

STATE OF ILLINOIS,

SUPREME COURT,

Third Grand Division.

No. 126.

1860

*Ambs  
vs  
Horse et al*

*Horse  
vs  
Ambs*



STATE OF ILLINOIS, }  
SUPREME COURT, } ss.

The People of the State of Illinois,

To the Sheriff of the County of Cook Greeting:

Because, In the record and proceedings, and also in the rendition of the judgments of a plea which was in the Circuit Court of Cook County, before the Judge thereof, between Peter Ambs

plaintiff, and Henry H. Honore, Benjamin F. Bradley and Edwin G. Ferris

defendant. &c., it is said that manifest error hath intervened to the injury of the said plaintiff

as we are informed by his complaint the record and proceedings of which said judgments we have caused to be brought into our Supreme Court of the State of Illinois, at Ottawa, before the Justices thereof, to correct the errors in the same, in due form and manner, according to law: Therefore, We Command You, That by good and lawful men of your County, you give notice to the said Henry H. Honore Benjamin F. Bradley and Edwin G. Ferris

that they be and appear before the Justices of our said Supreme Court, at the next term of said Court, to be holden at Ottawa, in said State, on the first Tuesday after the third Monday in April

AD. 1860 next, to hear the record and proceedings aforesaid, and the errors assigned, if they shall see fit; and further to do and receive what said Court shall order in this behalf; and have you then there the names of those by whom you shall give the said Henry H. Honore, Benjamin F. Bradley and Edwin G. Ferris

notice, together with this writ.

Witness, The Hon. John D. Caton, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this 22<sup>nd</sup> day of April in the Year of Our Lord One Thousand Eight Hundred and Sixty.

L. Leland

Clerk of the Supreme Court.

by J. B. Rie Deputy



4825

126

Peter Ambro

No.

vs.

Henry G. Houder et al

SCIRE FACIAS.

FILED May 9, A. D. 1860

S. Ireland

Clerk.

Served by reading to the within  
named Henry G. Houder  
the 6<sup>th</sup> day of April A.D. 1860  
Benjamin F. Bradley and Edwin  
S. Ferris not found in my County

Dec 70cts John Gray Shepp  
Per by atty By J. Steinhaus  
Deputy

Eavis & Kissen



STATE OF ILLINOIS,  
IN THE SUPREME COURT,  
THIRD GRAND DIVISION,

PETER AMBS  
vs.  
HENRY H. HONORE,  
BENJAMIN F. BRADLEY  
AND EDWIN G. FERRIS. } *Appeal from Cook County Circuit Court.*

ABSTRACT.

This was an action of Replevin brought by appellant against appellees. Declaration filed 18th September, 1858.

- Record p. 8-11 Declaration contains only one count. Plaintiff alleges that the defendants on or about the 3d day of May, A. D. 1858, took certain liquors and office furniture therein described, the property of the plaintiff, and of the value of two thousand dollars, and unjustly detained the same, &c.
- 11 & 12 PLEAS 1st, Non cepit.
- 12 2d, Special plea; denying the property to said goods and chattels in plaintiff, and averring the same to have been the property of one John Ambs, at the time, where, &c., and praying return.
- 12-14 3d, Special plea by defendants Honore and Bradley, well avowing the taking of the said goods and chattels by defendant, and justly, &c., because one John Ambs, on the 1st May, 1858, was justly indebted to said Honore & Bradley, eight hundred and seventy-five dollars as rent, for which sum said Honore & Bradley, on the 3d May, 1858, issued their warrant of distress against the goods and chattels of John Ambs, which was placed in the hands of the defendant Ferris, and which distress warrant was on the 3d May, 1858, levied by said Ferris upon the goods and chattels mentioned in the plaintiff's declaration, the same be-



ing found upon the demised premises, as the property of John Ambs. Also, avers that the said goods and chattels were then and there the property of John Ambs, and not of Peter Ambs, prays return, &c.

14        4th, Plea by E. G. Ferris. Acknowledges the taking of said goods and chattels, and justly, &c. Sets up a levy under the distress warrant mentioned in 3d plea upon the goods and chattels mentioned in declaration, as the property of John Ambs, contains an averment to that effect, and denies that the same were the property of Peter Ambs, prays return, &c.

15        Issue joined upon first plea.

16-18      Replication to 2d, 3d and 4th pleas, that the property of said goods and chattels at the time when, &c., was in Peter Ambs and not in John Ambs, upon which issue joined.

It was then agreed between the parties that the cause should be tried by the court without the intervention of a jury. On trial, the following testimony was submitted, viz :

21        The plaintiff first introduced as a witness Emile Ambs, who having been duly sworn, said and testified, viz :

I know the plaintiff. I know the store of John Ambs. John sold out to Peter Ambs in November, 1857, the liquors and goods in the store. The plaintiff was in possession of the same when the same were taken by Ferris. Ferris took possession of the same as the property of John Ambs upon a distress for rent due defendants Honore & Bradley. Ferris did not remove the goods, but made a memorandum of them.

21 & 22      Cross-examined, viz : I was, at the time of the distress, a clerk in the store. My father, John Ambs, was also, at that time in the store, as a clerk, at one hundred dollars per month. There were four or five hands employed in the store, myself, my father, a porter at thirty-five dollars per month, and two clerks. Peter Ambs resides at St. Louis; he came down here when the sale was made, and remained one or two weeks; he has not been here since. He is my father's cousin. My father used to buy liquors of Peter Ambs in St. Louis—all he used in his business, except whiskey. Father continued to do business as before; no change, except he was a clerk. I was present when the store was sold to plaintiff. Plaintiff took the key from me at the time of sale. The next day he gave the key again to me. I do not know what Peter gave John for the stock of goods. All the goods were bought of Peter, except a few barrels of whiskey got here in the city, and which could not be got of Peter. Next morning after sale, Peter asked me if I wanted to be hired, and hired me at twenty dollars per month. I was not pre-



sent at the sale. I received pay from the book-keeper after plaintiff left. Plaintiff paid me one month before he left. Goods remained in store until the warrant was levied.

22        The plaintiff then called Lawrence J. J. Nissen, on his behalf, who, after having been duly sworn, testified: This is the bill of sale from John to Peter Ambs. I am a subscribing witness to it.

22 to 35        The bill of sale and exhibits thereto attached were there read in evidence.

35 & 36        Witness continued to testify. The goods were at No. 76 South Wells street, Chicago. John Ambs and Frederick Weigle were in my office at the time it was drawn. They then constituted the firm of John Ambs & Co. Peter Ambs and Frederick Du Barry of New York, were also there. The consideration was a debt due from John Ambs & Co. to Peter Ambs, and also a debt due from John Ambs & Co. to Du Barry, which Peter assumed to pay, and besides that, there were then two or three other debts which plaintiff assumed to pay. After bill was drawn, we went to the store where possession of the goods, and the key of the store and safe, were delivered to Peter Ambs by John Ambs & Co. I was in the store frequently thereafter. A few days after the sale, the sign of "John Ambs & Co.," over the door, was changed, and window curtains with the name of it were taken away. Another sign, with "Wines and Liquors" on it, was painted. The amount assumed by Peter Ambs was \$2,000 or \$3,000; the agreement was drawn up at the same time. Peter carried on the business there afterwards. He staid here two or three days, till one of his partners from St. Louis came here and took charge of the store. He staid here about a week. Then came a young man from New York, Mr. Ohlenschlager, whom Frederick Du Barry sent, and he took charge of the store till May, and was still in charge when the goods were taken by Ferris.

36 & 37        The said plaintiff then called on his behalf Edward Zimmerman, who having been duly sworn, testified as follows, viz:

I know the plaintiff. I have been in the employ of John Ambs & Co. Frederick Weigle was a member of the firm from February, 1856, to January, 1858. John Ambs & Co. sold the whole business to Peter Ambs. The business place was in 76 South Wells street, Chicago. Peter Ambs took possession November 18th, 1857, about 6 o'clock P. M. John Ambs gave him possession. P. Ambs took the key, and engaged me as book-keeper. Mr. Ohlenschlager, was sent from New York, who became chief manager. Before the sale "John Ambs & Co." was painted over the door of the store, afterwards, "Wines and Liquors" was painted. After the sale, business was carried on in the name of Peter Ambs.



John Ambs & Co. owed to Peter Ambs, in St. Louis, for Wines and Liquors, at the time of sale, about two thousand dollars.

37 The said plaintiff then introduced as a witness in his behalf, August Rettig, who having been sworn, testified and said :

I know the premises and store spoken about, the same were kept by John Ambs & Co., up to November 18th, 1857. I was in the store almost every day up to that time, and also after the sale from John Ambs & Co. to Peter Ambs. The business was then carried on by Peter Ambs himself. The sign of John Ambs & Co. was taken down or erased a couple of days after the sale, and "Wines & Liquors" painted in its place. The goods taken under the distress warrant belonged to Peter Ambs. Ohlenschlager was the manager in the concern, and book-keeper. John Ambs was acting as clerk. Peter Ambs came back after the sale many times.

38 The plaintiff then introduced as a witness in his behalf, John Ambs, who testified, having been sworn, as follows, viz :

I am a member of the firm of John Ambs & Co., which firm was composed of myself and Frederick Weigle. We sold out to Peter Ambs, as set forth in the bill of sale. The consideration of said sale was a debt of about one thousand dollars, due to Peter Ambs from us, and about twenty-one hundred dollars due to Du Barry, bought by Peter Ambs. I gave possession to Peter Ambs of the store on the day of sale, about six o'clock P. M. Peter Ambs made no addition to the goods after the sale. About two weeks after the sale, I had a conversation with the defendants Honore & Bradley, and told them I had sold out, that he, Bradley, said it made no difference I will take the other man. That witness was employed by Peter Ambs, as clerk, at one hundred dollars per month. Peter Ambs assumed to pay some other debts of ours, one to a man in Peoria, another to Jacob Ambs. Peter took all the property, nothing has ever come back to me from Peter Ambs. Only few of the debts due us and purchased by Peter Ambs have been collected, they were mostly bad.

38 & 39 *Cross-examined.* That the goods bought by plaintiff were worth about three thousand dollars, five hundred dollars more or less. That the whole debt agreed to be paid by Peter Ambs for John Ambs & Co., amounted to about three thousand dollars. That the debts due by John Ambs & Co. did not amount to ten thousand dollars, but only to about three thousand; that the debts for which the goods were sold to Peter Ambs, were the debt due to Peter Ambs, and that to Du Barry purchased by Peter Ambs, the debt to a man in Peoria, and the debt to Jacob Ambs. That these were all the debts owed by John Ambs & Co. When Peter Ambs



took possession, he remained a week or ten days in Chicago, and when he went away, he left a clerk in the store to manage for him. After the goods were distrained upon, they were removed to a cellar under the Briggs House. That Peter Ambs afterwards sold his stock to Emile Ambs, and took his notes for \$500 and \$600. That said Emile is now carrying on the liquor business in his own name, in a cellar on Randolph street, in Chicago. I was employed by Peter Ambs as a clerk, at \$100 per month. Emile was also employed. So was a porter, at \$30 or \$35 per month, and two other clerks.

39 to 48      The plaintiff then read in evidence the deposition of Frederick Du Barry, who testified, in substance :

My name is Frederick Du Barry. Am 45 years of age ; merchant in Brooklyn, New York. I knew Peter Ambs for about 5 years. Does not know defendants.

Has known John Ambs & Co. about five years, until about October, 1857, when they failed and sold out to Peter Ambs. About November, 1857, I was in Chicago, on their premises, where I saw a stock of goods worth about \$500. They then sold out their whole stock and claims to Peter Ambs. Sale was made in the store and papers drawn in a lawyer's office named Nissen. The consideration of sale was a debt due from John Ambs & Co. to Peter Ambs. Do not know amount, nor do I know of any other consideration, or whether any cash was paid. I know indebtedness from John Ambs & Co. to Peter Ambs was more than \$2000, having previously sold my claim against John Ambs & Co. to Peter Ambs, for \$2244.87 and interest from January, 1857. Peter had other claims against John Ambs ; do not know amount. The debt to me was for wines and liquors sold them in 1855 and 1856. The amount was settled, and I then sold the claim to Peter Ambs previously to sale of John Ambs & Co. to him. I made the bargain with Peter at St. Louis, previous to our going to Chicago. Peter Ambs has since paid me at different times, \$519.30-100 in cash. Besides that, he gave me notes to the amount of about \$1200, none of which are paid. Peter Ambs carried on the business at the old place in Chicago after the sale. He engaged a clerk named Ohlenschlager, who had a power of attorney and managed the business, and who staid some 7 or 8 months.

48 & 52 .      *Cross-examined.* John Ambs and Mr. Weigle were the members of the firm of John Ambs & Co. Knows nothing else about partnership, nor about the management of their business. The sale spoken of was made on the premises of John Ambs & Co., and the papers signed in the office of Lawyer Nissen. John Ambs, Weigle, Peter Ambs and myself, also the lawyer, were present at the sale. At Peter Ambs' request, I engaged Ohlenschlager for him, who was previously in my employ.



52 Defendants then admitted the goods levied upon to have been the same goods which were replevied.

52 Here plaintiff rested his case.

52 Defendants then introduced as a witness, ——— Lambier, who being sworn, testified that he served distress warrant. There was a sign inside the door and near it, painted on wall on left hand of door, near window, "Whiskey for Sale," under it "John Ambs & Co." which might be read from street, and was the only sign about the House. Was in large painted letters.

*Cross-examined.* The writing on wall was partly rubbed out, but could be distinctly seen. "John Ambs & Co." looked as having been scribbled. "Wholesale Whiskey" was in large letters.

53 Here the plaintiff called John Ambs and Emile Ambs, who testified that the words had been painted by clerks for amusement, that "John Ambs & Co." could hardly be read, and could not be seen from the street. It was no sign at all, but mere scribbling.

57 to 59 The defendants then gave in evidence a lease from Henry H. Honore, and B. F. Bradley to John Ambs, also the distress warrant under which the levy was made, and the return thereon by Ferris; and it was admitted by plaintiff that a judgment had been rendered for the amount of rent specified in warrant.

