

SUPREME COURT.

APRIL TERM, 1863.

COOK }
ADS. }
BAY *et al.* }

REPLY TO PLAINTIFF'S ARGUMENT.

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See remarks of J. Bronson, in 18 Wen., p. 380.

2d. The presumption of advancement does not prevail when fraud appears in the transaction.

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I do not think that these cases sustain the proposition under which they are cited, that, a voluntary conveyance is not fraudulent, *per se*, as to existing creditors, unless made by one in unembarrassed or insolvent circumstances.

As to the allegations in this bill, they are sufficient, for they charge the facts that, being indebted on this bond, he fraudulently, with intent to hinder and delay Cook, caused this land, which he had paid for with his own money, to be conveyed to his son. Now the evidence to sustain or rebut this fraud is quite another matter. That need not be set out in the bill.

Blondheim v. Moore, 11 Md., 365. Is merely whether an injunction shall be allowed upon the bill charging facts upon information only.

Boine v. Edwards, 10 Paige, 504. What the charges in the bill were does not clearly appear, but I infer it was only that the daughters held it in trust, but how was not charged. In that State there is no such thing as resulting trusts. The charge that it was held in trust could not be proved by showing debt contracted, etc., "as that would not raise a trust in his favor." But that is not the charge in the case at bar.

Small v. Bondinot, 1 Stockton, 391. "A general charge of fraud is not sufficient. The party alleging it must state the facts which constitute the fraud."

Well, we have stated the facts, the character, consideration and motives for the conveyance, and the indebtedness of the party, and entire want of means of the grantee.

Kinder v. Macy, 7 Cal. 207. The same remark applies to this case.

Moore v. Green, 19 How. 72. This case is not very fully reported, and the same remark may be made.

Cockrell v. Gurly, 26 Alabama, 405. Turns entirely upon the manner of setting out title to property derived under judicial proceedings in another State.

Bryan v. Spruill, 4 Jones, Eq. 27. Here the bill merely charged the deed was made "with a view to defraud" the plaintiffs; but in the case at bar much more than that is charged.

Upon the question as to whether the complainant had exhausted his legal remedies, the cases and reasons already assigned by me cover the ground.

The bill shows a judgment recovered in May, 1857, and an execution issued within the year, and so it became a lien on the equitable estate of Bay in this land. The return of the execution, by order of the court, could not prejudice the complainant particularly, as that order was reversed by this Court. He then had a right to file a bill to remove this fraudulent incumbrance. But the counsel cites a number of authorities.

Wiggins v. Armstrong, 2 J. Chy. R. 144, which is, merely, that a creditor before judgment cannot file a bill.

Beck v. Burdett, 1 Paige, 305, the same rule is laid down that has been recognized by this Court.

But in this case, supposing an execution to be unnecessary, the defendant was dead, and we could not issue one.

When we had obtained judgment, and by issuing execution it had become a lien, we had a right to follow that lien up; and whether there was property to pay it or not, other than this was entirely immaterial. It is not for the debtor, or those claiming under him as volunteers, to dictate the property we shall take. If there is other property, let them convert it into money and pay the debt, so that the allegation in reference to the insolvency

of the estate, was not necessary to be made, or if made, not necessary to be proved.

In Alabama, executions may go against the administrator, and be levied on the property of the deceased, so expressly held in 31 Alabama, 172, and that case showed in the bill itself that there were slaves on which the party might have levied such an execution.

The counsel cites no authority to support the position that we must exhaust every other legal or equitable mode of obtaining payment of our debt, before we can attack a fraudulent conveyance to a child.

We now come to the charge of *Laches*. This is raised here for the first time in the case. Special demurrers are filed below, but that is not assigned as a reason in any of them, nor is it stated in the answer, nor does it appear by the proof how any of these defendants have been or can be injured by what delay there may have been in fact; but there really has been no laches.

May 30, 1857. Judgment recovered.

June 12, 1857. Execution issued.

July 23, 1857. Delivered to sheriff.

Nov. 20, 1857. Execution returned by order of court, and Nov. 9, 1857, Judgment set aside.

The case was then pending in that court until Feb. 17, 1859, when judgment was rendered upon the pleadings left in the case.

The case came to this Court at April term, 1859; was decided in September, 1859, but no opinion filed until April or May, 1860. The case is reported among the cases decided in 1860. Until the opinion of the Court was filed, we did not know what the order of the Court was, as the memorandum in the case was merely "reversed and remanded," entered September, 1859. [Note here, in January, 1860, before we could get out execution, the personal property is slipped into the hands of his brother.] When we could get out execution, the defendant was dead. On further examination, the Court will see that we filed our claim in the Probate Court, in February, 1861, and the letters testamentary were not issued until March, 1861. In fact, we had been at work nearly six months in the Probate Court, to force these parties to take out these letters.

And now, in the face of all these, the counsel charges us

with laches, and cites twenty cases or more for law upon the subject. I shall not wade through them, for we could not file a bill until an executor had qualified. We did that March, 1861, and we proved our claim in April, 1861, and filed this bill May, 1861. If that is not prompt enough to suit him, the delay since then must be very excruciating.

At the time of the conveyance to Edgar T. Bay, Cook was a creditor to Henry B. Bay, and so the case has been held by this Court, and the best adjudged cases in this country. There is no evidence as to the particular time when the defaults happened upon which this recovery was had, and in the nature of things it is impossible to prove them, unless it should be held that there was no default until Wood refused to pay over when called on. The appointment of Wood necessarily expired in Nov., 1850, with Cook's expiration of office, and the County taxes should have been paid over, by law, in June, 1850. S., 44; p. 443, R. S., and by the laws of Special Ses., 1849, p. 47, S., 9, the Sheriff had until the first Monday of July to make his final settlement with the State. It is fair, then, to presume that, whatever defaults had occurred, occurred before the 20th August, 1850, the date of this conveyance.

But let us see what the cases to which the counsel refers really hold.

King v. Thompson, 9 Pet., 220. The property conveyed was worth \$2,500, the grantor worth \$60,000, his debts about \$14,000, and endorsements \$20,000, and his credit high in the community. By the depreciation of property he became insolvent, and there was an expenditure of \$4,000, by the donee, on the property. Held that it was not an unreasonable settlement to make, and further, the bill in that case was filed by the donees to obtain the benefit of the gift.

King v. Thompson, 9 Pet., 229. Was an issue out of Chancery to try the question of fraud before a jury, and the jury proved the transaction fraudulent, and the Court says: "A contingent debt, likely to become absolute, and which afterwards does become absolute, is, both on principle and precedent, enough to furnish a motive to make a fraudulent conveyance, to hinder or avoid its eventual payment. And this may be presumed to have been done here, provided circumstances exist indicative of fraud." "But all the attendant facts here are scrutinized, and the inference of fraud seems to have been fairly deduced from the whole." The evidence in the case is not shown, but the charges in the bill are substantially the same as in the case at bar.

5 Har. & Johns., 68. Merely holds that when a surety pays a debt for his principal he may stand in the place of the cred-

itor to set aside, on a bill filed by himself, a conveyance by the principal, designed to hinder and delay the collection of the debt by the original creditor.

Hancock v. Entwistle, 3 D. & E., 435. Merely holds that, until a surety pays the debt of his principal, he cannot prove it under a commission of bankruptcy.

Frost v. Carter, 1 Johns. Cases, 73. Is to the same effect.

Lansing v. Pendergast, 9 J. R., 127. Is to the same effect.

Van Wyck v. Seward, 6 Paige, 66. After commenting upon the circumstances, the Court says, p. 67: "It is sufficient for them" (the grantees) "to show that the disposition which W. Seward made of his property, among his children, in April, 1818, was a fair and reasonable family settlement, with reference to his and their situation, and that he retained still in his hands the complainant's two bonds, which were enough to pay all his debts, in ANY POSSIBLE contingency."

Again, "Where a parent makes a voluntary gift or conveyance of his property, without any valuable consideration, and for the purpose of defrauding creditors, equity may well follow it into the hands of the donee for the benefit of creditors, although such donee was not privy to such intended fraud.

What I ask is, that the grantee here shall show that this was a fair and reasonable family settlement, with reference to his and their situation, leaving enough to pay all his debts, in any contingency. If he had any other property it was easy for them to show it, and impossible, almost, for us to show he had no other. The partner in business with Bay testifies that he sold his entire interest in the business for this real estate. How absurd to talk about a father settling upon his child, as a fair settlement, all his active capital in business. The very statement of it condemns it, as such.

The case of *Chouteau v. Jones* settles the rule which governs in this case. The surety relies upon the property of the principal as a fund, out of which eventually the debt shall be paid, and, in favor of mere volunteers, the surety shall not be disappointed; so as between the obligee and the makers of the bond, he takes the sureties upon their promise to pay if the principal does not. The very object he has, in taking them, is that; and if they did not give him that assurance he would not have trusted the principal. Upon the face of the transaction he distrusts the principal, and says, I will not trust him without your guaranty, and your ability to pay is all that makes your guaranty worth anything. If you are not able to pay I will

not trust you or him. Now shall the very thing which the obligee relies upon be swept away in favor of a mere volunteer?

It is a singular idea to advance, that a different rule may prevail as between sureties, from that between the obligee and the sureties, when the liability of any of the sureties depends upon the non-payment, by the principal, of the debt. And when, as in 5 H. & J., 68, it is held that the surety may be subrogated to the obligee, and follow up his rights to set aside conveyances fraudulent as to him.

