other
testimony than that of D'Wolf.

Humphreys & Bishop.

Defts Sols."

Which was all the evidence offered in said
cause by either party.

The defendants by their counsel excepted to
all the foregoing decisions as mentioned in this bill
and excepted to the orders rendered by the Court
in said cause, and pray that this their Bill of
Exceptions be certified and signed, sealed & allowed
by the Judge of said Court and become part
and parcel of the record in said cause: Which
is done accordingly.

(Signed) John M. Wilson (Seal) "

And also on the said fourth day of May and
Eighteen hundred and sixty one, the said defendant
Quimby, filed in the office of the Clerk of said
Court his Appeal Bond in said case; Which
Bond is in words and figures as follows to wit

"Know all Men by these Presents That we
Benjamin F. Quimby of the City of Chicago, County
of Cook and State of Illinois and Frederick H.
Bailey, Samuel B. Chase and Horace G. Chase
all of the County of Cook and State of Illinois
are held and firmly bound unto Edward Jackson
of the City of Savannah and State of Georgia in
the penal sum of ¹⁰Five hundred dollars, lawful money
of the United States, for the payment of which well
and truly to be made we bind ourselves our heirs
executors and administrators jointly severally and
firmly by these presents.

Thisness our hands and seals this Twenty Sixth
day of April A. D. 1861.

The condition of the above Obligation is
such that whereas a decree was entered on the
15th day of April A. D. 1861 in the Superior Court
of Chicago, in the County of Cook and State aforesaid,
and of the April term thereof A. D. 1861 against
the above bounden Benjamin F. Quimby, Joseph H.
Low & John W. Thompson unpleaded with William
J. D'Wolf, from which said decree of the said
Superior Court of Chicago the said Benjamin F. Quimby
has prayed for and obtained an Appeal to the Supreme
Court of said State

Now therefore if the said Benjamin F. Quimby
shall duly prosecute his said Appeal with effect, and
moreover pay the amount of the Appointments costs

interest and damages rendered and to be rendered
against him in case the said judgment shall be
affirmed in said Supreme Court, then the above
obligation to be void otherwise to remain in full force
and virtue.

(signed) Benj. F. Quinby (Seal)

J. H. Bailey (Seal)

Horace G. Chase (Seal)

Attorneys

Saml. B. Chase (Seal) "

John M. Wilson Esq.

Supt. Ct. of Chicago, "

State of Illinois }
Cook County. } So

I Thomas B. Carter
Clerk of the Superior Court of Chicago, within
and for the County of Cook in the State of
Illinois Do hereby certify the above and
following to be a full true and correct transcript
of Process. Security for costs. Issue. Demurrer. Judgment
Writ of Habeas Corpus. Answer of Defendants. Repetition
Cross Bill. & Demurrer thereto. Bill of Exceptions
and Appeal Bond now on file in my office,
together with all the orders and decrees entered
of record in said Court, in a certain suit therein,
wherein Edward Padelford was Plaintiff and
Benjamin F. Quinby and others were defendants.

In testimony whereof I the said
Thomas B. Carter have hereunto
set my hand and affixed the Seal
of said Court at Chicago in said
County the sixteenth day of April
A. D. 1862.

Thomas B. Carter Clerk



And now comes the said Benjamin F. Sumner,
Appellant and assigns the following
errors in the foregoing Record?

1. The Court erred in issuing writ of Injunction after appearance of Defendant, and without notice to them on a bill not verified by affidavit.
2. The Court erred in overruling Demurrer to Bill.
3. The Court erred in giving leave to Deft. D. W. C. to amend his answer.
4. The Court erred in overruling motion to dissolve injunction.
5. The Court erred in admitting disposition of D. W. C. on the hearing.
6. The Court erred in rendering a decree while a motion was on file, undisposed of.
7. The Court erred in rendering the decree declaring Trust Void void as against Complainant.
8. The Court erred in making injunction perpetual.
9. The Court erred in rendering decree against Deft. L. W. & Sumner for costs.
10. The Court erred in sustaining Demurrer to Cross Bill & dismissing Cross Bill.
Thompson & Bishop
Sole²² for Appellant.

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Filed Apr 24, 1862,
L. S. Leland
CLK

For \$32.00 paid