\* The plaintiff also introduced John Ambs again, who testified, "that at the time of the sale John Ambs & Co. owed about \$7,000 and that about \$3000 of the debts of John Ambs & Co. have been collected. That Peter Ambs has paid to the party in Peoria \$210, to Jacob Ambs \$190, to Hoffman & Gelpcke \$900, to some other creditor \$50, to Koeffler & Co. \$900, all of these parties being creditors of John Ambs & Co. That he had received in wages, about \$600, Emile \$115, Olenschlager 700, traveling expenses, and costs of collecting, about \$500. Olenschlager's salary was \$1000.

*Cross-examined.* John Ambs & Co. owed about \$10,000, altogether.

This was all the evidence heard and offered at the trial of this case.

The Court then gave judgment for the defendants, and awarded writ of *retorno habendo*.

To which judgment and decision the plaintiff's counsel excepted, for the reason that said judgment, and decision is contrary to the law and evidence of said cause.



### ERRORS ASSIGNED.

1. That the Court erred in rendering judgment against the plaintiff, and that said judgment is against the law and evidence of the case.
2. That the Court erred in awarding a writ of return of the property.

DAVIS & NISSEN,  
For Appellant.

### APPELLANT'S POINTS AND AUTHORITIES.

1. The sale from John Ambs to Peter Ambs was *bona fide*, and for a sufficient consideration. Possession was given to the vendee. It is therefore valid to pass title against all creditors not having a lien upon the property at the time of the sale.

*Brown v. Riley*, 22 Ill. 52.

*Ewing v. Runkle*, 20 Ill. 457.

2. The employment of John Ambs about the business does not avoid the sale; he having been employed as clerk, under the superintendence of the vendee or his agent.

*Brown v. Riley*, *ub. sup.*

*Warner v. Carlton*, 22d Ill. 415.

3. If the sale was *bona fide* when made, the legal title to so much of the property as Peter Ambs reduced to possession, (being that distrained on,) passed to him, and no distress levied by the appellees could avoid it.

*Ewing v. Runkle*, *ub. sup.*

4. Nothing stigmatizes the transaction as within the statute of frauds. The debt from John to Peter was really due. The deed was not made in secret, but in consultation with at least one other creditor (Du Barry).

*Ewing v. Runkle*, *ub. sup.*

*And see testimony of Nissen and Du Barry.*

5. The appellees could have no lien till the levy of their distress warrant. Till then they could set up no right over those of other creditors.

*Frisby v. Thayer*, 25 Wend. 396.

*Hastings v. Belknap*, 1 Denio, 190.

*Coles v. Marguand*, 2 Hill 447.



126

Peter Amis

vs

Henry Home

13026

Filed Apr. 11. 1860

L. L. Daniel  
Clerk



Supreme Court of Illinois  
Third Grand Division  
April Term 1860

|                     |   |                                    |
|---------------------|---|------------------------------------|
| Peter Ambros        | } | Appeal from Cook<br>Circuit Court. |
| vs                  |   |                                    |
| Henry H. Honore     |   |                                    |
| Benjamin F. Bradley |   |                                    |
| Edwin G. Harris     |   |                                    |

Defendants distrained for rent  
due from John Ambros - upon  
the goods in question claimed  
by Peter Ambros. The distress  
was made about the 3 May  
1858 - Peter Ambros claims to have  
purchased the goods, and  
took possession of them in  
November 1857.

Now there could be but one  
question here and that is one  
of good faith in the purchase.  
The evidence is unequivocal  
that John Ambros the vendor  
was indebted to plaintiff  
and others in large sums  
of money - and that plain-  
tiff agreed to pay and did so.



(2)

Assume a large part of the  
vendors indebtedness to others  
and Cancelled his own

There is no reason in any  
testimony in the record for  
doubting this state of the  
facts.

What act was done, or  
what was omitted that did  
make this sale fraudulent  
as to defendants?

There is absolutely nothing  
except that the plaintiff  
employed John Ambrose as  
a clerk and salesman -  
Continued in the same  
house, and did not  
completely erase every  
vestige of his name from  
every part of the walls of  
the house.

There are cases where a party  
will be barred by a state  
of facts which he allows  
to mislead another into  
giving credit.

No such case is shown  
here. It is true that plaintiff



(3) Continued to occupy the same house, but he changed the sign - and removed all the indicia of John Amb's ownership.

This personal employment could not mislead - nor was there any other circumstance calculated to mislead.

This Court has sustained a case of stronger circumstances in

Powers v Green 14 Mo R 387.

The authorities cited in the case of Powers v Green will fully sustain this purchase.

These defendants were not induced and did not give credit to John Amb by reason of any possession or connection he had with this stock of goods.

The debts from John Amb were real & were due - and Peter Amb did



(4)

in good faith make this Sale to pay those several Creditors  
There is no circumstance  
in proof Contradictory to,  
or inconsistent with this  
Statement.

The verdict in this case is  
Absolutely unaccountable

The Juror seems to have  
indulged the idea that  
he had a right to disbe-  
lieve witnesses, though  
not impeached by other  
witnesses - or other facts  
and circumstances

The Case of Towers v  
Green is infinitely stronger  
against the purchaser  
than this one is

Every pre-requisite to a  
good and valid Sale  
is shown. A full & fair  
Consideration - with a  
full & complete delivery  
and Change of Possession

Walter B. Seates  
of Counsel for Plaintiff  
in Error.



126-120

Peter Anub

v

H. H. Hanover et al

Plaintiff's Ar-  
gument

W. B. Seates of  
Counsel for Plff-



STATE OF ILLINOIS--THIRD GRAND DIVISION.

Supreme Court thereof, April term, 1860.

HONORE, *et alii* }  
    *ads.*                } *Appeal from Cook Circuit Court.*  
PETER AMBS.        }

1st. The appellees for answer to appellant's points say, that the sale from John Ambs and Frederick Weigle to Peter Ambs, was not bona fide, as abundantly appears from the testimony.

2d. It is not assumed that the employment of the seller to manage the business sold, is sufficient *per se*, all else being fair to pronounce it fraudulent; but it is assumed that where the question before the court or Jury trying the cause was *fraud* or *no fraud* (as in this case) and there was evidence conducing to sustain the finding; this Court will not disturb the finding though they might have found differently if they had been the original triers.

See Powers vs. Green, 14 Illinois 386.

3d. The hypothetical case in this point may be correct.

4th. It is contended that the *deed* in this case was made in secret, nor was it made in consultation with one other creditor (Du Barry). It is not, however, denied but that Du Barry was present, and that he might have been consulted, as he was trying to save a debt upon what he says was a failing concern; but Du Barry swears he had previously sold his claim to said Peter Ambs: (see his deposition beginning on tenth line from top of 44th page of record, and read five lines; then again commencing on the 7th line from top of 45th page of record, and read three lines).

5th. The position assumed in this point is not questioned.

54 to 58 The appellees most respectfully request the court to look at the lease from the defendants Honore & Bradley to John Ambs, for store room and cellar in Chicago, dated August 1855, to commence November 1st, 1855, and to continue to November 1st, 1860, at the



rent of "\$1,500 per annum, payable in equal instalments, monthly in advance."

59 Then the warrant of defendants', Honore & Bradley as landlords distraining upon John Ambs for \$875, rent due from Nov. 1st 1857 to May, 1858 inclusive, and constable's return thereon.

22 to 25 Then the bill of sale of John Ambs and Frederick Weigle to Peter Ambs, dated Nov. 18th 1857, consideration \$3230.21, "and for other good and valuable consideration" convey all the property on rented premises to said Peter Ambs, also one-horse wagon and harness, also all the book accounts, debts and demands mentioned in "Schedule A" made part of said bill of sale.

25 to 33 Then said "Schedule A.," it being a list of debt amounting to \$15.703 18.

33 to 35 Then the writing obligatory of Peter Ambs, to John Ambs and Frederick Weigle, dated Nov, 18th, 1857, acknowledging the bill of sale of goods and debts, and covenanting that he "will faithfully and truly in the best manner possible, and with the greatest dispatch, convert the said goods and chattels into money, and collect all and singular the book accounts and debts, so as above to me sold;" he is first to pay himself \$3230 21 and costs and expenses of collection; he is then to pay the debts of said John Ambs and Frederick Weigle, as partners, and the overplus, if any, he is to divide first to said Weigle \$3079 and balance to said John Ambs. That he would keep true and correct books of accounts, of all receipts, expenditures, payments, and doings in the premises, and said John Ambs and Frederick Weigle were at any time to be at liberty to inspect his books.

18 On the 7th day of May, 1859, a jury was waived, and the law and facts submitted to the Court, and the testimony was then heard though the record does not show that the testimony was then heard; 60 but the clerk's entry beginning on the last line on page 60 of the record proves it, "that said cause was adjourned until the 21st day of May following, and being again called up for hearing, the plaintiff's counsel recalled John Ambs, &c." When John Ambs was 39 first examined, he swore "that the whole debt agreed to be paid by Peter Ambs for John Ambs & Co., amounted to about \$3000; that the debts due by John Ambs & Co. did not amount to ten thousand dollars, but only to about three thousand; that the debt for which the goods were sold to Peter Ambs, were the debt due to Peter Ambs, and that to Du Barry purchased by Peter Ambs, the debt to a man in Peoria and the debt to Jacob Ambs, that those were all the debts owed by John Ambs & Co."

61 That on the 21st day of May, 1859, said John Ambs was recalled as a witness, the Court overruling the objection of defendants thereto. He then swore that when the sale was made the indebtedness of John Ambs & Co. was about \$7000, and upon his cross-examination at the same time, he stated that John Ambs & Co. owed, alto-



gether, ten thousand dollars; that Peter Ambs had paid to the party in Peoria, \$210; to Jacob Ambs, \$190; to Hoffman & Gelpke, \$900; to party in Chicago, \$50; to Kreffler & Co., \$900; that all these parties were creditors of John Ambs & Co.

The appellees make the following points:

- 1st. That the sale of goods in controversy from John Ambs and Frederick Weigle to Peter Ambs, was not made in good faith, but was intended by *all the parties thereto* to cheat and defraud the said appellees, Honore and Bradley, out of their rents accruing upon their said lease to said John Ambs. There is no proof that [anything] was done to notify the public of a change of owners. The bill of sale and accompanying papers were not recorded; there was no advertisement in the newspapers; Peter Ambs' name does not appear in or about the house, neither on sign, bill heads or account books. "Father continued to do business as before, no change, except he was clerk." See Emele Ambs' testimony, 4th line from bottom of the 21st page of the record. Now as there was really no change of possession, the bill of sale is fraudulent.

Thornton vs. Davenport and others, 1st Scam., 296;  
Kitchell vs. Bratton, 1st Scam., 300.

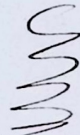
- 2nd. That the bill of sale from Ambs & Weigle to Peter Ambs being absolute upon its face, and the writing obligatory from said Peter Ambs to said John Ambs and Frederick Weigle of the same date, conditioned that said Peter should first pay himself his debt due from John Ambs & Co., then the other creditors of said John Ambs & Co., and then the surplus, if any, to go to said Weigle and John Ambs, neither being recorded or explained by evidence aliunde, are of themselves evidence of fraud.
- 3rd. That said bill of sale creates a secret trust in favor of said John Ambs, one of the makers thereof, giving him a residuary interest without providing for the payment of his individual debts, and is therefore void, being against the statute of frauds.
- 4th. That the issue on the trial below being fraud or no fraud, and that being an issue of fact properly triable in the inferior court, this court will not disturb the finding in the court below, unless the court below has misapprehended the law in the case.
- 5th. That the rule of evidence, *false in one thing false in everything*, applies with peculiar force to John Ambs, a witness for the plaintiff in this case, and his testimony should be rejected.

W. P. & N. THOMASSON,  
*Att'ys for Appellees.*



No 126-120

Honore et alii

ads 

Peter Ambs  
Points & brief of  
appellees

Filed May 8. 1860  
L. L. L. L.  
L. L. L.



State of Illinois

Supreme Court April Term 1860

Honore et alii

Case 126

ad  $\frac{2}{3}$  Depts' statement of their case / comments thereon  
Peter Amb's

In Aug<sup>r</sup> 1855 John Amb's leased of Depts' Honore & Bradley a store room and cellar in Chicago, from 1<sup>st</sup> Nov<sup>r</sup> 1855 to 1<sup>st</sup> Nov<sup>r</sup> 1860 at \$1,500 per annum payable in equal monthly instalments in advance, in May 1858 Honore and Bradley sued out their landlord's warrant for \$875 rent due from Nov<sup>r</sup> 1<sup>st</sup> 1857 to May 1858 inclusive and the goods upon the leased premises were distrained as the <sup>property</sup> of said John Amb's -

Peter Amb's a cousin of said John Amb's living in St Louis Missouri institutes this his action of replevin, to recover the goods distrained claiming them by purchase from John Amb's & Frederick Weigle, by bill of sale dated 18<sup>th</sup> day of Nov<sup>r</sup> 1857; he alleges that John Amb's & Co were indebted to him, and that before he left St Louis on the trip, during which he made said purchase, he had purchased the claim of Du Barry on said John Amb's & Co amounting to \$2,244.87 with interest. How much he was to give for Du Barry's claim seems to be carefully kept out of view, but Du Barry swears that he has received \$519.30 in money, and claims due John Amb's & Co for \$1,200 more (thought to be a good sale for such a debt, on as he states a failing firm) The consideration in the bill of sale is \$3,230.21 "and other good and valuable consideration" and for this



he gets of John Amb's the property worth \$3,000 - \$500 -  
more or less and \$15,403.18 in debts due John Amb's & Co.