The very object in taking bonds with sureties is, that the obligee may trust the principal. He refuses to do it without. He trusts him upon the faith of this assurance, and then the counsel insists that we ought not to have relied upon it, but kept watch and ward the same as though we had no surety. The principal is in the hand of his bail, and they must see that he complies with the conditions of his bond, or they are liable as for their own neglect. Any other rule, either in law or equity, would render entirely nugatory such bonds.

The facts in this case show, that in August, 1850, H. B. Bay went out of the business he was then engaged in, converting all the property he had in that business into the lands in controversy, and taking the title in his son's name, then a mere infant; that this deed was not recorded until March 20, 1851. That he afterwards put buildings on these premises, the value of which does not appear. At the date of this deed, it is a fair inference, that Wood's default had occurred, and the liability of the sureties fixed. The bond is a joint and several one upon its face.

Now I say, that it is a fair presumption that this conveyance was made to defraud Cook.

The debt was then *fundamentally*, as Roberts, on Fraud, expresses it, in existence.

It is not necessary for us to show other creditors; our own debt is large enough, any way.

It is shown that when he died he owed, with an insolvent man, Parsons, about \$1,400, and, to avoid its payment, just before he died conveyed all the property he then had, for \$50. Ruling passion strong in death.

If he had abundant means left, that was for the defense to show, in order to show the fair and reasonable character of the settlement.

There is no proof of the wealth or responsibility of the co-

sureties; and from the number of them on the bond, the inference is the other way. In any event, each and all of them are liable, and if they are responsible, there can be no difficulty in the defense collecting their share from them. We took a joint and several bond to avoid any question of the kind.

So far as his liability for taxes collected by his principal, this case proceeded below, and must proceed here, upon the ground that he is so liable, as a judgment has been rendered. Should that judgment be reversed, then other proceedings must be instituted to set aside these proceedings; but this Court is merely an appellate Court, and hears this case as it was heard below.

It is simply absurd to say that a man can take all his active capital in business, and settle it upon his son as a fair settlement.

The deed was not recorded until March, 1851, after Cook and Wood were both out of office. Now see the plain finger mark of fraud. In August, 1860, Bay was in good circumstances; he had about \$3,500 in his business; he sells that out for land, puts the deed in his pocket, keeps it there until March, 1861. The indebtedness had occurred before that time—say it occurred after the deed was made—yet Cook had a right to presume, until that deed was recorded, or actual notice of it brought home to him, that Bay had taken the title in his own name. It is as to him the same as though the title was in H. B. Bay, until such notice or recording of the deed. Now, why was this deed withheld from the record for seven months?

This investment of all a man has, to give his son an education and start him in the world, is very praiseworthy as an act of pure generosity; but the law requires that a man shall be just before he is generous.

The proof shows Bay's estate insolvent; all the property inventoried amounts to \$115, by his appraisalment. The debts due by Parsons & Bay are shown to be \$1,400, and one debt \$6,500.

I have shown that from November, 1851, to April, 1860, after the death of Bay, we could not collect this debt of any one.

Edgar T. Bay was then an infant of tender years. If this conveyance was a fraud, and he knew it and participated in it, and accepted the deed knowingly, he would be liable to indictment. He is not yet of age to accept this deed. He may, when he comes of age, repudiate it. The Court presumes he accepts it, because it is for his benefit. Now, to require us to show

that a child just able to run alone knew enough to, and did actually participate in, his father's fraud, is on a par with other assumptions in this case. There is neither law nor sense in it.

THE PERSONAL PROPERTY.

As I have already shown, this could not be reached by execution, and was not mentioned, and so far as the personal representation was concerned, could not be made liable to the payment of debts, and, in this particular instance, was claimed by the executor in his own right.

Now, the proof shows that Parsons & Bay owed about \$1,400 debts, and that Parsons was insolvent. Bay then sells to his brother this property worth \$1,000 for \$50, and to give a color to the transaction, his lawyer, Mr. Marsh, tells him, what he must have known was not law, that the debts of Parsons & Bay were incumbrances on this property. The Court will see that the witness talks about *incumbrances*, but he means the ordinary debts; and in one place in the testimony a full stop is put by the copyist where the sentence is continuous, and the sense requires it should be so. If these debts were incumbrances in fact, and the party so understood them, they amounted to \$300 more than the property was worth, and the party gives \$50 more. So that it shows what I claim, that this talk about these debts being incumbrances was a mere sham, to give some sort of color to the transaction, all parties knowing that they were not, and John S. Bay not being liable for their payment, nor expecting to pay them.

If his counsel did in fact advise that these were liens, the party must have expected to pay them; and yet he pays \$50 for what he must know was worthless to him.

Advice of counsel don't make law, and unless it is reasonable, cannot avoid the imputation of fraud. The effect would be to give this man for \$50, property that will sell to-day for \$1,500; for he is under no kind of obligation to pay one dollar of those debts. The counsel may say there is no evidence that this property will sell for \$1,500. I will agree to take the property and apply that amount on the claim.

W. T. BURGESS,

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But that is not the case at bar. There is no proof here that, beyond this gift to his son, he retained \$5,000 worth of property, or even any property.

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Verplanck v. Story, 12 Johns., 536. Is not a case of creditors at all. It was a contest between a subsequent purchaser and the voluntary grantees.

I do not think that these cases sustain the proposition under which they are cited, that, a voluntary conveyance is not fraudulent, *per se*, as to existing creditors, unless made by one in unembarrassed or insolvent circumstances.

As to the allegations in this bill, they are sufficient, for they charge the facts that, being indebted on this bond, he fraudulently, with intent to hinder and delay Cook, caused this land, which he had paid for with his own money, to be conveyed to his son. Now the evidence to sustain or rebut this fraud is quite another matter. That need not be set out in the bill.

Blondheim v. Moore, 11 Md., 365. Is merely whether an injunction shall be allowed upon the bill charging facts upon information only.

Boine v. Edwards, 10 Paige, 504. What the charges in the bill were does not clearly appear, but I infer it was only that the daughters held it in trust, but how was not charged. In that State there is no such thing as resulting trusts. The charge that it was held in trust could not be proved by showing debt contracted, etc., "as that would not raise a trust in his favor." But that is not the charge in the case at bar.

Small v. Bondinot, 1 Stockton, 391. "A general charge of fraud is not sufficient. The party alleging it must state the facts which constitute the fraud."

Well, we have stated the facts, the character, consideration and motives for the conveyance, and the indebtedness of the party, and entire want of means of the grantee.

Kinder v. Macy, 7 Cal. 207. The same remark applies to this case.

Moore v. Green, 19 How. 72. This case is not very fully reported, and the same remark may be made.

Cockrell v. Gurly, 26 Alabama, 405. Turns entirely upon the manner of setting out title to property derived under judicial proceedings in another State.

Bryan v. Spruill, 4 Jones, Eq. 27. Here the bill merely charged the deed was made "with a view to defraud" the plaintiffs; but in the case at bar much more than that is charged.

Upon the question as to whether the complainant had exhausted his legal remedies, the cases and reasons already assigned by me cover the ground.

The bill shows a judgment recovered in May, 1857, and an execution issued within the year, and so it became a lien on the equitable estate of Bay in this land. The return of the execution, by order of the court, could not prejudice the complainant particularly, as that order was reversed by this Court. He then had a right to file a bill to remove this fraudulent incumbrance. But the counsel cites a number of authorities.

Wiggins v. Armstrong, 2 J. Chy. R. 144, which is, merely, that a creditor before judgment cannot file a bill.

Beck v. Burdett, 1 Paige, 305, the same rule is laid down that has been recognized by this Court.

But in this case, supposing an execution to be necessary, the defendant was dead, and we could not issue one.

When we had obtained judgment, and by issuing execution it had become a lien, we had a right to follow that lien up; and whether there was property to pay it or not, other than this, was entirely immaterial. It is not for the debtor, or those claiming under him as volunteers, to dictate the property we shall take. If there is other property, let them convert it into money and pay the debt, so that the allegation in reference to the insolvency

of the estate, was not necessary to be made, or if made, not necessary to be proved.

In Alabama, executions may go against the administrator, and be levied on the property of the deceased, so expressly held in 31 Alabama, 172, and that case showed in the bill itself that there were slaves on which the party might have levied such an execution.

The counsel cites no authority to support the position that we must exhaust every other legal or equitable mode of obtaining payment of our debt, before we can attack a fraudulent conveyance to a child.

We now come to the charge of *Laches*. This is raised here for the first time in the case. Special demurrers are filed below, but that is not assigned as a reason in any of them, nor is it stated in the answer, nor does it appear by the proof how any of these defendants have been or can be injured by what delay there may have been in fact; but there really has been no laches.

May 30, 1857. Judgment recovered.

June 12, 1857. Execution issued.

July 23, 1857. Delivered to sheriff.

Nov. 20, 1857. Execution returned by order of court, and Nov. 9, 1857, Judgment set aside.

The case was then pending in that court until Feb. 17, 1859, when judgment was rendered upon the pleadings left in the case.

The case came to this Court at April term, 1859; was decided in September, 1859, but no opinion filed until April or May, 1860. The case is reported among the cases decided in 1860. Until the opinion of the Court was filed, we did not know what the order of the Court was, as the memorandum in the case was merely "reversed and remanded," entered September, 1859. [Note here, in January, 1860, before we could get out execution, the personal property is slipped into the hands of his brother.] When we could get out execution, the defendant was dead. On further examination, the Court will see that we filed our claim in the Probate Court, in February, 1861, and the letters testamentary were not issued until March, 1861. In fact, we had been at work nearly six months in the Probate Court, to force these parties to take out these letters.