Peter Amb's makes no additions to the stock of liquor, and  
a few days after his purchase he returns to St Louis and never  
visits Chicago afterwards, as Uncle Amb's swears, <sup>page 21 of record</sup> nor is he  
seen or heard to or say anything respecting the property, or  
debts, from that, to the present time, and it will soon be  
seen that the affidavit upon which this suit is brought is made  
by Herrman Ohlensclager who styles himself the agent of  
said Peter Amb's. Let us see how Peter Amb's manages  
after his purchase, see Uncle Amb's testimony page 21 of the  
record "my father John Amb's, was also at that time in  
the store, as a clerk; at one hundred dollars per month  
there were four or five hands employed in the store, my  
self my father, a porter at \$35 per month and  
two clerks"

|                                                             |         |
|-------------------------------------------------------------|---------|
| Ohlensclager's salary proved by Jno Amb's page 61 of record | \$1,000 |
| Another clerk as proved Uncle Amb's                         | 8 00    |
| John Amb's salary \$100 pr month is                         | 1,200   |
| Uncle Amb's \$20 pr month                                   | 240     |
| Porter at \$35 per month                                    | 420     |

Rent of store & cellars pr year see Lease \$1,500  
Thus there is an expenditure at the rate of \$5,160 <sup>\$5,160</sup> per year  
besides the expense of horse & wagon, to carry on a  
business the capital of which is about \$3,000 and to  
which no addition is made and which after less than  
six months operation is sold to Uncle Amb's the



son of said John Amb for \$500 or \$600 and his notes taken  
therefor. What prudent business man who intended to  
act honestly would conduct his business in such a man-  
ner, but it is a neat dove tail fit, when it is considered  
the property has all along belonged to said John Amb,  
and that all this subterfuge has been resorted to with  
the hope to cheat and defraud the said Honore & Brad-  
ley out of their accruing rent, and that said Peter  
Amb lent himself to effect the object.

It may be urged that no fraud was committed upon Ho-  
nore & Bradley inasmuch as they had personal notice  
of said sale, it is true that John Amb in his testimony  
(13<sup>th</sup> line from top of 38<sup>th</sup> page of record) says, "About  
two weeks after the sale I had a conversation with de-  
fendants Honore & Bradley and told them I had sold out,  
that he Bradley said it made no difference, I will  
take the other man" Now if John Amb was entitled to  
implicit belief, this is no sufficient notice, no name  
is mentioned as purchaser, nor does it any where  
appear that either Honore or Bradley had any  
personal knowledge of Peter Amb, and when it  
is believed that said John Amb is wholly unworthy  
of belief, this pretended notice amounts to nothing.

It does seem that John Amb in his testimony swore to  
whatever he at the moment thought might be of service  
to the plaintiff. The maxim is none the less true  
because of its age "Actions speak louder than words",  
and although it is comparatively an easy matter as



in this case, to put upon paper the language of the witness, you cannot even by language impress on paper his manner or conduct whilst testifying - but the inconsistencies and contradictions <sup>of said John Ambles in this case</sup> are so numerous and palpable, as to force upon the mind the conviction that he is not entitled to the least credit, and that his testimony should be wholly rejected: and if John Ambles testimony is rejected then the only testimony for the plaintiff are the papers introduced by him, and the gross inadequacy between what Peter Ambles was to give, and what he received would of itself stamp the transaction as fraudulent.

Again the utmost amount of debts specified by John Ambles as due from John Ambles & Co was \$5,480.20 to wit: to Peter Ambles \$3,230.21 to party in Perria \$210. to Jacob Ambles \$190. to Koppman & Gelpke \$700 to party in Chicago \$50: and to Kreffler & Co about \$900. Now the liquors sold <sup>in Chicago</sup> and the three thousand dollars of money collected of the debts of John Ambles & Co amounts to more than Peter Ambles was bound to pay for the whole over \$18,000 worth of liquors and debts he contracted for - John Ambles swears "That about \$3,000 of the debts of John Ambles & Co had been collected," see his testimony 11<sup>th</sup> line from the top of page 61 of the record -

There is nothing to show that Peter Ambles has done or said anything since the pretended purchase which



tends to show that he considers himself the owner of the liquors but all that is shown goes to prove that he has but but himself to try and apist said John to defraud said Horner & Bradley out of their rent. We see that \$1,200 of the debt due to John Ambros are turned over to Du Barry to liquidate his debt which Peter pretends to have bought, and there is little doubt but that the money he received was also from the concern in Chicago. Peter Ambros nor any one for him makes any enquiry or arrangement for the rent of the premises where the liquors were, it is evident that was left with John Ambros to settle, and what higher evidence of fraud on the part of said Peter could be required? He remains quietly at his home having made no provision for rent of store room, pays no attention to the distress warrant an action of replevin is instituted in his name by an agent a tedious trial is had and Peter never shows his face or permits his voice to be heard, such conduct stamps the case with an unmistakable character

Believing the court must esteem this case draped in fraud from beginning to end it is most respectfully submitted

M. D. S. A. Thomasson

Attys for appellees

Attowa May 8<sup>th</sup> 1860



No 126

Honore fathers  
ad. S.  $\frac{1}{2}$  Depts argument  
Peter Ambles

Filed May 8. 1860  
L. L. Leland  
Clerk

Thomassons



State of Missouri }  
Supreme Court }

Peter Ambros

vs

Henry M. Howie

Benj. F. Bradley

Edwin S. Ferris

Enon & Cook County

Circuit Court

I do hereby enter myself  
debtor for costs in this cause and acknowledge  
myself bound to pay or cause to be paid all costs  
which may accrue in this action either to the  
opposite party or to any of the officers of this court  
in pursuance of the laws of this state.

Dated this 2<sup>d</sup> day of April 1860.

Christian Schwarz



Supreme Court

---

Ambs

or

Honors &c

---

Summit

Filed April 2, 1860  
L. Leland  
clerk

Davis & Nissen atty Gen



# UNITED STATES OF AMERICA,

STATE OF ILLINOIS, COUNTY OF COOK, SS.

0  
Pleas, before the Honorable George Manierre Judge of the Seventh Judicial Circuit of the State of Illinois, and Sole Presiding Judge of the Circuit Court of Cook County, in the State aforesaid, and at a term thereof begun and held at the Court House in the City of Chicago, in said County, on the Second Monday, (being the Eleventh day) of July in the year of our Lord one thousand eight hundred and fifty nine and of the Independence of the said United States the Eighty-fourth

Present, Honorable George Manierre Judge of the 7th Judicial Circuit of the State of Illinois. }

Paulus Haven States Attorney.

John Gray Sheriff of Cook County.

Attest, Wm L Church Clerk.

Be it remembered, that heretofore, to wit, on the fourth day of May in the year of our Lord one thousand eight hundred and fifty eight, before me by Davis & Nissan, his Attorneys filed in the office of the Clerk of the Court aforesaid his certain affidavit, precept & bonds for costs in the words & figures following, to wit,  
Affidavit.

State of Illinois } ss  
Cook County }

Herrmann Ochterslager of said County and State being duly sworn, says and deposes that he is the Agent of one Peter Ambt of the City of Saint Louis, State of Missouri. That the said Peter Ambt is at the present time the owner of and is now lawfully entitled to the possession of the following described



goods and chattels viz.

1 Three and a half barrels Monongahela Whiskey  
Fourteen barrels of Brandy, Six barrels Port wine  
Six barrels Gin, Thirteen boxes Segars, Three  
boxes Bitters, Two barrels Rum, One Pipe Punch  
One barrel Bitters, Four barrels Madeira Wine,  
One barrel Pure Water, Two barrels Anisette,  
Three barrels common Whiskey, One barrel Scotch  
Whiskey, Two barrels Ginger Wine, One barrel  
Sherry Brandy, One barrel Hummel, One barrel  
Alcohol, One barrel Showton Bitters, One barrel  
Peppermint, Fourteen baskets Champaigne, Nine  
boxes Champaigne, One hundred and fourteen  
Boxes Wine, Fifteen empty casks, ~~Three barrels~~  
claret, One half barrel White Wine, One Iron  
Safe, One Stove & pipe, One desk, One letter press  
& table, One Platform Scale, One hundred and  
seven <sup>dosen</sup> packs playing cards, Four chairs, Three and  
a half Boxes cheese, a lot of empty casks & barrels,  
One horse, Waggon & Harness,

The said goods and chattels above enumerated  
being of great value viz, of the value of Two  
Thousand Dollars.

And this Affiant further says, that on the 3<sup>d</sup>  
day of May A.D. 1858, at the County of Cook  
aforesaid, the said above described and enu-  
merated goods and chattels of the said Amb  
were wrongfully taken from said Amb by



2

one Henry H. Honore, Benjamin F. Bradley, and Edwin G. Ferris, and are still wrongfully detained from said Ambs by said Honore, Bradley and Ferris.

And this Affiant further says and deposes, that the above described and enumerated goods and chattels have not been taken for any tax assessment or fine, levied by virtue of any Law of the State of Illinois, nor have the same been seized under any execution or attachment against the goods and chattels of the said Ambs, liable to execution or attachment.

Sworn to and subscribed } Herman Ohlenschlager  
before me this 4 May 1858 }  
Wm L. Church }

Precipe

State of Illinois, Cook County, S.S.  
Peter Ambs  
vs  
Henry H. Honore, Benjamin F. Bradley & Edwin G. Ferris } In the Circuit  
Court of Cook  
County.

The Clerk of said Court is requested, upon filing of a proper affidavit, to issue a writ of replevin in accordance with such affidavit, to the Sheriff of Cook County & oblige—

(Davis & Nissen  
Plffs Atty.

To Wm L. Church

Clk Cir. Ct.



4  
3 Bond for Costs

State of Illinois, Cook County s. s.

Peter Ambs

vs

Henry H. Honore, Benjamin  
F. Bradley & Edwin G. Ferris,

} Circuit Court of  
Cook County

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

(Taken this 4<sup>th</sup> day  
of May A. D. 1858)

Herman Ohlenschlager

And thereupon on the day and year last aforesaid there issued out of the office of the Clerk of the Court aforesaid & under the seal of said Court the People's certain writ of Replevin, directed to the Sheriff of Cook County and clothed in the words and figures following, to wit:

Replevin Writ

State of Illinois }  
Cook County } ss.

The People of the State of Illinois to the Sheriff of said County, Greeting:  
Whereas, Herman Ohlenschlager Agent for Peter Ambs Plaintiff, complain that Henry H.

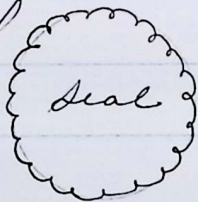


4 Honor, Benjamin F. Bradley, Edwin G. Ferris  
Defendants unlawfully and wrongfully have taken  
and do detain the following described goods and  
chattels, to wit: Three and a half barrels Monongahela  
Whiskey, 14 barrels Brandy, 6 barrels Port wine, 5 Bbls,  
Gin, 13 Boxes Cigars, 3 Boxes Bitters, 2 Bbls. Rum,  
1 Pipe Punch, 1 Bbl. Bitters, 4 Bbls. Madeira Wine  
1 Bbl. Pure Water, 2 Bbls. Anisette, Common Whiskey  
One Bbl. Scotch Whiskey, 2 Bbls. Ginger Wine,  
1 Bbl. Cherry Brandy, 1 Bbl. Rummel, 1 Bbl.  
Alcohol, 1 Bbl. Houston Bitters, 1 Bbl. Peppermint.  
14 Baskets Champagne, 114 Boxes Wine, 15  
empty casks, 3 Bbls. Claret,  $\frac{1}{2}$  Bbl. White Wine,  
1 Iron safe, 1 stove & pipe, 1 Desk, Letter Press &  
Table, 1 Platform scale, 107 1 Doz Pack playing  
cards, 4 chairs,  $3\frac{1}{2}$  Boxes cheese, a lot of empty  
casks & Bottles, 1 Horse, 1 Waggon & 1 Harness,  
altogether of the value of Two Thousand Dollars  
Therefore, We command you, That if the said  
Plaintiff shall give you bond with good and  
sufficient security in double the value of the said  
goods and chattels, as required by law, to prose-  
cute his suit in this behalf to effect and without  
delay, and to make return of the said goods  
and chattels, if return thereof shall be awarded  
and to save and keep you harmless in replev-  
ing said goods and chattels, you cause the said  
goods and chattels to be replevied and deliv-



5 cred to the said plaintiff without delay: and also that you summon the said defendants to be and appear before the Circuit Court of Cook County on the first day of the next term thereof, to be holden at the Court House in the City of Chicago, in said County, on the Second Monday of October next, to answer said plaintiff in the premises. And have you then and there this writ, with an endorsement thereon in what manner you shall have executed the same, together with the bond which you shall have taken from the said plaintiff as before commanded, before executing this writ.

Witness William L. Church, Clerk  
of our said Court, and the seal thereof, at  
Chicago, in said County, the 4<sup>th</sup> day  
of May 1858.



W<sup>m</sup> L. Church Clerk

And afterwards, to wit, on the 14<sup>th</sup> day of May in the year last aforesaid said writ was returned into the Court aforesaid by said Sheriff with a bond thereto attached and endorsed as follows to wit:

Sheriff's Endorsement

The Plaintiffs having given bond as hereunto annexed I have taken the within described property & delivered it to them as per their receipts



7  
heron enclosed, also by summoning the within  
named Defendants this 13<sup>th</sup> of May 1858 - 3 services  
1.50 - 1 Levy, 50 - 1 Bond, 50 - 3 Miles, 15 - 1 Return, 10  
\$ 2.75

John L. Wilson Sheriff  
By George Anderson (Depty,

Bond

Know all men by these Presents, That we  
Peter Ambs, F. Ambs, Lewis Weiss & Jas. Roelle  
are held and firmly bound unto John L. Wilson  
Sheriff of the County of Cook in the State of Illinois  
and to his successors in office, executors, administra-  
tors and assigns, in the penal sum of Four thousand  
dollars, lawful money of the United States, for the  
payment of which sum we do hereby jointly and  
severally bind ourselves, our heirs, executors and  
administrators.

The condition of this obligation is such, That  
whereas, on the fourth day of May in the year of our  
Lord one thousand eight hundred and fifty eight  
the said Peter Ambs has sued out of the Circuit  
Court of Cook County, a writ of Replevin against  
Henry H. Honore, Benjamin F. Bradley & Edwin  
G. Ferris, defendants, for the recovery of the follow-  
ing described goods and chattels, property, to wit:  
3 1/2 Bbls. Monongahela Whiskey, 14 Bbls. Brandy, 6 Bbls.  
Portwine, 5 Bbls. Gin, 13 Boxes Segars, 3 Boxes Bitters  
2 Bbls. Rum, 1 Pipe Punch, 1 Bbl. Bitters, 4 Bbls.  
Madeira, 1 Bbl. Rume-water, 2 Bbls. Anisette, 3 Bbls.



7 common Whiskey, 1 Bbl. Scotch Whiskey, 2 Bbls. Ginger Wine,  
 1 Bbl. Sherry Brandy, 1 Bbl. Kummel, 1 Bbl. Alcohol,  
 one horse, waggon and harness, 1 Bbl. Stouton Bitters,  
 1 Bbl. Peppermint, 14 Baskets Champaigne, 9  
 Boxes Champaigne, 114 Boxes Wine, 15 empty  
 casks, 3 Bbls. Claret,  $\frac{1}{2}$  Bbl. White Wine, 1 Iron safe,  
 1 stove and pipe, one desk, 1 letter press and table,  
 one platform scale, 107 doz. packs playing cards, 4  
 chairs,  $3\frac{1}{2}$  Boxes cheese, a lot of empty casks & bottles.

Now, if the said Peter Ambs, Plaintiff, shall prosecute  
 his said suit to effect, and without delay,  
 and make return of the said property, if return  
 thereof shall be awarded, and save and keep  
 harmless the said Sheriff in replevying the  
 said property, then this obligation to be void,  
 otherwise to remain in full force and effect.

Witness our hands and seals this fourth day  
 of May A. D. 1858

Witness

P. Ambs

Per Herman Ohlenschlager (seal)  
 his Atty. in fact

F. Ambs (seal)

Lewis Weiss (seal)

Jas Roelle (seal)

And afterwards, to wit, on the 18<sup>th</sup> day of  
 September in the year last aforesaid, said plain-  
 tiff by his said Attorney, filed in the Court



8 aforesaid in said cause his certain declaration in the words and figures following, to wit,

Declaration

State of Illinois }  
Cook County } ss.

In the Circuit Court of Cook  
County October Term A. D. 1858

Henry H. Honore, Benjamin F. Bradley,  
and Edwin G. Ferris, defendants in this suit, were  
summoned to answer Peter Ambro, plaintiff in  
this suit, of a plea, wherefore they took Three and a  
half Barrels Monongahela Whiskey, Fourteen Barrels  
of Brandy, Six Barrels Port wine, Five Barrels Gin,  
Thirteen Boxes Segars, Three Boxes Bitters, Two Barrels  
Rum, One Pipe Punch, One Barrel Bitters, Four  
Barrels Madeira Wine, One Barrel Pure Water,  
Two Barrels Anisette, Three Barrels common Whis-  
key, One Barrel Scotch Whiskey, Two Barrels Ginger  
Wine, One Barrel Cherry Brandy, One Barrel  
Rummel, One Barrel Alcohol, One Barrel Stough-  
ton Bitters, One Barrel Peppermint, Fourteen  
Baskets Champagne, <sup>9 boxes champagne</sup> One hundred and four-  
teen Boxes of Wine, Fifteen empty casks, Three  
Barrels Claret, One half Barrel White Wine, One  
Iron safe, One stove & pipe, One Desk, One letter  
Press & Table, One Platform Scale, One hundred  
and seven dozen packs playing cards, Four chairs  
Three and a half Boxes cheese, A lot of empty



casks and Bottles, One horse, waggon & harness of the  
 9 said plaintiffs and unjustly detained the same  
 against sureties and pledges until &c.

And therefore the said plaintiff  
 by Lawrence J. J. Nissne his Attorney, complains  
 for that the said defendants on the third day of  
 May in the year of our Lord one thousand eight  
 hundred and fifty eight at the County aforesaid  
 in a certain Store on South Wells Street in the  
 City of Chicago therein, known as Number Seventy  
 Six (76) took Three and a half Barrels of Monon-  
 gahela Whiskey, Fourteen Barrels of Brandy, Six Bar-  
 rels of Port wine, Five Barrels Gin, Thirteen Boxes  
 Segars, Three Boxes Bitters, Two Barrels Rum, One  
 Pipe Punch, One Barrel Bitters, Four Barrels Ma-  
 deira Wine, One Barrel Rume Water, Two Barrels  
 Anisette, Three Barrels Common Whiskey, One  
 Barrel Scotch Whiskey, Two Barrels Ginger Wine,  
 One Barrel Cherry Brandy, One Barrel Hummer  
 One Barrel Alcohol, One Barrel Houston Bitters,  
 One Barrel Peppermint, Fourteen Baskets Cham-  
 pagne, Nine Boxes Champagne, One hundred  
 and fourteen Boxes Wine, Fifteen empty casks,  
 Three Barrels Claret, One half Barrel White Wine  
 One Iron safe, One Stove & pipe, One Desk, One  
 Letter press & table, One platform scale, One hun-  
 dred and seven dozen packs playing cards, four  
 chairs, Three and a half boxes cheese, A lot of



empty casks & bottles, One horse, waggon & harness of  
 10 him the said plaintiff, of great value viz, of the value  
 of Two Thousand Dollars and unjustly detained the  
 same against sureties and pledges until &c.

Wherefore the said plaintiff saith that he is  
 injured and has sustained damage to the amount  
 of Three thousand Dollars and Therefore he brings  
 this suit &c.

L. J. J. Nissen

Plffs. Atty.

And afterwards, to wit, on the 28<sup>th</sup> day of September  
 in the year last aforesaid, said defendants by their  
 Attorney, filed in said Court their certain Pleas to  
 the said plaintiffs declaration, in the words and  
 figures following, to wit,

Pleas

|                                |       |                            |
|--------------------------------|-------|----------------------------|
| State of Illinois              | } ss. | Cook Circuit Court October |
| Cook County                    |       | Term 1858                  |
| Henry H. Honore,               | }     | In Replevin                |
| B. F. Bradley and E. W. Ferris |       |                            |
| ads                            |       |                            |
| Peter Amb                      |       |                            |

1<sup>st</sup> Pleas And the said defendants  
 by Will. P. Thomasson, their Attorney come and de-  
 fend the wrong and injury, when &c. and say  
 that they did not take the said goods and chattels  
 property, in plaintiffs declaration mentioned



or any or either of them, or any part thereof in man-  
 11 ner and form as the plff hath complained against  
 them, and of this they put themselves upon the country

cc.

Will. T. Thomasson

Atty. for Defs.

2<sup>nd</sup> Plea

And for further plea in this behalf the defend-  
 ants say action non, because they say that the said  
 goods and chattels in the plff's declaration mentioned  
 at the time when sued for by plff. to wit, at the County  
 of were the rightful property of one John Amb and  
 not of the said plff, as by plff's declaration is alleged.  
 And this the said defts are ready to verify, wherefore  
 they pray judgment, if the said plff ought to have or  
 maintain his aforesaid action thereof against them,  
 and they also pray a return of the said goods & chat-  
 tels together with their costs in this behalf, according  
 to the form of the statute in such case made and  
 provided to be adjudged to them &c.

Will. T. Thomasson

Atty for Defs.

|                         |   |                    |
|-------------------------|---|--------------------|
| State of Illinois       | } | Cook Circuit Court |
| Cook County             |   | October Term 1858  |
| Honore Bradley & Ferris | } | In Replevin        |
| ads                     |   |                    |
| Peter Amb               |   |                    |

3<sup>rd</sup> Plea

And the said Honore



12 & Bradley who are impleaded with one E. W. Ferris in the above entitled suit by Will P. Thomasson their attorney come and defend the wrong and injury when &c. And say they will avow the taking the goods and chattels in plaintiff's declaration mentioned at the County afd and justly &c. Because they say that one John Ambt heretofore to wit, on the 1<sup>st</sup> day of May 1858 at the County afd was justly indebted to said Florore & Bradley eight hundred and seventy five dollars as rent for a store room and cellar of said defendants Florore & Bradley situated in the City of Chicago, County & State afd, for which indebtedness said defts. Florore & Bradley on the 3<sup>rd</sup> day of May 1858 at the County afd issued their distress warrant as Landlords against the goods and chattels of said John Ambt which was placed in the hands of their codefendant Ferris who was then and there a constable of said county, and which distress warrant was by said constable on the said 3<sup>rd</sup> day of May 1858 levied upon the said goods & chattels in plft's declaration mentioned being found upon the said leased premises as the property of said John Ambt to satisfy and discharge the afd debt due these defts. Florore and Bradley. And the said Florore & Bradley aver that said goods and chattels in plft's declaration mentioned were then and there the



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rightful property of said John Ambbs & were liable to said distress for rent, and were properly taken possession of by said constable as aforesaid. And this the said Honore & Bradley are ready to verify, wherefore they pray judgment, if the said plft ought to have or maintain his aforesaid action <sup>thereof</sup> against them, and they also pray a return of the said goods & chattels together with their costs in this behalf, according to the form of the Statute in such case made and provided to be adjudged to them &c.

Will P Thomasson Atty for Deft  
Honore & Bradley

|                       |   |     |                    |
|-----------------------|---|-----|--------------------|
| State of Illinois     | } | ss. | Cook Circuit Court |
| Cook County           |   |     | October Term 1858  |
| E. W. Ferris & others | } | ads | In Replevin        |
| Peter Ambbs           |   |     |                    |

4th Plea

And the deft E. W. Ferris who is impleaded with Henry H. Honore. & B. F. Bradley ads of Peter Ambbs in our said Cook Circuit Court by Will P. Thomasson his Attorney comes and defends the wrong & injury when &c. and says as constable of Cook County he acknowledges the taking of the said goods and chattels in plft's declaration mentioned and justly &c. Because he says that by virtue of a landlord's distress warrant issued by his



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defendants Honore and Bradley against the goods & chattels of one John Ambros for \$875 rent for a store room and cellar in Chicago in the County and State afd. dated the 3<sup>rd</sup> day of May 1858 directed &c. He this deft. did as such constable as aforesaid levy upon and take into his possession the said goods and chattels as afd. as the rightful property of said John Ambros to satisfy said landlord's distress warrant for rent, the said property being upon said leased premises when so levied upon &c. And this the said Ferris is ready to verify &c. wherefore he prays judgment if the said plft. should have and maintain his aforesaid action thereof against him, and he also prays for a return of said goods and chattels and for his costs in this behalf, according to the form of the Statute in such case made and provided to be adjudged to him &c.

Will P. Thomasson Atty.  
for E. W. Ferris

And afterwards, to wit, at the November Term of said Court, to wit, on the 1<sup>st</sup> day of December in the year last aforesaid the following proceedings among others in said Court were had and entered of record in said cause, to wit,



Peter Amb's

vs

Replevin

~~1840~~15thHenry H. Honore, Benj. F.  
Bradley & Edwin G. Ferris

This day comes the said Plaintiff  
by Davis & Nissen his Attorneys and moves the Court to  
strike from the files of said cause the avowry of the De-  
fendants Honore & Bradley and the cognizance of the  
Defendant Ferris.

And afterwards, to wit, on the 2<sup>d</sup> day of December  
in the year last aforesaid, said Plaintiff by his said  
Attorney, filed in said cause his certain replication  
in the words & figures following, to wit,

ReplicationState of Illinois }  
Cook County } ss.  
Peter Amb'sCircuit Court of Cook County  
of the Nov. Term 1858

vs

Henry H. Honore  
Benjamin F. Bradley  
Ferris

In Replevin

And the said Plaintiff as to the  
plea of the said defendants by them first above pleaded  
and whereof they have put themselves upon the Country,  
doth the like.

L. J. J. Nissen  
Plff's Atty.



And the said Plaintiffs as to the said plea of the said defendants by them secondly above pleaded, says that the said plaintiff by reason of anything in that plea alleged ought not to be barred from having or maintaining his aforesaid action thereof against the said defendants, because he says that at the said time when &c. the said goods & chattels were the property of him the said plaintiff and not the property of the said John Ambts, and this the said plaintiff prays may be enquired of by the Country &c.

And the Defts do the like

L. J. J. Nissen Plfts. Atty.

Thomasson for Defts.

And afterwards, to wit, at the same term of said Court last aforesaid, to wit, on the 16<sup>th</sup> day of December in the year last aforesaid, the following proceedings, among others were had and entered of record therein, to wit

|                                                                                      |   |          |
|--------------------------------------------------------------------------------------|---|----------|
| Peter Ambts<br>Henry H. <sup>vs.</sup> Honore, Berj. F.<br>Bradley & Edwin G. Ferris | } | Replevin |
|--------------------------------------------------------------------------------------|---|----------|

This day again come as well the said Plaintiff by Davis & Nissen his Attorneys, as the said defendants by Thomasson, their Attorney, and the Court having heard counsel on the motion of the Plaintiff heretofore entered, to strike from the files of said cause the avowry of the defendants Honore & Bradley and the cognizance of the defendant Ferris as well in support thereof as in opposition thereto, and being now fully advised of and concerning the premises doth order that said motion be overruled and the same hereby is overruled accordingly.

And afterwards, to wit, on the 18<sup>th</sup> day of December in the year last aforesaid, the said



Defendants filed in said cause their certain other  
 Pleas to said Plaintiff's declaration in the words and  
 figures following, to wit,

Pleas

State of Illinois } Cook County Circuit Court  
 Cook County } of the November Term A. D. 1858  
 Peter Ambs

vs.

Henry H. Honore } In Replevin  
 Benjamin F. Bradley }  
 E. W. Ferris }

And the said Plaintiff  
 as to the said avowry of the said Defendant Honore  
 says that the said Defendant Honore by reason  
 of anything by him in his said avowry above al-  
 leged ought not to avow the taking of the said  
 goods and chattels in the place <sup>in which</sup> & justly &c.  
 because the said Plaintiff says that at the time  
 when &c. the said goods & chattels were the property  
 of the said Plaintiff, and not the property of the  
 said John Ambs, as the said Defendant Honore  
 has above in his said avowry alleged, & this the  
 said Plaintiff prays may be enquired of by the  
 country &c.