And now, in the face of all these, the counsel charges us

with laches, and cites twenty cases or more for law upon the subject. I shall not wade through them, for we could not file a bill until an executor had qualified. We did that March, 1861, and we proved our claim in April, 1861, and filed this bill May, 1861. If that is not prompt enough to suit him, the delay since then must be very excruciating.

At the time of the conveyance to Edgar T. Bay, Cook was a creditor to Henry B. Bay, and so the case has been held by this Court, and the best adjudged cases in this country. There is no evidence as to the particular time when the defaults happened upon which this recovery was had, and in the nature of things it is impossible to prove them, unless it should be held that there was no default until Wood refused to pay over when called on. The appointment of Wood necessarily expired in Nov., 1850, with Cook's expiration of office, and the County taxes should have been paid over, by law, in June, 1850. S., 44; p. 443, R. S., and by the laws of Special Ses., 1849, p. 47, S., 9, the Sheriff had until the first Monday of July to make his final settlement with the State. It is fair, then, to presume that, whatever defaults had occurred, occurred before the 20th August, 1850, the date of this conveyance.

But let us see what the cases to which the counsel refers really hold.

King v. Thompson, 9 Pet., 220. ²⁰⁴ The property conveyed was worth \$2,500, the grantor worth \$60,000, his debts about \$14,000, and endorsements \$20,000, and his credit high in the community. By the depreciation of property he became insolvent, and there was an expenditure of \$4,000, by the donee, on the property. Held that it was not an unreasonable settlement to make, and further, the bill in that case was filed by the donees to obtain the benefit of the gift.

King v. Thompson, 9 Pet., 229. Was an issue out of Chancery to try the question of fraud before a jury, and the jury proved the transaction fraudulent, and the Court says: "A contingent debt, likely to become absolute, and which afterwards does become absolute, is, both on principle and precedent, enough to furnish a motive to make a fraudulent conveyance, to hinder or avoid its eventual payment. And this may be presumed to have been done here, provided circumstances exist indicative of fraud." "But all the attendant facts here are scrutinized, and the inference of fraud seems to have been fairly deduced from the whole." The evidence in the case is not shown, but the charges in the bill are substantially the same as in the case at bar.

5 Har. & Johns., 68. Merely holds that when a surety pays a debt for his principal he may stand in the place of the cred-

itor to set aside, on a bill filed by himself, a conveyance by the principal, designed to hinder and delay the collection of the debt by the original creditor.

Hancock v. Entwistle, 3 D. & E., 435. Merely holds that, until a surety pays the debt of his principal, he cannot prove it under a commission of bankruptcy.

Frost v. Carter, 1 Johns. Cases, 73. Is to the same effect.

Lansing v. Pendergast, 9 J. R., 127. Is to the same effect.

Van Wyck v. Seward, 6 Paige, 66. After commenting upon the circumstances, the Court says, p. 67: "It is *sufficient for them*" (the grantees) "to show that the disposition which W. Seward made of his property, among his children, in April, 1818, was a *fair and reasonable* family settlement, with reference to his and their situation, and that he retained still in his hands the complainant's two bonds, which were enough to pay all his debts, in *ANY POSSIBLE contingency*."

Again, "Where a parent makes a voluntary gift or conveyance of his property, without any valuable consideration, and for the purpose of defrauding creditors, equity may well follow it into the hands of the donee for the benefit of creditors, *although such donee was not privy to such intended fraud*."

What I ask is, that the grantee here shall show that this was a fair and reasonable family settlement, with reference to his and their situation, leaving enough to pay all his debts, in any contingency. If he had any other property it was easy for them to show it, and impossible, almost, for us to show he had no other. The partner in business with Bay testifies that he sold his entire interest in the business for this real estate. How absurd to talk about a father settling upon his child, as a *fair* settlement, all his active capital in business. The very statement of it condemns it, as such.

The case of *Chouteau v. Jones* settles the rule which governs in this case. The surety relies upon the property of the principal as a fund, out of which eventually the debt shall be paid, and, in favor of mere volunteers, the surety shall not be disappointed; so as between the obligee and the makers of the bond, he takes the sureties upon their promise to pay if the principal does not. The very object he has, in taking them, is that; and if they did not give him that assurance he would not have trusted the principal. Upon the face of the transaction he distrusts the principal, and says, I will not trust him without your guaranty, and your ability to pay is all that makes your guaranty worth anything. If you are not able to pay I will

not trust you or him. Now shall the very thing which the obligee relies upon be swept away in favor of a mere volunteer?

It is a singular idea to advance, that a different rule may prevail as between sureties, from that between the obligee and the sureties, when the liability of any of the sureties depends upon the non-payment, by the principal, of the debt. And when, as in 5 H. & J., 68, it is held that the surety may be subrogated to the obligee, and follow up his rights to set aside conveyances fraudulent as to him.

The very object in taking bonds with sureties is, that the obligee may trust the principal. He refuses to do it without. He trusts him upon the faith of this assurance, and then the counsel insists that we ought not to have relied upon it, but kept watch and ward the same as though we had no surety. The principal is in the hand of his bail, and they must see that he complies with the conditions of his bond, or they are liable as for their own neglect. Any other rule, either in law or equity, would render entirely nugatory such bonds.

The facts in this case show, that in August, 1850, H. B. Bay went out of the business he was then engaged in, converting all the property he had in that business into the lands in controversy, and taking the title in his son's name, then a mere infant; that this deed was not recorded until March 20, 1851. That he afterwards put buildings on these premises, the value of which does not appear. At the date of this deed, it is a fair inference, that Wood's default had occurred, and the liability of the sureties fixed. The bond is a joint and several one upon its face.

Now I say, that it is a fair presumption that this conveyance was made to defraud Cook.

The debt was then *fundamentally*, as Roberts, on Fraud, expresses it, in existence.

It is not necessary for us to show other creditors; our own debt is large enough, any way.

It is shown that when he died he owed, with an insolvent man, Parsons, about \$1,400, and, to avoid its payment, just before he died conveyed all the property he then had, for \$50. Ruling passion strong in death.

If he had abundant means left, that was for the defense to show, in order to show the fair and reasonable character of the settlement.

There is no proof of the wealth or responsibility of the co-

sureties; and from the number of them on the bond, the inference is the other way. In any event, each and all of them are liable, and if they are responsible, there can be no difficulty in the defense collecting their share from them. We took a joint and several bond to avoid any question of the kind.

So far as his liability for taxes collected by his principal, this case proceeded below, and must proceed here, upon the ground that he is so liable, as a judgment has been rendered. Should that judgment be reversed, then other proceedings must be instituted to set aside these proceedings; but this Court is merely an appellate Court, and hears this case as it was heard below.

It is simply absurd to say that a man can take all his active capital in business, and settle it upon his son as a fair settlement.

The deed was not recorded until March, 1851, after Cook and Wood were both out of office. Now see the plain finger mark of fraud. In August, 1850, Bay was in good circumstances; he had about \$3,500 in his business; he sells that out for land, puts the deed in his pocket, keeps it there until March, 1851. The indebtedness had occurred before that time—say it occurred after the deed was made—yet Cook had a right to presume, until that deed was recorded, or actual notice of it brought home to him, that Bay had taken the title in his own name. It is as to him the same as though the title was in H. B. Bay, until such notice or recording of the deed. Now, why was this deed withheld from the record for seven months? 5

This investment of all a man has, to give his son an education and start him in the world, is very praiseworthy as an act of pure generosity; but the law requires that a man shall be just before he is generous.

The proof shows Bay's estate insolvent; all the property inventoried amounts to \$115, by his appraisalment. The debts due by Parsons & Bay are shown to be \$1,400, and one debt \$6,500.

I have shown that from November, 1851, to April, 1860, after the death of Bay, we could not collect this debt of any one.

Edgar T. Bay was then an infant of tender years. If this conveyance was a fraud, and he knew it and participated in it, and accepted the deed knowingly, he would be liable to indictment. He is not yet of age to accept this deed. He may, when he comes of age, repudiate it. The Court presumes he accepts it, because it is for his benefit. Now, to require us to show

that a child just able to run alone knew enough to, and did actually participate in, his father's fraud, is on a par with other assumptions in this case. There is neither law nor sense in it.

THE PERSONAL PROPERTY.

As I have already shown, this could not be reached by execution, and was not mentioned, and so far as the personal representation was concerned, could not be made liable to the payment of debts, and, in this particular instance, was claimed by the executor in his own right.

Now, the proof shows that Parsons & Bay owed about \$1,400 debts, and that Parsons was insolvent. Bay then sells to his brother this property worth \$1,000 for \$50, and to give a color to the transaction, his lawyer, Mr. Marsh, tells him, what he must have known was not law, that the debts of Parsons & Bay were incumbrances on this property. The Court will see that the witness talks about *incumbrances*, but he means the ordinary debts; and in one place in the testimony a full stop is put by the copyist where the sentence is continuous, and the sense requires it should be so. If these debts were incumbrances in fact, and the party so understood them, they amounted to \$300 more than the property was worth, and the party gives \$50 more. So that it shows what I claim, that this talk about these debts being incumbrances was a mere sham, to give some sort of color to the transaction, all parties knowing that they were not, and John S. Bay not being liable for their payment, nor expecting to pay them.

If his counsel did in fact advise that these were liens, the party must have expected to pay them; and yet he pays \$50 for what he must know was worthless to him.

Advice of counsel don't make law, and unless it is reasonable, cannot avoid the imputation of fraud. The effect would be to give this man for \$50, property that will sell to-day for \$1,500; for he is under no kind of obligation to pay one dollar of those debts. The counsel may say there is no evidence that this property will sell for \$1,500. I will agree to take the property and apply that amount on the claim.