And the Defts do the like  
 Thomasson for Defts.

L. J. J. Nissen  
 Plt's Atty.

And the said Plaintiff as to the said



cognizance of the said defendant Ferris, says that the said Ferris by reason of anything by him in his said cognizance above alleged ought not to acknowledge the taking of the said goods & chattels in the place in which <sup>& fully &c.</sup> because the said plaintiff says at the time when <sup>&c.</sup> the said goods & chattels were the property of the said plaintiff and not the property of the said John Ambbs as the said defendant Ferris has above in his said cognizance alleged, and this the said plaintiff prays may be enquired of by the Country <sup>&c.</sup> And the Defts. do the like

L. J. J. Nissen

Thomasson for Defts

Plfts. Atty.

And afterwards, to wit, at the April Term of said Court, to wit, on the 7<sup>th</sup> day of May A. D. 1859 the following proceedings among others were had and entered of record therein, to wit,

Peter Ambbs

13432

vs

Henry H. Honore, Benjamin  
F. Bradley and Edwin G. Ferris

Replevin

This day come as well the said Plaintiff by (Davis & Nissen his Attorneys, as the said defendants by Thomasson their Attorney, and it is agreed by and between the said parties now here in open Court that the trial of the matters at issue herein between them shall be submitted to the Court without the intervention of a jury.



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And afterwards, to wit, at the July Term of said Court, to wit, on the 13<sup>th</sup> day of July in the year last aforesaid, the following proceedings, among others in said Court were had and entered of record therein, to wit,

Peter Ambs

18432

vs.

Replevin

Henry H. Honore, Benj. F.  
Bradley and Edwin J. Ferris

This day again come as well the said plaintiff by Davis and Kissen his Attorneys, as the Defendants by Thomasson their Attorney, and this cause having been, at a former Term thereof submitted to the Court for trial by agreement of said parties: And the Court having heard the evidence as well on the part of said Plaintiff as of the said defendants, the arguments of counsel, and being fully advised in the premises, now finds the defendants not guilty, to which the said plaintiff by his Counsel now here excepts.

Therefore it is ordered and considered by the Court that the said defendants do have a return of the goods and chattels replevied in this cause, the same to be held by them irrepleviable and that a writ of *Replevo Habendo* issue therefor.

And it is further considered that the said Defendants do have and recover of the said Plaintiff their costs and charges by them about their defence in this behalf expended and have execution therefor



And on motion of said plaintiff it is ordered that he have thirty days to file his bill of exceptions herein.

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And afterwards, to wit, on the 8<sup>th</sup> day of August in the year last aforesaid said Plaintiff by his said Attorneys filed in said cause his certain bill of Exceptions in the words and figures following to wit,

Bill of Exceptions

State of Illinois }  
Cook County }  
Peter Ambros

In the Circuit Court of  
Cook County

vs

Henry H. Honore  
Benjamin F. Bradley  
Edwin G. Ferris

In Replevin

Afterwards, viz, at the April Term of said Circuit Court A. D. 1859, viz, on the seven-teenth day of \_\_\_\_\_ and at the time and place within mentioned, before the Hon. George Manierre Judge of the Circuit Court aforesaid, <sup>as well</sup> comes the said Peter Ambros by Davis & Nissen his Attorneys, as the said Honore, Bradley and Ferris by William P. Thomasson their Attorney and by mutual consent of parties it having been agreed, that both matters of law and of fact involved in this suit should be tried by the said Court, the counsel for said plaintiff gave in evidence on his behalf, to the said Court, as follows, viz,



The plaintiff first introduced as a witness Emile Ambts, who having been duly sworn, said and testified *viz.*

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I know the plaintiff. I know the Store of John Ambts. John sold out to Peter Ambts in November 1857 the liquors and goods in the store. The plaintiff was in possession of the same when the same were taken by Ferris. Ferris took possession of the same as the property of John Ambts upon a distress for rent, due defendants, Honore & Braconier. Ferris did not remove the goods but made a memorandum of them.

Whereupon said Emile was cross examined by the defendants' counsel and testified as follows, *viz.* I was, at the time of the distress, a clerk in the Store. My father, John Ambts, was also, at that time in the Store, as a clerk, at one hundred dollars per month. There were four or five hands employed in the Store, myself, my father, a porter at \$35 per month, and two clerks. Peter Ambts resides at St. Louis, he came down here when the sale was made and remained one or two weeks, he has not been here since. He is my father's cousin. My father used to buy liquors of Peter Ambts in St. Louis, all he used in his business, except whiskey. Father continued to do business as before, no change except he was Clerk. I was present when the Store was sold to plaintiff. Plaintiff took the key from me at the time of sale. The next day he gave the key



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again to me. I do not know what Peter gave for the stock to John. All the goods were bought of Peter except a few barrels of whiskey got here in the City, and which could not be got of Peter. Next morning after sale Peter asked me if I wanted to be hired and hired me at twenty dollars per month. I was not present at the sale. I received pay from the book-keeper after plaintiff left. Plaintiff paid me one month before he left. Goods remained in Store until the warrant was levied. The plaintiff then called Lawrence J. J. Kissen on his behalf, who, after having been duly sworn, testified — This is the bill of sale from John to Peter Ambts. I am the subscribing witness to it, and drew it. Which said bill of sale is in the words & figures following, to wit,

Know all men by these Presents, That we John Ambts and Frederick Weigle of the City of Chicago, County of Cook and State of Illinois, in consideration of the sum of Three thousand two hundred and thirty <sup>400</sup>/<sub>100</sub> Dollars to us in hand paid by Peter Ambts of the City of Saint Louis in the State of Missouri, the receipt whereof is hereby acknowledged and confessed, and for other good and valuable consideration, have granted, bargained, sold, aliened, transferred and assigned unto the said Peter Ambts, his Executors and, administrators, all the stock of goods, wares, merchandise, wines, liquors, brandies, cheese and segars, Store fixings, safe, desk, stove, scales, tools and utensils and all other goods and chattels at the present time being



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upon the premises known as No. 76 Wells Street, in the City of Chicago, being the premises, at the date of these presents, by us occupied as a store. Also one horse, waggon and harness, also, all the book accounts, debts and demands against any person or persons whatsoever at the present time due and owing, or hereafter to become due and owing to us, particularly enumerated upon the Schedule hereunto annexed marked "Schedule A" which is made part and parcel of these presents, to have and to hold the same unto said Peter Amb's his administrators, executors and assigns forever, and the proceeds of said debts, demands and accounts to have and receive to his and their sole use. And for the consideration aforesaid we do further give, assign & transfer to said Peter Amb's our book and books of account. And to facilitate unto the said Peter Amb's the collection of the said debts, demands and book accounts, we do hereby jointly and severally make, constitute and appoint the said Peter Amb's our and each of our attorney, irres- oably, in our name, but at the proper charge and expence of said Peter Amb's and to his own use to demand for and recover all and singular the said debts, demands and accounts and every or any part thereof, and generally in our name or in the name of the survivor of us or our and each of our Executors and administrators, to make, do and perform all and every such further and other



and Frederick Weigle have herunto set their hands  
and seals at Chicago this 18<sup>th</sup> November A. D. 1857

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Signed, sealed and  
delivered and possession  
of the above mentioned  
goods and chattels  
delivered in presence of

John Ambros (seal)  
Fred. Weigle (seal)

Edward Zimmerman  
L. J. J. Nissen

### Schedule A

referred to in the annexed bill of sale, being de-  
mands and book accounts due and owing to the  
firm of John Ambros & Co. from the persons and  
parties hereinafter enumerated & being the  
amounts set opposite the respective names

| Names                            | Amounts  |
|----------------------------------|----------|
| Charles Appel, Chicago           | \$ 44 83 |
| J. Dobler Ottawa                 | 32 20    |
| L. Barber Prairie City           | 26 00    |
| Bushmann Blue Island             | 24 00    |
| W. Shinger Naperville            | 33 50    |
| W <sup>m</sup> Mather            | 15 00    |
| Franz Joseph Roth                | 96 15    |
| Fr. Jacob Lichtenberger Freeport | 195 24   |
| J. Franz, Freeport               | 44 35    |



26

|                        |              |        |    |
|------------------------|--------------|--------|----|
| Otto Mühl              | Dubuque      | 53     | 63 |
| Mary Brothers          | Lapark       | 151    | 09 |
| Wm Ruppel              |              | 24     | 50 |
| Best & Co.             | Chicago      | 18     | 00 |
| Edward Hargersheimer   |              | 23     | 10 |
| Hume & Stark           |              | 8      | 50 |
| Kris & Braun           |              | 65     | 74 |
| Louis Dracker          |              | 60     | 62 |
| H. A. Banffy           | Grand Rapids | 11     | 45 |
| Frederick Salauke      |              | 11     | 45 |
| B. Pesh                | Chicago      | 56     | 25 |
| Christ Herimann        | Dixon        | 23     | 40 |
| cart over              |              | \$1119 | 21 |
| cart forward           |              | 1119   | 21 |
| S. Eberhard            | Ottawa       | 29     | 87 |
| R. Reym                | Bloomington  | 14     | 19 |
| Braemer, Western & Co. | Burlington   | 138    | 75 |
| G. Dittweiler          |              | 52     | 50 |
| Jacob Gilpert          | Freeport     | 63     | 47 |
| Frank Merkle           | Dunkith      | 32     | 67 |
| John Kalliker          |              | 17     | 25 |
| Rhenck & Co.           | Chicago      | 142    | 50 |
| Gas. Schmitz           | Dunkith      | 139    | 27 |
| F. Sommerhorn          | Chicago      | 7      | 00 |
| Pfeifle                | "            | 17     | 00 |
| Eagle Saloon           |              | 35     | 25 |
| John Jettig            | Lapark       | 57     | 00 |



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|                          |            |        |
|--------------------------|------------|--------|
| John Klein               |            | 12 65  |
| Westermann & Gershenberg |            | 20 00  |
| John L. Weihe            | State Line | 18 45  |
| John Mork                | Chicago    | 25 0   |
| Joseph Müller            |            | 19 75  |
| Muhlhausen               |            | 43 01  |
| Joseph Schlossmann       |            | 55 42  |
| Turner Saloon            |            | 67 16  |
| Rebberhn, Grand Rapids   |            | 58 25  |
| E. Bosheimer             | "          | 38 25  |
| Freak Rustern            | "          | 121 80 |
| John Kellinger           | "          | 22 00  |
| A. Ran                   | "          | 30 00  |
| Joseph Finkler           | "          | 16 25  |
| Gottlieb Christ          | "          | 336 75 |
| Ward & Co. -             | Chicago    | 63 72  |
| Jacob Prinz              | "          | 15 00  |
| Otto Ludwig              | "          | 164 50 |
| Riemuth & Florsdorf      | "          | 53 46  |

carried over \$2987 41

|                 |                 |         |
|-----------------|-----------------|---------|
|                 | carried forward | 2987 41 |
| Fr. W. Webltham | Laporte         | 23 50   |
| Chat Rice       | Chicago         | 34 65   |
| John Deland     | "               | 23 00   |
| Shepp & Metzger |                 | 4 12    |
| M. Weber        | Galena          | 80 00   |
| John Riedler    | Dunduth         | 21 24   |



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|                      |             |      |    |
|----------------------|-------------|------|----|
| M. Schuler           |             | 273  | 50 |
| Schuttler Mohr       | Garden      | 23   | 72 |
| Albert Melms         | Chicago     | 119  | 22 |
| Gottlieb Kuhn        | Reeds Candy | 61   | 53 |
| Mick. Mohr           | Chicago     | 75   | 10 |
| Charles Walters      | Peokuck     | 341  | 25 |
| John Brucker         | Clinton     | 124  | 89 |
| John Appel           | Chicago     | 19   | 00 |
| Lustan May           | "           | 216  | 22 |
| B. Metzger           | Burlington  | 60   | 00 |
| Joseph Braun         | Laporte     | 37   | 45 |
| H. F. Uhle           | Dunleith    | 89   | 87 |
| Mick. Ulrich         | Chicago     | 452  | 85 |
| Riesel & Rock        |             | 49   | 25 |
| Chas Klemm           |             | 6    | 50 |
| Deleharfe & Co.      | Burlington  | 86   | 05 |
| Abrommicit           | Chicago     | 52   | 00 |
| Capt. Heil           | "           | 7    | 50 |
| Franz Luke           | Fulton City | 118  | 54 |
| Fried. Rang          | Aurora      | 135  | 50 |
| Bernb. Gutschunst    |             | 25   | 00 |
| M. Hack              | Marrio      | 7    | 21 |
| Janelzer & Rosenberg | Blue Isle   | 14   | 00 |
| Schul. Hartman       | Pierreville | 99   | 22 |
| George Arnold        | Chicago     | 163  | 75 |
| Gustav Fisher        |             | 197  | 14 |
| carried over         |             | 6028 | 68 |



carried forward \$ 6028 68

29

|                         |              |     |    |
|-------------------------|--------------|-----|----|
| A. Andrews & Co.        | Rock Island  | 90  | 26 |
| C. Kuskere              | Grand Rapids | 29  | 22 |
| Chas. Sutter            | Aurora       | 49  | 12 |
| George Grass            | "            | 82  | 04 |
| Mich. Muller            | Chicago      | 29  | 35 |
| Math. Liss              | Aurora       | 35  | 43 |
| John Luebers            | Lyons        | 43  | 40 |
| George Allen            | "            | 129 | 00 |
| Winkop                  | Fulton City  | 99  | 98 |
| Julius Mohr             | Chicago      | 24  | 00 |
| Otto Meissner           | "            | 33  | 00 |
| Leopold Stacke          |              | 178 | 03 |
| Wm. Weber               | Waukegan     | 46  | 50 |
| H. Boger                | Freeport     | 333 | 82 |
| Ludwig Liegler          | Chicago      | 4   | 00 |
| Henry Hoff              | Mokena       | 72  | 85 |
| Chas. Schfer            | Keokuck      | 700 | 00 |
| Julius Dremmel          | Chicago      | 42  | 27 |
| M. Keller               | Burlington   | 267 | 87 |
| Doctor "                | Crownpoint   | 5   | 87 |
| A. Elsen                | Kenosha      | 38  | 70 |
| Chas. Mercer            | Chicago      | 13  | 85 |
| Dietrich & Burschmacker | Burlington   | 137 | 17 |
| Christ. Flarsinger      | Chicago      | 43  | 30 |
| John Melchior           | Winona       | 30  | 00 |
| Chas. Mockel            | Chicago      | 8   | 00 |
| Mich. Muller            | Lodi Station | 157 | 29 |