W. T. BURGESS,

For Defendant.

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Softening

April 15. 1863
Iceland
C.M.

STATE OF ILLINOIS, COUNTY OF COOK, SS.

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

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

Saml. H. Higgins & Grant Godrich Judges. }

Joseph Knox Prosecuting Attorney.

Anthony Messing Sheriff of Cook County.

Attest, Thomas Baxter Clerk.

Be it remembered, that heretofore to wit: on the Eighteenth day of May in the year of our Lord One thousand Eight Hundred and sixty one, there was filed in office of the Clerk of said Court a certain Bill in Mancery in the words and figures following to wit.

2

In the Superior Court of Chicago
in Chancery

To the Judges of said Court

State of Illinois
County of Cook

Your Orator Isaac Cook humbly complaining shows unto your honors that on the twelfth day of March in the year of our Lord one Thousand Eight hundred and fifty. he then being Sheriff of said County of Cook & having appointed Daniel J Wood his deputy in his said office. the said Wood and John Mc Fall. L. G. Butter Martin Dodge. Peter H Bigelow. H B Bay. and J. C. Hamilton made executed and delivered to your orator their certain bond or writing obligatory sealed with their seals. dated the day & year aforesaid and did thereby acknowledge themselves to be held and firmly bound unto your orator Sheriff of Cook County in the penal sum of Ten Thousand Dollars to be paid to your orator for which payment well and truly to be made. They did bind themselves and each of their heirs & executors &

administrators jointly and severally,
firmly by those presents which said bond
is subject to a condition thereunder written
whereby after reciting that whereas the said
Daniel Wood had been appointed by
your orator to the office of Deputy Sheriff
in & for said County of Cook - Therefore the
condition of said obligation was such that
if the said Daniel Wood as such deputy
Sheriff as aforesaid should faithfully
discharge all the duties required of him
as such deputy Sheriff and should save
your orator & his legal representatives from
all costs and damage and amount of or by
reason of any or all acts of said deputy
as such Deputy or by color of his said
office then that obligation to be void
otherwise to remain in full force and
^{virtue}
~~virtue~~ as by said bond will more fully
and at large appear when produced.

And your orator further shows unto
your honors that afterwards and on
the 21st day of November A.D. 1857. your
orator sued out of the Circuit Court of
Cook County a writ of summons in an
action of debt against the said Wood
McFall. Butler. Dodge. Bigelow Bay and
Hamilton - returnable to said Court on
the 1st Monday of December then next,
which was duly served by reading by the

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which was duly served by reading by the
Sheriff of said County upon said Ward
McFall, Butler, Dodge, Bigelow & Bay,
and so returned by him, that afterwards
and on the same day your orator filed a
declaration in said cause against the
Defendants named in said summons
& the same so executing said bond as
aforesaid - counting therein upon the
said bond herein above recited & assigning
various breaches of the same as by
reference to the said declaration now on
file in said Court will more fully appear.

And your orator further shows that
afterwards such proceedings were had in
said Court, that on the thirtieth day of
May in the year of our Lord one thousand
eight hundred and fifty seven your orator
by the judgment & consideration of
said Circuit Court at a term thereof,
then being held in & for said County
reversed against the said Ward, Bay,
Butler, Dodge & Bigelow impleaded with
said Hamilton, survivors of said McFall
his debt of ten thousand dollars being
the penalty of said bond, and costs of
suit with an order that an execution
issue therefor to be returned satisfied on
the payment of fifty three hundred and
eighty two dollars and seventeen cents
damages assessed by the Court for the

damages sustained by your orator by occasion of said breaches of the condition of said bond assigned in the said declaration interest thereon: & costs. as by the records of said Court will more fully appear -

And your orator further shows that afterwards and on the 13th day of June in the year last aforesaid your orator in order to obtain satisfaction of his said judgment sued and prosecuted out of said Circuit Court under the seal thereof a writ of the people called an execution directed to the Sheriff of Cook County whereby he was commanded that of the goods and chattels lands and tenements of the said Good Butler Dodge Bigelow & Bay impleaded with said Hamilton the said Sheriff should make ten thousand dollars debt recovered by your orator as aforesaid and costs of suit with an endorsement thereon directing the Sheriff to discharge the said debt on payment of the said sum of five thousand three hundred & eighty two dollars and seventeen cents interest thereon from April 13, 1857 - & costs of suit - which Execution so indorsed came to the hands of John S. Wilson then Sheriff of said County on the 23rd day of July 1857. He executed

2
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by him in due form of law. and
was by him on the 20th Nov 1857 returned
to & filed with the Clerk of said Circuit
by order of the Judge of said Circuit
Court. which order hath since been
set aside by the Supreme Court of the
State of Illinois - as by the records of
said Circuit Court & said Supreme
Court. reference being thereto had will
more fully appear.

And your orator further shows
that the said judgment still remains
in full force, not vacated, reversed or
satisfied. and that there is now justly
due thereon to your orator the said sum
of five thousand three hundred Eighty
two dollars and seventeen cents & costs of
suit & interest thereon from the 13th day
of April A.D. 1857 -

And your orator further shows that
after the making of the said bond, and
before the first day of May in the year
of our Lord one thousand Eight hundred
and fifty one. the said Henry B Bay
(sued by the name of H B Bay & appearing
in said suit by the said name of Henry
B Bay) - purchased from Joseph Smith
with his own money & means certain
lands situate in said Cook County
and known and described as the West

said County sitting in Probate with a claim against the estate of said Bay for the amount due him upon said judgment that being the day appointed by said Executor for the adjustment & settlement of claims against said estate & thereupon the said claim was allowed by said Court to the amount of (\$6648⁵⁸) Six thousand six hundred and forty eight dollars and fifty eight cents & placed in the fourth class to be paid in due course of administration.

And your orator further shows that the said John B Bay as such Executor as aforesaid pretends & claims that he has filed a full & perfect inventory of the estate both real & personal of said Henry B Bay deceased but has omitted therefrom the said real estate herein above described and if the same is correct the property therein & thereby returned is not sufficient to pay the said claim of your orator so allowed as aforesaid.

3
6
And your orator further shows that he is well entitled to have the said Real Estate described in this bill sold to satisfy the said judgment but that in consequence of the fraudulent conveyance so made to the said Edgar J. Bay & the vesting the apparent legal title in him to the same such sale cannot be made without the aid of a Court of Chancery.

And forasmuch as your orator is remediless in the premises at and after the strict rules of the common law & can only have relief in a Court of Chancery where matters of this & like nature are properly cognizable & relievable to the end therefore that the said Edgar J. Bay, Daniel J. Wood, Louis G. Butler, Martin Dodge, P. V. Bigelow & John B. Bay executor of Henry B. Bay & their confederates when discovered may without oath (their answers under oath being hereby waived) true full & perfect answer make to this bill

And that the said judgment rendered in said Circuit Court in favor of your orator as aforesaid may be declared to be a lien upon the said real estate & the same directed to be sold to satisfy the same

And that the said judgment rendered
in said Circuit Court in favor conveyance
from the said Joseph Smith to the said
Edgar J. Bay. may be declared to be & to
have been fraudulent as to your orator &
the said Edgar J. Bay. to have received
the legal title thereto in trust for the said
Henry B Bay. & your orator, his creditor.
and that upon the sale of said premises
the said Edgar J. Bay. be required either in
person or by commissioners on his behalf
appointed by the Court to join the
proper conveyances to vest in the pur-
chaser or purchasers at such sale the
legal & perfect title in and to the same

And that a Guardian ad litem
may be appointed for the said Edgar J.
Bay.

And for such other or such further
relief as the nature of your orators case
shall require & shall be agreeable to Equity
& good conscience -

May it please this Hon Court to
grant your orator process of summons
against the said Edgar J. Bay. Daniel
J. Wood. Lorin G. Butler. Martin Dodge, P. H
Bigelow & John B Bay as Executors of Henry B
Bay deceased to appear & answer this bill & to
perform the decree of the Court in the premises - And
Your orator will ever pray &c Isaac Cook
Burgess & Hunt. Sols

And afterwards to wit. On
the same day and year
aforesaid there was filed
in the office of the
Clerk aforesaid a certain
Praecipe in the words and
figures following to wit.

In the Superior Court
In Chancery
Dona Cook

Bill

Edgar T Bay
Daniel J Wood
Loun G Butler
Martin Dodge RA
Sigelow & John B Bay
Executors of the last will
and testament of Henry
A Bay deceased

The clerk
will issue sum in this
Case to Sheriff of Cook &
Will Counties
August Root
for Compt

And afterwards to wit: on the same day and year last aforesaid there issued out of and under the seal of said Court a certain Summons which together with the Sheriff's return thereon endorsed are in the words and figures following. to wit:

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

We Command you that
you summon Edgar T Bay
Daniel Wood, Loren G Butler,
Martin Dodge, P H Bigelow
& John B Bay Executors of
the last will and testament
of Henry B Bay deceased if
they shall be found in your
County personally to be and
appear before the Superior
Court of Chicago of said
County of Cook, on the
first day of the next term
thereof, to be holden at the
Court House in the City of
Chicago in said County, on
the first Monday of June
next to answer unto Isaac
Cook in his certain bill of
Complaint filed in the
said Court on the Chancery
side thereof -

And have you then and
there this writ with an

endorsement thereon in what
manner you shall have ex-
ecuted the same.