30

|                    |             |        |    |
|--------------------|-------------|--------|----|
| Barolus            | McHenry     | 11     | 00 |
| John Hoffman       | Galena      | 335    | 53 |
| Lauterbach         | Chicago     | 11     | 50 |
| Hubert Helger      | Galena      | 156    | 75 |
| Mick. Artyr        | Winona      | 37     | 08 |
| carried over       |             | \$9320 | 11 |
| carried forward    |             | \$9320 | 11 |
| Hermann Pfeifer    | Junction    | 21     | 66 |
| Joseph Harbach     | Laporte     | 49     | 87 |
| Peter Klein        | "           | 11     | 69 |
| George Lange       | Galena      | 14     | 60 |
| John Widmer        | "           | 16     | 00 |
| Volz & Glick       |             | 27     | 00 |
| Chas Schawache     | Chicago     | 20     | 00 |
| Dr. Emmerpuck      | Peckuk      | 50     | 44 |
| Henry Schmidt      | Freeport    | 32     | 25 |
| Wm Hacke           | "           | 116    | 00 |
| N. M. Schmitz      | Racine      | 44     | 50 |
| Klein & Roggenbach | "           | 14     | 00 |
| John Roos          | Fulton City | 144    | 30 |
| Wm Baum            | Freeport    | 62     | 00 |
| Fr. Lauring        | Blue Island | 122    | 15 |
| Caspar Himmelsbach | Laporte     | 53     | 37 |
| J. G. Gropham      | Okhwa       | 56     | 78 |
| Chas Jahn          | Racine      | 103    | 46 |
| Joseph Jahn        | Joliet      | 138    | 86 |
| E. Dedekind        | Laporte     | 30     | 37 |



31

|                 |            |         |    |
|-----------------|------------|---------|----|
| Chat Bader      | Laporte    | 16      | 00 |
| Valentin Hansen | Mich. City | 24      | 50 |
| John Bodman     | Chicago    | 36      | 80 |
| John Schneider  | "          | 97      | 13 |
| F. Kreutzer     | Monroe     | 33      | 43 |
| John Baer       | Kenosha    | 68      | 25 |
| Henry Boos      | "          | 108     | 02 |
| Bier & Spier    |            | 24      | 50 |
| Chr. Fette      | Madison    | 145     | 51 |
| Sebast Tropp    | Kenosha    | 22      | 05 |
| G. F. Jaeger    | Joliet     | 32      | 50 |
| Berlin & Lehman | Joliet     | 205     | 09 |
| carried over    |            | \$11263 | 19 |

carried forward \$11263 19

|                |             |     |    |
|----------------|-------------|-----|----|
| Joseph Steiner | Mokena      | 20  | 50 |
| Chat Hirsch    | "           | 37  | 39 |
| Wm Gall        | "           | 10  | 57 |
| John Lehunk    | Joliet      | 290 | 77 |
| Jacob Ott      | Laporte     | 40  | 09 |
| Paul Schlegel  | Laporte     | 94  | 31 |
| Wm Kroulein    | Blue Island | 22  | 75 |
| George Moke    | Chicago     | 17  | 78 |
| M. Hambrecht   | "           | 60  | 17 |
| G. Flickmann   | "           | 34  | 84 |
| Adam Müller    | Mc Henry    | 61  | 78 |
| F. Müller      | Freeport    | 64  | 00 |
| John Kirch     | "           | 88  | 33 |



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|                        |                  |          |    |
|------------------------|------------------|----------|----|
| Henry Demia            | McHenry          | 33       | 07 |
| Chas Ketter            | Fulton City      | 88       | 15 |
| Wm Ceyfarth            | Blue Island      | 16       | 80 |
| H. Brandes             | Chicago          | 20       | 00 |
| Chas Shohacker         | Freeport         | 250      | 56 |
| John Schieffer         | Prairie du chien | 126      | 36 |
| Chas Lauer             |                  | 14       | 50 |
| Theodor Schlöder       | Chicago          | 82       | 58 |
| Landesk                | Bridgeport       | 80       | 45 |
| George Held            | Freeport         | 400      | 00 |
| Math. Muller           | Brownpoint       | 141      | 76 |
| John Giessen           | Chicago          | 71       | 25 |
| Fred Kraemer           | Burlington       | 233      | 18 |
| John Mohr              | Chicago          | 538      | 36 |
| Mich. Hemrich          |                  | 57       | 74 |
| Louis Kuhn             | Monroe Station   | 109      | 10 |
| Jac. Zimmermann        |                  | 5        | 76 |
| Jaeger Luthers         | Garden           | 6        | 77 |
| Christ Langenberg      | Fulton City      | 179      | 68 |
| carried over           |                  | \$ 14562 | 54 |
| carried forward        |                  | \$ 14562 | 54 |
| John Beul              | Burlington       | 40       | 06 |
| P. Casey               | Chicago          | 5        | 09 |
| Fr. Jac. Lichtenberger | Freeport         | 64       | 30 |
| Nic. Mehes             | Dunleith         | 147      | 34 |
| Jac. Bauer             | "                | 45       | 00 |
| R. Ryers               | Bloomington      | 60       | 00 |



|                  |             |          |    |
|------------------|-------------|----------|----|
| Fred. Grusendorf |             | 258      | 55 |
| Wm. Hey          | Bloomington | 164      | 00 |
| P. Bluck         | Mc Henry    | 35       | 25 |
|                  |             | \$ 15382 | 07 |
| John Wolz        | Chicago     | 76       | 64 |
| M. Schuler       | Dunleith    | 204      | 27 |
| J. Muller        | Freeport    | 40       | 20 |
|                  |             | \$ 15703 | 18 |

John Ambbs  
Fred. Weigle

Know all men by these presents, that whereas John Ambbs and Frederick Weigle of the City of Chicago County of Cook and State of Illinois, have this day, by an instrument of writing of even date herewith, hereunto granted, bargained, sold, conveyed, transferred, aliened, assigned and set over unto me Peter Ambbs of the City of Saint Louis, State of Missouri all their stock of goods, wares and merchandise at the present time by them owned, as well as certain other of their goods and chattels in said instrument enumerated, And also all and singular their book and books of account, and all and singular the debts, demands and book accounts of theirs enumerated upon a certain "Schedule 'A'" annexed to said instrument of writing and being part thereof, upon the consideration of the sum of



Three thousand two hundred and thirty Dollars and twenty one cents as therein receipted for, and upon other good and valuable consideration.

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Now then, Know ye that I Peter Ambs, in consideration of the said sale, transfer and assignment to me, do hereby covenant and agree to and with the said John Ambs and Frederick Weigle, their and each of their Executors and administrators, that I will faithfully and truly in the best manner possible and with the greatest despatch convert the said goods and chattels into money and collect all and singular the said book accounts, demands and debts so as above to me sold, assigned and transferred, as far as the same prove collectable, and that I will apply the proceeds thereof, remaining after deducting therefrom the sum of Three thousand two hundred and thirty <sup>00</sup>/<sub>100</sub> Dollars now due and owing to me from said John Ambs and Frederick Weigle & after payment of all reasonable costs and expenses of settling up and converting the same into money and of collection, to the payment of the debts now and up to the present time due and owing from said John Ambs and Frederick Weigle as copartners under the style <sup>and firm name</sup> ~~and firm name~~ of John Ambs & Co. and the liquidation, settlement and compromises thereof. And that if any surplus shall remain after the settlement, liquidation and compromises of the said copartnership



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debts of said John Ambros & Co. that I will and my Executors and administrators shall pay the same unto the said John Ambros and Frederick Weigle, their Executors and administrators in the manner following, viz That out of such surplus the said Frederick Weigle shall first be paid the sum of Three thousand and seventy nine dollars in preference to said John Ambros and that the balance remaining after such payment to said Weigle shall be paid to said John Ambros his Executors <sup>or</sup> ~~an~~ administrators and assigns

And I do further covenant and agree with said John Ambros and Frederick Weigle that I will keep true and correct books of account of all my receipts, expenditures, payments and doings in the premises, which they or either of them shall at any time be at liberty to inspect.

In witness whereof I have hereunto set my hand and seal at Chicago this 18<sup>th</sup> November A. D. 1857

In presence of  
L. J. J. Nissen

Peter Ambros (seal)

and were given in evidence by the plaintiff's counsel. The goods were in the Store No 76 South Wells Street Chicago, John Ambros and Frederick Weigle were in my office at the time it was drawn, they then constituted the firm of John Ambros & Co. Peter Ambros and Frederick Deu Barry of New York were also there. The consideration



was a debt due from John Ambros & Co. to Peter and  
 also a debt due from John Ambros & Co. to Du Barry,  
 which Peter assumed to pay and besides that were  
 then two or three other debts which plaintiff assumed  
 to pay. After bill was drawn we went to the store  
 where possession of the goods & the key of the store and  
 safe were delivered to Peter Ambros by John Ambros & Co.  
 I was in the store frequently thereafter. A few days  
 after the sale the sign of John Ambros & Co. over the door  
 was changed and window curtains with the name  
 on it were taken away. Another sign with Wines &  
 Liquors on it was painted. The amount assumed  
 by Peter Ambros was \$2000 or \$3000. The paper of agree-  
 ment was drawn up at the same time. Peter  
 carried on the business there afterwards. He staid  
 here two or three days till one of his partners from  
 St. Louis came here and took charge of the store. He  
 staid here about a week. Then came a young man  
 from New York Mr. Ohlenschlager whom Frederick  
 Du Barry sent and he took charge of the store till  
 May and was still in charge when the goods were  
 taken by Ferris. The said plaintiff then called on  
 his behalf Edward Timmermann who having  
 been duly sworn, testified as follows, viz. I know  
 the plaintiff. I have been in the employ of John  
 Ambros & Co. Frederick Weigh was a member of  
 the firm from February 1856 to January 1858  
 John Ambros & Co. sold the whole business to Peter



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Ambs. The business place was in 76 South Wells Street Chicago. Peter Ambs took possession November 18<sup>th</sup> 1857 about 6 o'clock P.M. John Ambs gave him possession. P. Ambs took the key and engaged me as bookkeeper. Mr. Ohlenschlager was sent from New York who became chief manager. Before the sale "John Ambs & Co." was painted over the door of the store, afterwards "Wines & liquors" was painted. After the sale business was carried on in the name of Peter Ambs. John Ambs & Co. owed to Peter Ambs in St. Louis for wines and liquors at the time of sale about Two thousand Dollars.

The said plaintiff then introduced as a witness in his behalf August Rettig, who having been sworn testified and said.

I know the premises & store spoken about, the same were kept by John Ambs & Co. up to November 18<sup>th</sup> 1857. I was in the store almost every day up to that time and also after the sale from John Ambs & Co. to Peter Ambs. The business was then carried on by Peter Ambs himself. The sign of John Ambs & Co. was taken down or erased a couple of days after the sale and "Wines and liquors" painted in its place. The goods taken under the distress warrant belonged to Peter Ambs. Ohlenschlager was the manager in the concern and bookkeeper. John Ambs was acting as clerk. Peter Ambs came back after the sale many times.

The plaintiff then introduced as a witness



in his behalf, John Amb, who testified, having been sworn, as follows, viz.

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I am a member of the firm of John Amb & Co. which firm was composed of myself and Frederick Weigle. We sold out to Peter Amb as set forth in the bill of sale. The consideration of said sale was a debt of about one thousand Dollars due to Peter Amb from us and about twenty one hundred Dollars due to Du Barry, bought by Peter Amb. I gave possession to Peter Amb of the Store on the day of sale about six o'clock P.M. Peter Amb made no addition to the goods after the sale. About two weeks after the sale I had a conversation with defendants, Honore & Bradley and told them I had sold out, that he, Bradley said it made no difference I will take the other man. That witness was employed by Peter Amb as clerk at one hundred dollars per month. Peter Amb assumed to pay some other debts of ours, one to a man in Peoria, another to Jacob Amb. Peter Amb took all the property, nothing has ever come back to me from Peter Amb. Only few of the debts due us and purchased by Peter Amb have been collected, they were mostly bad.

On being cross-examined by the defendant's counsel said last named witness testified viz.

That the goods bought by plaintiff were worth about Three thousand Dollars, five hundred more



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or less. That the whole debt agreed to be paid by Peter Ambs for John Ambs & Co. amounted to about Three thousand Dollars. That the debt due by John Ambs & Co. did not amount to Ten thousand Dollars, but only to about Three thousand. That the debt for which the goods were sold to Peter Ambs were the debt due to Peter Ambs, and that to Deu Barry purchased by Peter Ambs, the debt to a man in Peoria and the debt to Jacob Ambs. That those were all the debts owed by John Ambs & Co. When Peter Ambs took possession he remained a week or 14 days in Chicago and when he went away he left a clerk in the store to manage for him. After the goods were disclaimed upon they were removed to a cellar under the Briggs' House. That Peter Ambs afterwards sold his stock to Emile Ambs and took his notes for \$500 & 600. That said Emile is now carrying on the liquor business in his own name in a cellar on Randolph Street in Chicago. I was employed by Peter Ambs as a clerk at \$100. per month. Emile was also employed so was a porter at \$30 or \$35 per month, and two other clerks.