Witness Walter Kimball
Clerk of our said Court
and do seal thereof
at the City of Chicago
aforesaid the 18th day
of May A.D. 1861.
Walter Kimball
Clerk

Served this writ on Daniel T.
Wood by leaving a true copy thereof
of with Sarah Wood at his usual
place of abode she being a
member of his family and a
white person above the age of
ten years and having informed her
of the contents of the same this
20th day of May 1861. The other
defendants not found in my
County A Sheriff Sheriff
by Murphy deputy

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And afterwards to wit on the twenty
fifth day of June in the year
aforesaid there issued out of
said Court a certain alias
summons which together with
the sheffs return thereon endorsed
are in the words and figures
following to wit.

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State of Illinois
County of Cook ss

The People
of the State of Illinois to the
Sheriff of Cook County, Greeting:
We command you as
we have before Commanded you
that you summon Edgar T
Bay Daniel T Wood Loren G
Butler Martin Lodge P H
Bigelow & John B Bay Executor
of the last will and testament
of Henry B Bay deceased if
they shall be found in your
County, personally to be and
appear before the Superior Court
of Chicago of said County of
Cook, on the first day of
the term thereof to be holden
at the Court House in the
City of Chicago in said County
on the first Monday of
August next to answer unto
Isaac Cook in his certain
Bill of Complaint filed in
the said Court on the Chancery
side thereof,

And have you thus and
then this writ with an En-
dorsement thereon in what

manner you shall have executed the same.

Witness Walter Kimball
Clerk of our said Court
and the seal thereof
at the City of Chicago
aforesaid this 25th day
of June A.D. 1861.

Walter Kimball
Clerk

Served this writ on the within
named John B Bay only
the balance of the within
named defendants not
found in my County, by
delivering a copy thereof to
him the 19th day of July 1861
W. W. Bartlett
Shufflett & Co

And afterwards to wit, on the 2nd
day of July in the year aforesaid
there was filed in the office of
the Clerk aforesaid a certain affidavit
of nonresidence in the words & figures fol-
lowing to wit.

13

In the Superior Court of
Chicago.

Of the July Term 1856
In Chancery.

Isaac Cook }
Bill.

Edgar T Bay }
David T Wood }
Loren G Butler }
Martin Dodge }
P H Bigelow }

John B Bay Executor
of the last will and
testament of Henry B
Bay deceased

State of Illinois
Cook County SS

William
T Burgess of said County being
duly sworn doth depose and
say that the said Loren G
Butler, & P H Bigelow are now
residents of the State of Illinois
and cannot be found therein
so that process can be
served upon them.

Subscribed before me this 2nd W. T. Burgess.
day of July 1856
W. H. ...

And afterwards to wit. on the
fifth day of August in the
year aforesaid said day being
one of the days of the August
term of said Court. the following
among other proceedings was
had and entered of record in
said Court. to wit:

Isaac Cook

Bill

Edgar T Bay, Daniel
 F Wood, Louis G Butler,
 Martin Dodge JH
 Sigelow & John B Bay
 Executors of last will and
 testament of Henry B Bay decd

This
 day comes J H Marsh solicitor
 for said John B Bay Executor of
 last will and testament of Henry B
 Bay deceased one of the defendants
 above named and on his motion
 and no objection being made
 it is ordered that said John B Bay
 Executor as aforesaid have from this
 day until the first day of the
 September Term next evening of this
 Court in which to plead answer
 or demur to the bill of Complaint
 filed in this Cause.

And afterwards to wit, on the
second day of September in the
year aforesaid there was filed
in the office of the Clerk aforesaid
a certain Demurrer in the words
and figures following to wit,

Superior Court of Chicago

In Chancery.

The demurrer of John J. Bay
Executor &c of Henry J. Bay
deceased & Edgar J. Bay, a
minor by W. R. Hawley his
guardian ad litem two of the
defendants to the bill of Complaint
of Isaac Cook filed herein.

These defendants respectively
by protestation, not confessing
all or any of the matters &
things in the said Complainant's
bill to be true in such manner
& form as the same are there
in set forth & alleged do
demur thereto & for causes of
demurrer show,

1st That the said Complainant
hath not in and by his said
bill made or stated such
a case as doth or ought to
entitle him to any such
discrepancy or relief as is
thereby sought & prayed for,
from or against these defendants
or either of them.

2^d It is not alleged in and by
said bill that the said Complainant
has exhausted his remedy

at law for the collection of his said judgment in said Circuit Court by issuing Execution thereon & having the same returned in whole or in part unsatisfied, or that the defendants to the said judgment other than said Henry B Bay are or were insolvent.

3^d It does not appear in and by said bill that the liability for which said Cook received said judgment existed or had accrued at the time of said conveyance to the said Edgar J Bay or that at that time there existed any legal liability against said Henry B Bay as security for said Wood to said Cook.

4th The said defendants Wood, Butter, Bigelow & Dodge are improperly & unnecessarily made parties defendants to said bill.

5th It is not averred in said bill that Henry B Bay was insolvent at the date of said deed to Edgar J Bay.

Wherefore these defendants
 demand the judgment of this
 Honorable Court whether
 they shall be compelled to
 make any other or further
 answer to the said bill
 or any of the matters & things
 therein contained & pray to
 be hence dismissed with their
 reasonable costs in this
 behalf sustained.

Marsh & King
 Solicitors for John
 J Bay Esq^r
 Edgar J Bay by
 W R Hawley his
 Guardian ad litem.

And afterwards to wit, on
the fourth day of December
in the year aforesaid there
was filed in the office
of the Clerk aforesaid a
Certain Notice and Certificate
in the words and figures
following to wit.

17

State of Illinois
Cook County ss
Superior Court of Chicago
September Term 1861
Isaac Cook In chancery.

vs
Edgar T Bay, Daniel
T Wood Loren G Butler,
Martin Dodge R N Bigelow,
+ John B Bay Executor of
the last will and testament
of Henry B Bay deceased.

Affidavits of the non-
residence of Loren G Butler and
R N Bigelow two of the defendants
above named having been filed
in the office of the Clerk of
the Superior Court of Chicago.

Notice is hereby given to the
said Loren G Butler and R N
Bigelow that the Complainant
filed his bill of Complaint in
said Court on the Chancery
side thereof on the 18th day
of May 1861, and that a
summons has issued out
of said Court against said
defendants returnable on the
first Monday of September
next 1861 as is by law required

Now unless you the said Loren G
Butter and R N Bigelow shall
personally be and appear before
said Superior Court of Chicago
of Cook County on the first
day of the term thereof to be
holden at Chicago in said County
on the first Monday of September
1861 and plead answer or demurrer
to the said Complainants bill
of Complaint, the same and
the matters and things therein
charged and stated will be
taken as confessed and a
decree entered against you
according to the prayer of
said bill.

Walter Kimball
Clerk
August Root
Compl'ts Solr:

I the undersigned one of
the publishers of the Chicago
Tribune do hereby certify that
a notice of which the annexed
is a true copy was published
for five successive weeks
to wit: thirty two times in the

daily edition of the Chicago Tribune a newspaper published in the City of Chicago and of general circulation throughout the County of Cook and State of Illinois, and that the date of the first paper containing the same was the 3rd day of July A.D. 1861 and that the date of the last paper containing the same was the 3rd day of August A.D. 1861.

Dated at Chicago this 3rd day of August 1861.

Rec^d Six Dollars (6⁰⁰)
 Advertising fee
 Tribune Co.

A. Cowles
 Publisher

And afterwards to wit, on the fourth
day of December in the year
aforesaid, said day being
one of the days of the
December Term of said Court
the following among other
proceedings was had and
entered of Record in said Court
to wit:

Isaac Cook

Bill

Edgar T Bay

Daniel T Wood

Lorin G Butler.

Martin Dodge,

J. H. Bigelow.

John B Bay Executor
of last will and testament
of Henry B Bay deceased

This day again comes said Complainant by Burgess & Root his solicitors and it appearing to the Court that the said Lorin G Butler and J. H. Bigelow two of the defendants in the above entitled Cause have been each duly served with notice of the Bill of Complaint in this Cause by Publication in the Chicago Tribune a daily Newspaper printed and published in the City of Chicago County of Cook and State of Illinois and of general Circulation in said County and State, due proof of such publication being filed herein the first insertion thereof being more than sixty days before the return day of

the summons issued in said Cause, and which had been duly returned as to them with an endorsement that after diligent enquiry they could not be found, and upon filing affidavit that the said defendants were not residents of said state. said notice having been published for four successive weeks in conformity with the statute in such case made and provided whereupon on motion Complainant's Solicitors it is ordered that the said defendants Louis G. Butler and J. N. Bigelow severally plead answer or demur to the bill of complaint in this Cause instant and no plea answer or demurrer being interposed by them or either of them nor by any one in their behalf, and being severally called and not appearing severally make default and fail to appear which is on motion ordered to be taken and their default is hereby entered of record and the bill of complaint is hereby taken as confessed by and against the said defendants Louis G. Butler & J. N. Bigelow and each of them for want of their appearance and answer to the bill of complaint.

and afterwards went; on the eighth day of March in the year of our Lord one Thousand Eight hundred and sixty two said day being one of the days of the March Term of said Court the following among other proceedings was had and entered of Record Court:

Isaac Cook
vs
Edgar J. Bay
Daniel J. Wood
Loren G. Butler
Martin Dodge
P H Bigelow
John B. Bay Executor
of last will & Testament
of Henry B Bay deceased

Bill

And now again comes said Complainant by Burgess & Root his Solicitors on Motion it is ordered that said Complainant have leave to amend the bill of Complaint in this cause

And afterwards to wit on the
same day and year aforesaid
there was filed in the office
of the Clerk aforesaid Certain
Amendment to bill in the words
and figures following. to wit.