The said plaintiff then read in evidence the deposition of Frederick De Barry which was admitted in evidence with the consent of the counsel for the said defendants, the same admitting, at the same time, that the time of sale stated in the interrogatories as having taken place 18<sup>th</sup> November 1858, meant all the way through 18<sup>th</sup> November 1857



and that the Sale testified to in said depositions by said witness De Barry as having taken place in 1857 was meant and intended as the same sale testified to by the other witnesses in this case from John Ambros to Peter Ambros, and which said deposition is in words and figures following, viz.

The deposition of Frederick De Barry, of the City of Brooklyn, County of Kings and State of New York a witness of lawful age, produced, sworn and examined upon his corporal oath on the seventeenth day of March in the year of our Lord One thousand eight hundred and fifty nine at my office <sup>No.</sup> 110 (one hundred and ten) Broadway in the City, County and State of New York, by one William Emerson junior a commissioner duly appointed by a *Recessus Potestatum* or Commission issued out of the Clerk's office of the Circuit Court of Cook County in the State of Illinois bearing Teste in the name of W<sup>m</sup> L. Church Esq. Clerk of the said Circuit Court with the seal of said Court affixed thereto, and to me directed as such commissioner for the examination of the said Frederick De Barry a witness in a certain suit and matter in controversy now pending and undetermined in the said Circuit Court wherein Peter Ambros is plaintiff and Henry H. Honore, Benjamin F. Bradley and Edwin G. Ferris are defendants, in behalf of the said plaintiff as well upon the cross interrogatories of the defendants, as on the interrogatories



of the plaintiff which were attached to and enclosed with the said commission and upon none others.

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The said witness Frederick De Bary being first duly sworn by me as a witness in the said cause previous to the commencement of his examination, to testify the truth as well on the part of the plaintiff as the defendant in relation to the matters in controversy between the said plaintiff and defendant, so far as he should be interrogated, testified and deposed as follows.

Interrogatory First — What is your name, age, occupation and place of residence?

Answer to First Interrogatory — My name is Frederick De Bary. I am forty five years of age, a merchant by occupation and I reside at No. 81 Woodhull Street in the City of Brooklyn, State of New York. My place of ~~residence~~ business is at 60 New Street New York City.

Interrogatory Second — Do you know the parties plaintiff and defendants in the caption to these interrogatories mentioned, or either and which of them, and how long have you known them respectively?

Answer to Second Interrogatory — I know the plaintiff Peter Ambs, have known him about five years. I do not know either of the defendants.

Interrogatory Third — State whether or not you have ever known a firm called John Ambs & Co. Dealer in liquors & Wines in the City of Chicago



If yes, state when and how long you have known them and where was the place of business of said John Ambros & Co. on or about the 18<sup>th</sup> November 1858?

Answer to Third Interrogatory — I have known the firm of John Ambros & Co. for about five years. They were dealers in Wines and liquors at Chicago from the time I first knew them about five years ago, until October 1857 or about that time. At that time they failed and sold out to Peter Ambros. On or about the 18<sup>th</sup> of November 1858 John Ambros & Co. had no place of business in Chicago to my knowledge or any where else. In the first part of November 1858. I tried to find their place of business in Chicago and could not find any.

Interrogatory Fourth. — State whether or not on or about the said 18<sup>th</sup> November 1858 you have been upon and about the premises then occupied by said John Ambros & Co. If yes, then state as near as possible, what stock of goods, wares & merchandise said John Ambros & Co. had then in and about the said premises, what the same consisted of, and if you have got the means of knowing it, the cash value of the same at that time.

Answer to Fourth Interrogatory. — I was not on or about the premises of said John Ambros & Co. at the time mentioned in the Fourth Interrogatory, and know nothing about any such stock. I refer to my answer to the Third Interrogatory, but about November in the year 1857 I was on their premises in Chicago and there was a stock of goods on said premises consisting of liquors, Segars, cheese and other goods, which I did not



examine and I dont know at all the value of. I dont think the whole stock worth five hundred dollars. There were some cases & bottles, casks &c. but I dont know whether they were full or empty.

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Interrogatory Fifth. State whether or not on or about said 18<sup>th</sup> November 1858 said John Amb & Co made any sale of their said stock of goods, wares and merchandise at that time on hand and in and about said premises.

If yea, then state whether or not you were present when such sale was made. State also, whether the whole or any part, and if so, what part of said goods, wares & merchandise was then sold. State also to whom the said sale was made, when and where?

Answer to Fifth Interrogatory. — I refer to my answer to the third and fourth preceding Interrogatory. But about November 18<sup>th</sup> 1857 I was present when John Amb & Company sold out their whole stock & all claims due them to Peter Amb of St. Louis. The sale was made in the Store of John Amb & Company, and the papers were signed in the office of a lawyer who, I think was Nissen.

Interrogatory Sixth. — If your answer to the last Interrogatory is that on or about the said 18<sup>th</sup> November 1858 the said goods, wares and Merchandise or part thereof were by said John Amb & Co. sold to the plainiff in this suit. Then state further, fully and at large and as particularly as it is possible for you to do, what was the consideration of said sale and



whether the same has been paid and fulfilled in whole or in part. Be as particular as possible.

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Answer to Sixth Interrogatory. — As to the date, I refer to my answers to the previous Interrogatories, but as regards the sale made in 1857 at which I was present, as above stated, the consideration of that sale was a debt from said John Amb & Company of Chicago due to said Peter Amb of St. Louis. I do not know the amount of it. I do not know whether there was any other consideration for such sale or whether any cash was paid. I know the indebtedness of said John Amb & Co. to Peter Amb was at that time more than \$2200<sup>00</sup> having previously sold to said Peter Amb my claim against John Amb & Company for \$2244. 87 bearing interest from Jan'y. 1<sup>st</sup>. 1857. Said Peter Amb had other claims against John Amb & Co. but I do not know to what amount.

Interrogatory Seventh. — State whether or not at the time of said sale said John Amb & Company were indebted to you or some other person whom you represent. If yes give amount of such indebtedness, name of creditor and when and for what said debt was contracted?

Answer to Seventh Interrogatory — As to the date I refer to my answers to the previous Interrogatories. At the time of the sale above mentioned in November 1857 said John Amb & Co. owed me nothing. I had sold my claim against them to Peter Amb. John Amb & Company's debt to me



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which I sold as I have above stated was contracted for wines and liquors sold by me to them during the years 1855 & 1856. The account of such sales was brought down to Jan'y. 1<sup>st</sup> 1857 and acknowledged by John Ambros & Company and I sold that account to Peter Ambros. I had sold to Peter Ambros previous to the sale by John Ambros & Co. to him, but I do not remember precisely when. I made the bargain with him in St. Louis before we went to Chicago. When I say that I made the sales to John Ambros & Company and that they owed me I mean that I acted as Agent for the houses of G. H. Munroe & Company in Rheims and P. A. Mumm of Frankfort on the Main. They sold through me as their Agent and I made the bill of sale in my name, but acting for them, and I had full authority from such houses to sell goods and settle claims in my own name.

Interrogatory Eight. State whether or not the payment or settlement of such indebtedness was a part of the consideration of such sale? If yes, state fully, at large and particularly all you know relating thereto.

Answer to Eight Interrogatory. — As to the date of sale I refer to my previous answers. The indebtedness of John Ambros & Co. to Peter Ambros arising out of their debt to me which I had sold to Peter Ambros was a part of the consideration for the sale I have mentioned & which took place in November 1857. There was no debt from John Ambros & Co. to me or to the persons whom I represented, the payment or settlement of



which formed part of the consideration of the sale except as I have mentioned before. As to the amount and origin of the debts sold by me to Peter Amb's, I refer to my answer to the Sixth and Seventh Interrogatories.

Interrogatory Ninth. — State whether or not said indebtedness has been paid or in any other manner settled or arranged. If <sup>yes,</sup> then state how and in what manner and by whom was the same settled, paid or arranged. Be as full and particular as possible.

Answer to the Ninth Interrogatory. — Peter Amb's has since the sale mentioned by me as taking place in November 1857 paid me, at different times in cash \$519<sup>00</sup> (five hundred and nineteen <sup>00</sup>/<sub>100</sub> dollars) The first payment of cash was about November 1857, the last payment about October 1858. The payments were in sums \$50. or \$100 each. Besides he gave me notes for collection to the amount of about \$1200 (twelve hundred dollars) none of which are yet paid. These are notes of debtors of John Amb's & Co. but payable to Peter Amb's. Nearly all of these notes have matured but have not been paid. I got nothing directly from John Amb's & Co. and from Peter Amb's only what I have stated. I never had any other settlement of this matter with any one else & never received anything except what I have stated.

Interrogatory Tenth. — State whether or not after the said sale of said goods, wares and merchandise the said business was carried on or



continued by said Peter Amb's? If yes, then state where the same and in what manner the same was carried on by said plaintiff.

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Answer to Tenth Interrogatory. — The same business that John Amb's & company carried on, was carried on by Peter Amb's at the old store of John Amb's & company in Chicago. After the sale in 1857 of which I have spoken above, Peter Amb's engaged a Clerk of the name Herman Ohlenschlager who had a power of Attorney from Peter Amb's, and this Clerk managed the business. Peter Amb's lives now and did live in 1857 at St. Louis Missouri and has a business there. Ohlenschlager staid there about six or seven months and then the store was shut up, I believe.

Interrogatory Eleventh. — State whether or not said plaintiff in the carrying on of said business employed any Clerks or Agents? If yes, then state fully and at large all you know in the premises giving the name or names of such employees or agents.

Answer to Eleventh Interrogatory. — I know nothing more about the matters inquired of in the Eleventh Interrogatory than what I have stated in answer to Tenth Interrogatory & refer to that answer.

Interrogatory Last. — (Do you know of any other matter or thing which might be of benefit or advantage to the said plaintiff? If yes, then state fully, particularly and at large all you know.

Answer to last Interrogatory. — I know of nothing



except that the sale enquired of in the preceding Interrogatories took place in November 1857 and not in November 1858 and that all I have said in relation to a sale relates to the sale made in 1857.

Cross Interrogatories and Answers thereto  
by the Witness on the part of the defendants.

First Cross Interrogatory. — If you say there was a partnership by the name of John Ambos & Co, please state who formed the company and where did the partner or partners reside, when and where was the partnership formed, for what period of time was it formed and when did it terminate? (Did the partner or partners ever reside in Chicago and had the anything to do in the management of the business, in other words was not John Ambos the only person who controlled the Establishment in Chicago, as owner?)

Answer to First Cross Interrogatory. — The members of the firm of John Ambos & Company were John Ambos and Mr. Weigle I dont remember Weigle's first name I knew of no other partner. I do not know where their partnership was formed. I knew the firm five years ago, but did not ~~know~~ become personally acquainted with the partners till September 1857. I dont know for what period of time their partnership was formed. I suppose their partnership terminated at the time of the sale to Peter Ambos which I have mentioned in



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my answer to the direct Interrogatories. Both partners John Amba and Weigle resided in Chicago when I was there in November 1857. As to the management of the business or control of the Establishment by any other partner than John Amba all I can say is that Weigle signed the bill of sale along with John Amba at the time the firm sold out to Peter Amba the plaintiff in this suit.

Second Cross Interrogatory. — If you state a sale was made by John Amba <sup>to Peter Amba</sup> the plaintiff, state where said sale was made, who was present, was Peter Amba present, if not who represented him?

Answer to Second Cross Interrogatory — I know of no sale by John Amba to Peter Amba except that made by John Amba & Co. of which I have spoken. The sale by John Amba & Co. to Peter Amba was made on the premises of John Amba & Co. and the papers signed at the office of a lawyer, who, I believe was Nissen. John Amba, Weigle, Peter Amba and myself were present at that sale, also the lawyer. The porter of the Store and a Clerk or Salesman were also on the premises but did not hear what was said or take part in the transactions to my knowledge. No one else was present that I know of.

Third Cross Interrogatory. — If you state a sale was made and the business was carried on under the new name and firm, state what change was made in and about the house? Were new account books opened, were new signs made & put up



about the business establishment? State all the particulars of the change and did John Ambbs remain about the establishment?

Answer to Third Cross Interrogatory. — I don't know anything about the matters inquired of in this Third Cross Interrogatory, because I left Chicago as soon as the business was completed. My only purpose in going to Chicago was to see the matters which I have spoken of fairly done and ended and as soon as they were through I left Chicago. But at the request of Peter Ambbs I engaged Herman Ehlerschlager, who was previously in my employ, to go to Chicago and act as clerk for Peter Ambbs.

Fourth Cross Interrogatory. What became of the property levied up<sup>on</sup> by Honore & Bradley as landlords for rent and afterwards replevied by Peter Ambbs? Where was it removed to and who had the control over it?

Answer to Fourth Interrogatory. I don't know anything about the matters inquired of in the Fourth Interrogatory.

Fifth Cross Interrogatory. — State any other fact known to you, of advantage to either party.

Answer to Fifth Cross Interrogatory. — In answer to this Cross Interrogatory I wish to explain my answer to the third direct interrogatory by saying that my knowledge of the firm of John Ambbs & Co. there spoken of was only a knowledge



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of the firm by correspondence until the fall of 1857 when I became personally acquainted with the partners as I have heretofore stated. I further state that Exhibit A signed by me and annexed to this commission and deposition is a true statement of the promissory notes given me by Peter Ambros in part settlement of my claim, they being the same notes spoken of by me in answer to the ninth direct Interrogatory.

F. De Bary

I, William Emerson junior of the City & County of New York and State of New York, a Commissioner duly appointed to take the deposition of the said Frederick De Bary, a witness whose name is subscribed to the foregoing deposition, do hereby certify that previous to the commencement of the examination of the said Frederick De Bary as a witness in the suit between the said Peter Ambros, plaintiff and the said Henry H. Honore, Benjamin F. Bradley and Edwin G. Ferris, Defendants, he was duly sworn by me as such Commissioner to testify the truth in relation to the matters in controversy between the said Peter Ambros, plaintiff and the said Henry H. Honore, Benjamin F. Bradley and Edwin G. Ferris, defendants so far as he should be interrogated concerning the same, that the said deposition was taken at my office at Number 110 (one hundred and ten)



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Broadway in the City, County and State of New York on the seventeenth (17<sup>th</sup>) day of March A. D. 1859 and that after said deposition was taken by me as aforesaid, the interrogatories and answers thereto as written down were read over to the said witness and that thereupon the same was signed and sworn to by the said deponent Frederick De Bary before me, the oath being administered by me as such Commissioner at the place and on the day and year last aforesaid.