In the Superior Court of Chicago
In Chancery

Isaac Cook
vs
John S. Bay
Et al et al. } Bill

Amendments to
the Bill of Complaint in this cause

1st Amendment. After the words
at the foot of 9th Page insert as
follows to wit

And your orator further shows
that on or about the thirtieth day of
January A.D. one Thousand Eight
hundred and sixty the said Henry
B Bay was the owner of an undiv-
ided third of two steam dredging
Machines then lying in the Chicago
Harbor & called respectively the
Red Dred & Black Hawk the other
two thirds thereof being at that
time owned by Augustus Parsons
subject to the incumbrances he
had placed upon his two thirds
that so being the owner thereof
the said Henry B Bay fraudulently

and for the purpose of hindering and delaying his Creditors in the Collection of their just demands. Conspired together with the said John S Bay to sell to him the one third interest of the said Henry B Bay in said Machines to prevent the same being taken and applied upon the said debts - and on that occasion and to carry that intent into effect made and Executed to the said John S Bay a bill of sale whereby in Consideration of the sum of Fifty dollars therein recited to be paid the said Henry S Bay sold assigned transferred & conveyed to the said John S Bay the said one undivided third part of said Machines and other assets and property therein more particularly described as by reference to said Bill of sale in the possession of said John S Bay & a copy whereof is hereto filed attached and made part of this bill of Complaint, reference being thereunto had will more fully appear

and your Orator further shows that the three parts of said Machines so sold to said Bay was then well worth the sum of three thousand dollars. And that the sum of Fifty dollars paid or agreed to be paid by said John S Bay therefore was totally inadequate Consideration and so grossly inadequate as to be evidence of fraud upon the face of the transaction, and that the said Machines still in the possession of the said John S Bay, and that if he has sold & disposed of the same he should account to your Orator for the value thereof.

And your Orator further shows that the sale so made to the said John S Bay was & is fraudulent as to you, and the same should be set aside and declared a nullity by the Court, and the said Machines sold & the proceeds thereof applied to the payment of your Orator's said judgment.

Your Orator therefore prays that
the said John S Bay be made
a party defendant to this bill
in his own right, that the
said sale of said Machines
may be set aside and
declared a nullity, and
that said one third of said
Machines may be sold under
the order of this Court, the
proceeds to be applied upon
said judgment. Or that if
the same have been sold by
said John S Bay that he be
decreed to account to your
Orator for the value thereof.

And that in the meantime
& until the further order of
this Court said John S Bay
be enjoined from selling or
otherwise disposing of or
removing said Machines
Duggan & Root
for Compt.

Know all men by these presents that J. Henry Bay at present of the City of Bloomington in the state of Illinois have and do hereby sell assign grant bargain set over and convey to John S Bay of said City in consideration of the sum of Fifty dollars to me in hand paid by said John S Bay all the following described goods and Chattels to wit: One unaided one third part of his steam Dredging Machines now in the Chicago Harbor called respectively "Red Bird" & "Black Hawk" together with their boats tackle apparel & furniture & machinery, also my right title interest claim & demand of every name kind nature and description either in law or equity of in and to all the assets and property of every kind and description belonging to the late firm of Sherman Bay & Co composed of Francis Sherman Nathan Sanders and my self. The

firm of Parsons & Bay composed of Augustus Parsons and myself & the firm of Bay & Parsons composed of said Parsons & myself. and also of in & to all debts claims & demands due & owing or to become due & owing to all or any of said firms or in which they or any of them are in any manner interested. Merely intending to dispose of & convey to said John S Bay my entire interest in each and all of said firms and the business property & assets thereof.

Witness my hand and seal at said City of Bloomington this 30th day of January A.D. 1860.

N B Bay (Seal)

and afterwards to wit, on
 the third day of June in
 the year aforesaid said
 day being one of the days
 of the June Term of said
 Court the following among
 other proceedings was had
 and entered of Record &
 wit:

Isaac Cook

Edgar J Day et al

Bill

This
 day again comes said Com-
 plainant by Burgess & Root
 his solicitors and Complainant
 having amended his bill of
 Complaint in said Cause,
 On this Motion it is ordered
 that said defendants in
 said Cause be and are
 hereby required to file their
 answers to the bill as amended.

And afterwards to wit, on
the tenth day of July in the
year aforesaid the Complainant
filed in the office of the Clerk
aforesaid certain depositions
in the words and figures following
to wit:

* Superior Court in Chauncy. John S. Bay et al v. Isaac Cook & others
Personal service of a copy of the petition is hereby
Admitted this 2nd March 1867. C. L. Marsh
Deft's - Solic.

In the Superior Court of Chicago
in Chauncy

Isaac Cook

vs

John S. Bay in his own
right & as Executor of
Henry B. Bay deceased &
Edgar J. Bay

} Bill

Bill

To the Defendants

You are hereby notified that the said
Complainant will on the third day of April
next. at the hour of 3. P.M. proceed to take
the deposition of Joseph Smith before the
Scott Master in Chauncy for Cook County at
his office in Chicago. To be used at the hearing
of this cause. Wherefore you may attend
& cross examine

Dated March 13. 1867

Yours Sr
George West
for Deft

In the Superior Court of Chicago
in Chauncy

Isaac Cook

vs

John S. Bay in his own
right & as Executor of
Henry B. Bay deceased &
Edgar J. Bay Defts

} Bill

Bill

To said defendants

260

You are hereby notified that the Plaintiff will on the 26th day of June instant at the hour of 11. A.M. at the office of John Scott Esq Master in Chancery of said Court for said County in Chicago attend to take before him the deposition of Benjamin P Skinner a witness on the part of the Complainant to be used at the hearing of this cause when & where you may attend & to crop examine

Dated June 12. 1862.

Yours &c

H. J. Briggs
for Compt

Recives a notice of which the above is a copy this 12th June 1862

J. L. Marsh
Clerk for J. S. Bay & for
guard ad lit.
Superior Court of Chicago.

In Chancery.

State of Illinois }
County of Cook } &c.

Isaac Cook }
vs }
John S. Bay in his own }
right & as executor of }
Henry B. Bay deceased & }
Edgar J. Bay - }
}

The Depositions of Joseph Smith and Benjamin P Skinner, witnesses

produced - sworn and examined on the part of the Complainant in the above cause before me Lea Scott one of the Justices in Chancery of the Superior Court of Chicago and taken pursuant to the annexed notices, at my office in the City of Chicago. The Complainant by his solicitor appearing before me this third day of April 1862, in pursuance of the notice hereto annexed dated March 13. 1862 no one appearing for the defendants,

Joseph Smith a witness produced - sworn and examined on the part of the Complainant deposes and says,

1st Int

State your name - age - residence and occupation and do you know the parties to this suit?

Ans

Joseph Smith - Forty - Chicago - I keep a livery stable - I know the parties

2nd

Did you know Henry B. Bay in his life time, and when and where?

Ans

I did. I knew him in Bloomington in this state in 1837 I think - I knew him in Chicago - I was acquainted with him for about twenty
or five years.

27
3rd

Do you know of his death and when and where he died?

Ans He died in Bloomington - Illinois - I think it was in February 1861.

4th Did you and he ever own any real estate together - if so, from whom did you purchase it - and can you produce the deed of conveyance thereof - if so, make it an Exhibit?

Ans We did. We purchased of John J. Palmer. The deed I now produce marked Exhibit 1. is the deed of conveyance for such purchase.

5th Did you divide the property therein described, being Lot five (5) in Block Eighty-one (81) School section addition to Chicago, between you in severally?

Ans Yes Sir.

6th How did you make that division

Ans I deeded him the East half and he deeded me the West half.

7th What did you do afterwards with the said West half?

Ans I traded it to Henry B. Bay.

8th For what did you trade it to him?

Ans I traded it for one half in furniture - the stable and lease of the New York House.

9th Who owned the furniture - the stable and lease of the New York House at the time you thus traded for the half of it?

Ans Benjamin F Skinner and Henry B. Bay.

10th How long before that, had they thus owned it?

Ans About a year

11th To whom did you convey the said west half of said lot?

Ans To Edgar S. Bay, one of the defendants in this suit.

12th How did you come to convey it to him?

Ans By the order of Henry B Bay I suppose.

13th What has become of the deed received from

him, of the west half of said lot?

Ans I dont know. I dont think I know it - I have no recollection whatever what became of it - I dont recollect of ever seeing it since I made the conveyance to Bay. I looked for it today where I keep my deeds, and could not find it and am quite positive I have not got it

14th What if any improvements were there on the west half of said lot at the time you conveyed it to Edgar J. Bay?

Ans Not any

15th About what time was this trade of this property in the New York House for the west half of said lot made between you and the said Henry B. Bay

Ans It was made in 1850 - at the time I made the deed to Edgar J. Bay -

16th Do you recollect who drew up the papers for this trade?

Ans I think it was L. C. P. Deere.

Joseph Smith.

Subscribed and sworn to
before me this third day of

April A. D. 1862 Jsa Scott,

Master in Chancery for the Territory of Utah

1862 June 26th

Complainant's solicitor pursuant to a summons notice dated June 12th 1862,

Benjamin H. Skinner a witness produced - sworn and examined on the part of complainant deposes and says,

1st Q^{nt}

State your name - age - residence and occupation and do you know the parties to this suit.

Ans.