Commis. fees \$10.00

William Emerson jr.

Witness fees " 30

Commissioner

Postage " 21

\$10.71

|          |     |               |                       |            |
|----------|-----|---------------|-----------------------|------------|
| \$62.00  | due | Sept. 21. 58. | John Bart             | Racine     |
| " 42.80  | "   | Aug. 12. "    | A. Fly & Co.          | Blumington |
| " 42.80  | "   | Sept. 12 "    | Same                  |            |
| " 42.80  | "   | Oct. 12 "     | Same                  |            |
| " 76.00  | "   | " 4 "         | Mr. Morsf. & Bro.     | Chicago    |
| " 66.00  | "   | Mar. 4 "      | Same                  |            |
| " 350.00 | "   | Oct. 17 "     | E. Riedel             | Chicago    |
| " 125.00 | "   | " 15 "        | Dr. H. Schroeder,     | Blumington |
| " 76.64  | "   | Nov. 26. 57.  | John Wetz & H. Hammer | Chicago    |
| " 82.00  | "   | March 20. 58  | J. Landeck            | Chicago    |
| " 110.00 | "   | " 30. "       | Sam. Weaver           | Freeport   |
| " 145.00 | "   | Dec. 27 "     | Christ. Tette         | Madison    |



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Exhibit A produced before me this 17<sup>th</sup> day of March 1859 by F. De Bary a witness examined by me by virtue of the annexed commission and then signed in my presence by said witness at my office No. 110 Broadway in the City of New York

W<sup>m</sup> Emerson jr. }  
Commissioner }

F. De Bary

And it was also admitted by the defendants' counsel that the goods levied upon, by Ferris, were the same goods which were replevied.

Here the Plaintiff rested his case,

The counsel for the defendants, thereupon called on his behalf Lambert, who being sworn testified as follows. viz.

I went with Ferris when he made the distress. There was a sign inside the door, and near it, painted on the wall on left hand of door near the window, it was, "Whiskey for sale" and under it, "John Amb's & Co." it could be read from the Street and was the only sign about the house. Was in large painted letters.

On being Cross examined by plaintiff's counsel Lambert stated—

The writing on wall was partly rubbed out but could be distinctly seen. John Amb's & Co, was like having been scribbled on there. "Wholesale Whiskey," was in large letters.



The plaintiff's counsel thereupon produced and recalled John Amb's & Emile Amb's for the purpose of rebutting the evidence introduced by said defendants who testified as follows, viz.

That the words on the wall had been painted by the Clerks for amusement, that the words, "Whiskey for sale," were in large letters, whilst "John Amb's & Co" could scarcely be read. It could not be read from the Street, it was 5 or 6 feet from the window, it was nothing but mere scribbling and no sign at all.

Whereupon the said defendants further introduced in evidence a lease from Henry H. Honore & Benjamin F. Bradley to John Amb's which is in words and figures following, viz.

This Indenture, made this            day of August in the year of our Lord one thousand eight hundred and fifty five. Between Henry H. Honore and Ben. F. Bradley of Chicago, Illinois, parties of the first part and John Amb's of o'd City, party of the second part  
 Witnesseth. That the said party of the first part for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, his Executors, administrators and assigns, have demised and leased to the said party of the second part, all those premises situate, lying and being in the City of Chicago Ill. known as described as follows, to wit,  
 The North Store room and cellar under it fronting



on Wells Street, between Randolph & Washington Streets in the building now being erected, by the said parties of the first part on the South eighty feet of Lot 1 (one) in Block forty one in the original Town of Chicago.

To Have and to hold the said above described premises with the appurtenances, unto the said party of the second part, his Executors, administrators and assigns, from the first (1<sup>st</sup>) day of November in the year of our Lord one thousand eight hundred and fifty five for and during and until the first (1) day of November in the year of our Lord one thousand eight hundred and sixty

And the said party of the second part in consideration of the leasing of the premises aforesaid, by the said party of the first part, to the said party of the second part, does covenant and agree with the said party of the first part their heirs, Executors, administrators and assigns, to pay the said party of the first part, as rent for the said demised premises, the sum of Fifteen hundred dollars (\$1500.00) per annum, payable in equal instalments monthly, in advance.

And it is further agreed by the said party of the second part, in consideration of the leasing of the premises aforesaid, that he the said party of the second part, shall and will pay or cause to be paid promptly, as soon as the same becomes due, all assessments for water rents that may be levied upon said demised premises during the continuance of this lease by the board of Water Commissioners of the City



of Chicago. And the said party of the second part hereby covenants and agrees in case of default in the payment of any water rent levied upon said premises during said term, to pay unto the said party of the first part as liquidated damages for such breach of his covenant, double the sum of such rent so assessed upon said premises as aforesaid.

And the said party of the second part further covenants with the said party of the first part, that at the expiration of the time in this lease mentioned, he will yield up the said demised premises to the said party of the first part, in as good condition as when the same were entered upon by the said party of the second part, loss by fire or inevitable accident and ordinary wear excepted.

It is further agreed by the said party of the second part, that neither he nor his legal representatives will underlet said premises, or any part thereof or assign this lease, without the written assent of said party of the first part, first had and obtained thereto and that he will use said premises for the Wholesale Wine & liquors business & for no other purpose without the written permission of said party of the first part.

It is expressly understood and agreed by and between the parties aforesaid, that if the rent above reserved or any part thereof shall be behind or unpaid on the day of payment, whereon the same ought to be paid, as aforesaid, or if default shall be



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made in any of the covenants herein contained to be kept by the said party of the second part, his Executors administrators and assigns, it shall and may be lawful for the said party of the first part, his heirs, Executors, Administrators, Agent, Attorney or assigns at their election to declare said term ended, and into the said demised premises, or any part thereof, either with or without process of law, to reenter, and the said party of the second part, or any other person or persons occupying, in or upon the same, to expel, remove, and put out, using such force as may be necessary in so doing, and the said premises again to repossess and enjoy as in their first and former estate, and to distrain for any rent that may be due thereon, upon any property belonging to the said party of the second part, whether the same be exempt from execution or distress by law or not, and the said party of the second part, in that case, hereby agrees to waive all legal right which he may have to hold or retain any such property under any exemption laws now in force in this State, or in any other way. Meaning and intending hereby to give the said party of the first part, their heirs, Executors, Administrators and assigns, a valid and first lien upon any and all the goods, chattels, or other property belonging to the said party of the second part, as security for the payment of said rent, in manner aforesaid, anything hereinbefore contained to the contrary notwithstanding.



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And if at any time said term shall be ended at such election of said party of the first part, their heirs, Executors, administrators or assigns, as aforesaid, or in any other way, the said party of the second part, his Executors, administrators or assigns, does hereby covenant and agree to surrender and deliver up said above described premises and property peaceably, to said party of the first part, their heirs, executors, administrators and assigns, immediately upon the determination of said term as aforesaid, and if he shall remain in possession of the same ten days after notice of such default or after the termination of this lease, in any of the ways above named, he shall be deemed guilty of a forcible detainer of said demised premises under the Statute and shall be subject to all the conditions and provisions above named and to eviction and removal, forcibly or otherwise with or without process of Law as above stated.

In testimony whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

In presence of

John Ambbs (seal)

Benj. F. Bradley (seal)

J. H. Honore (seal)

by Ben. F. Bradley atty in fact

Also, a warrant of distress of Honore & Bradley against John Ambbs together with the levy thereunder



which is in words and figures following,

State of Illinois }  
County of Cook } ss.

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The People of the State of Illinois to the Sheriff or any constable of Cook County, Greeting  
Whereas John Ambbs is indebted to us Henry H. Honor and Benjamin F. Bradley eight hundred and seventy five dollars now due for rent upon a lease dated the day of August 1855 to commence on the first day of November 1855 and to continue until the 1<sup>st</sup> day of November 1860 at fifteen hundred dollars per year payable in equal instalments monthly in advance for the North Store room and cellar under it, situate on the South eighty feet of lot one in block forty one in the original Town of Chicago, between Randolph and Washington Streets, fronting on Wells Street, in the City of Chicago Cook County and State of Illinois, the said rent being due from the 1<sup>st</sup> day of November 1857 to the 1<sup>st</sup> of May 1858 inclusive.

These are therefore to require you in the name and by the authority aforesaid to levy upon and distrain the goods, chattels and effects of said Ambbs to be found in your County, sufficient to pay said sum of \$875 and costs of suit, and that you safely keep the same until disposed of according to law, and after making <sup>due</sup> service then that you return this writ with an ~~an~~ inventory of the property levied on by you to the Clerk of this Court.



County Circuit Court at the Court House in Chicago.

Given under our hands and seals at Chicago this 3<sup>rd</sup>  
day of May 1858

Henry H. Honore (seal)

Ben. F. Bradley (seal)

upon the back of which was endorsed the following  
return.

By virtue of the within I have this day levied on  
the following described property viz. 3 1/2 Bbls. Mononga-  
hela Whiskey 14 Bbls. Brandy 6 Bbls. Port wine 5 Bbls Gin  
13 Boxes cigars 4 Bbls. Bitters 2 Bbls. Rum 1 Pipe Punch  
4 Bbls Madeira wine 1 Bbl. Rum Water 2 Bbls anise  
seeds, <sup>wine</sup> 3 Bbls Common Whiskey 1 Bbl. Scotch Whiskey  
2 Bbls Ginger Wine 1 Bbl. cherry Brandy 1 Bbl. Rum  
mel 1 Bbl. Alcohol 1 Bbl. Staughton Bitters 1 Peppier-  
mint 10 Baskets Champagne 9 Boxes Champagne  
114 Boxes Wine 3 Bbls red wine 1/2 Bbl. White Wine 1  
Iron safe 1 stove and Pipe 1 office Desk 1 Letter press  
1 Table 107 Dos. Packs Playing Cards 4 chairs 3 1/2 Boxes  
Cheese 1 Horse 1 Waggon 1 Harness, a lot of empty Bbls  
a lot of empty bottles. May Fifth 1858 - \$5,00

E. G. Ferris

Const.

Whereupon it was admitted by the plaintiffs  
attorneys that a judgment had been properly entered  
upon said case for the amount specified in the  
Distress Warrant and certified upon the records  
of the Circuit Court of Cook County. Whereupon the



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said cause was adjourned until the 21<sup>st</sup> day of May following and being again called up for hearing the Plaintiff's counsel recalled John Ambbs and offered to introduce him for further examination, to which the defendants' by their said counsel objected, which objection was overruled by the Court and said John Ambbs was recalled, to which opinion and ruling of the Court the defendants at the time excepted.

Said John Ambbs testified. That at the time of the sale the Indebtedness of John Ambbs & Co. was about \$7000 that about \$3000 of the debts of John Ambbs & Co. had been collected. That Peter Ambbs had paid to the party in Peoria before mentioned \$210<sup>00</sup> to Jacob Ambbs \$190, to Hoffman & Gelpke \$900. To some other party in Chicago \$50. To Breffler & Co about \$900. That all these parties were Creditors of John Ambbs & Co. That he had received as wages \$600<sup>00</sup>, his son Emil about \$115. Mr. Ohlenschlager the managing man about \$700. That there was paid for traveling expenses to collector about \$500. That the Salary of Ohlenschlager was \$1000 per year.

On cross examination by defendants Counsel Witness stated that John Ambbs & Co. owed altogether \$10,000. which was all the testimony introduced in said cause.

And thereupon afterwards, viz. at the July Term A. D. 1859 of said Court, the said Judge gave his judgment against the said Plaintiff & awarded



a writ of returno habeas corpus to the said defendants of the  
 aforesaid property. To which opinion, judgment and deci-  
 sion of the said Judge, the said plaintiff by his counsel  
 then and there excepted for the reason that the said judg-  
 ment and decision of the said Judge was contrary to the  
 law and evidence of the said cause offered as aforesaid.  
 And in as much as the matters aforesaid do not appear  
 upon the record of said trial and judgment. The  
 said counsel on behalf of the said plaintiff prayed  
 the said Judge that he would set his hand and seal  
 to this bill of exception touching the several matters  
 proved and given in evidence as aforesaid accord-  
 ing to the Statute in such case made and provided  
 and therefor the said Judge as aforesaid at the request  
 of the said plaintiff did sign and seal this bill of  
 Exceptions pursuant to the Statute in such case made  
 and provided

Davis & Kisser  
 Counsel for Plaintiff

George Manierre (seal)  
 Judge 7<sup>th</sup> Judicial Circuit  
 Illinois



I, WILLIAM L. CHURCH, Clerk of the Circuit Court of Cook County, in the State aforesaid, do hereby certify the above and foregoing, to be a true, perfect and complete copy of the original process, pleading, bill of Exceptions & proceedings of record in a certain cause statute, pending in said Court on the Common Law side thereof, wherein Peter Ambs was Plaintiff and Henry H. Moore, Benjamin D. Bradley & Edwin S. Denis were Defendants.

In Witness Whereof, I have hereunto set my hand, and affixed the Seal of said Court at Chicago, this thirty-first day of February A. D. 1866.

Wm L Church Clerk.

See for Record 18<sup>30</sup>



Errors. Assigned.

1. That the Court erred in rendering judgment against the plaintiff and that said judgment is against the law and evidence in the case.
2. That the Court erred in awarding execution of return of the property.

Saving Reason for Appellant.

And the Defts for joined say there is no error in the judgment & proceedings of the Court in this cause. W<sup>m</sup> P. S. Thomasson  
for Defts

126-4120  
Peter Ambles

or

Henry H. Honore  
Clerk.

Transcript &  
Atty. of Errors.

Filed April 2, 1860

L. Leland  
Clerk