Benjamin H. Skinner - age is thirty-seven - and a Hotel Keeper - residence Chicago - I know the parties

2nd

Did you know Henry B. Bay during his life time?

Ans

Yes Sir

3rd

Were you ever in business with him in Chicago?

Ans

Yes.

4th

When and in what kind of business?

Ans

It must have been thirteen years ago - in fact it was in 1850 - at Chicago - in the Hotel business - keeping the New York House -

29.
4th

How much interest had he in the stock and
business?

Ans One half.

5th Of what did it consist?

Ans Furniture - Horses - Omnibus - Waggon and one Stow
Barn - and a lease of the premises occupied.

6th What was the value of his interest in the property?

Ans About thirty-five hundred dollars

7th What did he do with it?

Ans He sold it or traded it to Joseph Smith

8th For what

Ans I heard the parties say - and always understood
that it was for a lot on Monroe Street opposite
the Gas Works in Chicago then owned by Joseph
Smith.

9th Do you know whether Bay took possession of
property he received from Smith and whether
he improved it or not - and if so how?

Ans I suppose & he did take possession for he built
some houses on it.

Subscribed and sworn to Benjamin H. Skinner
before me this 26th day
of June A.D. 1862.

Joan Scott
Master in Chancery of
the Superior Court of Chicago.

Superior Court of Chicago
In Chancery

Joan Cook

vs

John S. Bay in his own
right and as Executor of
Henry B. Bay deceased
& Edgar T. Bay.

State of Illinois }
County of Cook } ss.

I Joan Scott

one of the Masters in Chancery of said Court do
hereby certify that the foregoing depositions on
the part of the Complainant in the above case
were taken before me at my office in Chicago,
pursuant to and at the respective times named

This Indenture - made the twenty fourth day of October in the year one thousand eight hundred and forty eight - Between John S. Palmer of the City of New York ^{in the County and state of New York.} and Margaret his wife parties of the first part, and Henry P. Bay and Joseph Smith of the City of Chicago in the County of Cook and State of Illinois parties of the second part - Witnesseth, that the said parties of the first part for and in consideration of the sum of Sixteen hundred dollars, lawful money of the United States of America, to them in hand paid, by the said parties of the second part, at or before the ^{en} sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm, unto the said parties of the second part and to their heirs and assigns for ever, All. that certain Lot, piece or parcel of land situate lying and being in the said City of Chicago, being Lot number 5 (five) in Block number 81 (Eighty one) in the School Section addition to the said City and bounded southerly in front by Monroe Street, Eastwardly by Lot N^o 8 (Eight) in Block N^o 94 (Ninety four) Northwardly by lot N^o 4 (four) in said Block N^o 81 (Eighty one) and Westwardly by lot N^o 6 (Six) in said Block N^o 81 (Eighty one)

Together with all and singular the tenements here-
diments and appurtenances therunto belonging or
in anywise appertaining, and the reversion, and re-
versions, remainder and remainders, unto issues, and
profits thereof. And also, all the estate, right, title,
interest, dower, right, of dower property, possession,
claim and demand whatsoever, as well in law as
in equity, of the said parties of the first part, of,
in, or to the above described premises, and every part
and parcel thereof, with the appurtenances. To have
and to hold, all and singular the above men-
tioned and described premises, together with the
appurtenances, unto the said parties of the second
part, their heirs and assigns for ever.

And the said John J Palmer for himself his
heirs executors, and administrators doth covenant,
promise, and agree to and with the said parties of
the second part their heirs and assigns, that he
has not made, done, committed, executed, or suf-
fered any act or acts, thing or thing whatsoever,
whereby, or by means whereof the above mentioned
and described premises, or any part or parcel
thereof, now or at any time hereafter, shall
or may be impeached, charged or encumbered,
in any manner or way whatsoever.

In witness whereof the said parties of the first part
have hereunto set their hands and seals, the day and year
first above written

Sealed and delivered in
the presence of

John J. Palmer (Seal)

"Henry" written over and
erased on 5th line from
top of first page.

Margaret Palmer (Seal)

Wm. G. Wood
Alfred Roe.

Superior Court of Chicago. In Chancery
In and between John J. Palmer in his
own right vs. Executor of Henry K. Bay
deceased & Edgar T. Bay.
(Exhibit 1) In and between
of Joseph Smith.
John Scott Master
in Chancery of the
Superior Court of Chicago

City and County of New York. ss. On the fifteenth day of
November 1848 before me came John J. Palmer and
Margaret his wife to me known to be the individuals
described in and who executed the preceding deed
and acknowledged that they executed the same
the said Margaret being by me privately examined
separately and apart from her said husband
further acknowledged that she executed the same
freely and voluntarily without any force compulsion
of or from her said husband -

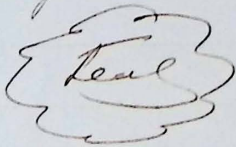
Wm. G. Wood
Commr of Deeds

State of New York }
City and County of New York } ss.

J. James Conner,
Clerk of the City and County of New York, and also
Clerk of the Common Pleas for the said City and

County; do hereby certify. That Wm G. Wood whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was at the time of taking such proof or acknowledgment, a Commissioner of Deeds for said City and County, dwelling in the said City, Commissioner and sworn and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such commissioner and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. I further certify that said instrument is executed and acknowledged according to the laws of this State as appears by said Certificate.

In testimony whereof I have hereunto set my hand, and affixed the seal of the said Court and County the 16th day of Nov 1848

 Seal

James Connor, Clerk

and afterwards to wit on the Twentieth day of September in the year aforesaid there was filed in the office of the Clerk aforesaid two certain answers and a Demurrer in the words and figures following to wit:

In Superior Court,
Chicago Cook Co. Ill.

Isaac Cook

In Chancery.

^{vs.}
John S. Bay and
John S. Bay exr.

The separate answer of John S. Bay
and John S. Bay Exr.

And now comes this respondent and
saying and reserving unto himself all & all
of advantage of exception to the manifold
errors & imperfections of the said Complainants
bill of Complaints for answer thereto or to so
much thereof as he is advised it is necessary
for him to answer says - That he admits
that on the 12th day of March A.D. 1850
said Cook was Sheriff as aforesaid and had
appointed said Wood his deputy and that
Henry B. Bay, now deceased, in connection
with the other respondents executed their
said stated bonds in the same amounts and
with the same conditions as is alleged in said
Complainants bill of Complaints and this
respondent admits that Crator on the 21st
day of November A.D. 1851 sued out of
the Cook County Court of Common Pleas a
writ of summons returnable to the first Monday
in December which was served on all parties

T. E. Hamilton and that orator by his attorney
Judd & Wilson filed his declaration assigning
various breaches and that on the 30th day of
May A.D. 1857 judgment was obtained for the
sum of Ten Thousand Dollars debt against
said Henry B. Bay and the other respondents
which judgment was to be satisfied on the
payment of the sum of Five Thousand Three
Hundred & Eighty two $\frac{17}{100}$ Dollars and Costs
and that on the 12th day of June A.D. 1857
orator got out execution which came into the
hands of John L. Wilson Sheriff on the 23rd
day of July A.D. 1857 and was returned on
the 20th day of November 1857 by order of
the Judge of the Circuit Court which order
has been set aside and that said Judgment
still remains in full force and effect.

This respondent alleges that on the
day of A.D. 1862 this respondent in
connection with the other respondents sued out
of the Supreme Court of the State of Illinois
a writ of Error to the said Circuit Court
of Cook County to review the said Judgment
and the same is still pending undetermined
and undecided and in full force & effect
in said Supreme Court - This respondent
alleges that the said Judgment is excessive
erroneous unjust and entirely inequitable
as against the said Henry B. Bay: that
as respondent is informed and believes the same

was obtained without the knowledge of said
 Bay and in fraud of his rights and without
 his having had a day in Court: that
 immediately after the commencement of said
 suit E. C. Larned Esq. and G. J. Hayes
 attorneys of said Circuit Court, were employed
 by said Wood, to defend same: that said
 Henry B. Bay as respondent is informed and
 believes was informed in the year 1855 by said
 Wood that said suits had been dismissed:
 that he said Wood, had received a letter
 from said Larned, advising him of such dismissal,
 & asking pay for his services in procuring
 the same - that relying upon said statements
 of said Wood & said letter of said Larned,
 said Henry B. Bay paid no more attention
 to the same and that subsequent to such
 notice from said Larned, said Henry B. Bay
 as this respondent is informed, & believes never
 heard anything more of the pendency of such
 suit or had any knowledge thereof, until
 long after said Judgment, had been rendered
 against him and that then he was advised
 by the Sheriff in August 1857 that he had
 an execution against him thereon: that
 said Bay supposed the same would require
 no further attention that although said Henry
 B. Bay during the whole of said time
 resided in the City of Chicago yet he never
 was served with any new process or any

notice of any new proceedings or had any knowledge of the same in any manner and form: that said Henry B. Bay had a good valid just and equitable defence to said action and the whole thereof. That as respondent is informed & believes & so charges the facts to be ~~th~~ said Wood was not legally or justly indebted to said Cook in the sum of a single dollar but on the contrary thereof the said Cook was largely indebted to said Wood. That the said bond so signed as aforesaid was given to protect & save harmless said Cook from any defaults &c of said Wood as Deputy Sheriff & for no other purpose and that a large part & nearly all of the defaults complained of in the Declaration in said suit against said Bay consisted in the nonpayment of money received by said Wood while collecting taxes for which acts this respondent alleges said bondmen were not liable in said bond that notwithstanding this in fraud of said Bays rights & without notice to him & after said suit had been dismissed a judgment was rendered against said Bay - And this respondent alleges that the said J. E. Hamilton was at the time of the commencement of said suit & ever since has been & now is a resident of said City of Chicago & during the whole of said time was & is now solvent,

And this respondent admits that on the 1st day of May said Bay purchased of Joseph Smith said piece of real estate described in said Complainant's bill of Complaints and paid for the same & was entitled to a deed therefor but alleges that said property was not taken in the name of Edgar T. Bay for the purpose of defrauding orator or any one else; that said purchase & deed was long before the defaults complained of in said declaration in said suit are alleged to have occurred, and long before said suit was commenced, or said Henry B. Bay had any notice that said orator claimed any sum of money was due him on said bond.

And respondent denies that said conveyance was made to cover up & conceal the property from the creditors of said Henry B. Bay but on the contrary thereof the same was bona fide and his respondent admits that on the 30th day of January AD 1860 Henry B. Bay owned one third of the steam dredging machines then lying in Chicago Harbor and called Red Bird and Black Hawk and that Augustus Parsons owned the other two thirds and that said H. B. Bay sold & conveyed the same to his respondent but denies that he so sold the same for the sum of Fifty Dollars but on the contrary thereof alleges that he paid the said H. B.

Bay Fifty Dollars & bought the said
Machines with the encumbrances that
were on it: that they amounted to between
the sum of thirteen & fourteen hundred
dollars and that the interest of Augustus
Parsons was largely encumbered by mortgage
and that this respondent was advised at
the time of the said purchase of said machines
that they were liable for the payment of the
debts of the firms of Parsons & Bay and
Parsons Bay & Co. - that said firms were
largely indebted and that said Parsons
was at the said time of said purchase in
poor & insolvent circumstances and that
this respondent purchased said machines &
has paid thereof an ample consideration -
And this respondent admits that said orator
appeared in Cook County Court, sitting in
Probate and had his claim allowed, as in
said Complainant's bill is alleged and that
it was put in the fourth class and admits
that he this respondent as executor has filed
an inventory of the assets of the estate of
said Henry B. Bay deceased - and admits
that said real estate is not mentioned
or set down in said inventory and alleges
that the same was not put in said
inventory for the reason that the same did
not belong to said estate and formed no
part of the assets thereof but belonged to

said Edgar T. Bay and respondents alleges that said motor contested the correctness of said inventory and examined said respondents in said Probate Court and that the same was sustained - And this respondents further answering saith he knows not and has not been informed save by the said Complainants said bill of Complaint and cannot set forth on his belief or otherwise whether the other matters & things contained in said Complainants said bill of Complaint, be true or otherwise and thereof requires strict proof to be made. And this respondents denied all, and all manner of unlawful combination and confederacy wherewith he is by the said bill charged without this, that there is any other matter cause or thing in the said Complainants said bill of Complaint contained material or necessary for this respondents to make answer unto and not herein and thereby well and sufficiently answered Confessed traversed and avoided or denied, is true to the knowledge and belief of this respondents - All which matters and things this respondent is ready and willing to aver maintain and prove ^{as} in this Honorable Court shall direct and humbly prays to be hence dismissed, with his reasonable costs and charges in this behalf most wrongfully sustained.

J. L. Marsh Salt?
 Case Stone & Munson
 Counsel

John J. Bay & John
 J. Bay Ex^{rs}

In Superior Court of
Chicago, Cook Co. Illinois
Isaac Cook
vs.
Danl J. Wood,
and others

In Chancery.

The separate answer of Daniel
J. Wood to bill of Complaints of Isaac Cook
Complainant

And now comes the said respondent of
Daniel J. Wood, and saving and preserving unto
himself all and all manner of exception
to the manifold errors and imperfections of the
said Complainant's bill of Complaints, for answer
thereto or to so much thereof, as he is advised it
is necessary for him to answer says That
he admits that on the 12th day of March A.D.
1850 said Cook was Sheriff as aforesaid and
had appointed this respondent his deputy and
that this Respondent in connection with the
other respondents executed their said sealed
bonds in the amount and with the same
conditions as is alleged in said Complainant's
bill of Complaints - And this respondent
admits that orator on the 21st day of November
A.D. 1851 sued a writ of Summons out of
the Cook County Court of Common Pleas
returnable the first Monday of December which
was served on all but Hamilton and that

orator by his attorneys Ludd & Wilson filed his declaration assigning various breaches and that on the 30th day of May A D 1857 judgment was obtained for the sum of Ten Thousand Dollars and Costs debt against the respondents Henry B. Bay, James G. Butler, Martin Dodge & Peter H. Bigelow impeached with T. E. Hamilton survivors of John Mc Fall which Judgment was to be satisfied in the payment of the sum of Five Thousand, Three hundred, and Eighty two ⁷⁰/₁₀₀ Dollars and Costs and that on the 12th day of June A D 1857 orator got out execution which came into the hands of John L. Wilson Sheriff on the 23rd day of July A D 1857 and was returned on the 20th day of November A D 1857 by order of the Judge of the Circuit Court which order has since been set aside and that said Judgment is still in full force and effect - This respondent alleges that on the _____ day of A D 1862 this respondent in connection with the other respondents sued out of the ^{reme} Supreme Court of the State of Illinois a writ of error to the said Circuit Court of Cook County to review the said Judgment and the same is still pending undetermined and undecided and in full force and effect in said Supreme Court.

This respondent alleges that the said Judgment is excessive erroneous and unjust

an execution in favor of William D. Clapp
 and against Joseph Johnston and his failure
 to pay over the same and the collection
 by this respondent and failure to pay over
 a large sum of taxes as reference being
 had to said declaration will more fully
 and at large appear - And this respondent
 alleges that the only lists of taxes upon
 which he ever made any collections while
 acting as such Deputy Sheriff were those
 of the years 1848 and 1849. That shortly
 after his appointment Mr. Pendry, who
 was acting for said Cook as the collector
 of taxes presented a list of tax receipts
 some signed and some not signed accompanied
 by a list of them with a receipt at the
 bottom for this respondent to sign, advising
 this respondent that he was to collect and
 pay over the amounts and that it was to
 be credited to him: that this respondent
 in attempting to collect said taxes found
 that in many cases the parties had receipts
 for the same taxes given him to collect
 from said Cook or from Pendry or from one
 Fitzsimmons the Clerks of said Cook: that
 this respondent often brought parties to
 said Cook who had such receipts and said
 Cook often told this respondent that these
 were old taxes and the said Clerks had
 been careless and that he wished this

respondent to do the best he could with them. and this respondent did so and collected all he could on said tax receipts and paid over every dollar which he received or collected: that subsequently and some time in 1850 the Board of Supervisors called upon said Cook for a settlement of the tax lists, that a Committee was appointed by said Board, to investigate the matter, that the said Cook then desired of this respondent that he should go before that Committee and end the whole matter by swearing that all taxes which had not been collected were not collectable, that the parties could not all be found which was true: and that such as could be found were not able to pay which was untrue in part and this respondent refused to do so but went before the Committee and showed to them what taxes this respondent could not collect and ~~some~~ to the same the tax receipts for which were either left with said Committee or taken by Cook and this respondent has seen nothing of them since: that subsequently the said Cook himself made oath that the balance of the taxes not collected was not collectable and thereupon the Committee reported in accordance with such showing of this respondent and such testimony of said

Cook from the tax lists of 1848 was

\$ 473. 99

& the balance of tax list being insolvent,

512. 96

The Tax list of 1849 collected

6436. 77

uncollected & insolvent,

1196. 60

That the Collector reported Treasury receipts for the amounts collected except Am. papers & bills &c and recommended that the Clerk issue proper receipts to the Collector according to the above returns which respondent believes was done and this ended the whole of this respondent's connection with the tax collections. Excepting that this respondent often tried to get said Cook to pay him for his services in collecting what he did collect & which is credited to him in the list — And this respondent further alleges that he never received a dollar on said tax receipts which he did not pay over not even retaining his commissions in charges for collections —

And this respondent further alleges that he paid over every dollar by him collected or received upon the execution against said Johnston upon the order and direction of the said Cook excepting his fees — And this respondent further alleges that he never collected any money for said Cook in any account whatever during the whole

time that he so acted as such Deputy Sheriff which he failed to pay over on account for and that he is not & was not at the time of the rendering of said Judgment owing the said Cook or indebted to him for any sum of money whatsoever but on the contrary the said Cook is largely indebted to him for services but has neglected & refused to pay him & was so indebted at the time of the rendering of said Judgment. That when this respondent was so appointed by said Cook Deputy Sheriff, it was on the Express solicitation of said Cook & that said Cook in order to induce respondent to accept said appointments assured him that his share of the fees of said office would amount to the sum of one thousand dollars a year: that this respondent during the year he so acted as such deputy transacted nearly all the business of said office & had never been able to obtain ^{his compensation} from said Cook and that said Cook is & was at the time of the rendering of said judgment indebted to this respondent in a large sum of money for services rendered as such Deputy Sheriff and that he is fairly justly & equitably indebted to & owing this respondent more than the sum of Six Hundred dollars. And this

41

respondent alleges that the said J. E. Hamilton was at the time of the commencement of said suit is now and ever since has been a resident of said City of Chicago & during the whole of said time was & is now solvent. And as to the other matters & things in the said Complainants bill of Complaint alleged this respondent saith he knows not and has not been informed save by the said Complainants said bill and he can neither admit nor deny the same but thereof requires strict proof to be made And this respondent denied all and all manner of unlawful Combination and confederacy wherewith he is by the said bill charged without this, that there is any other matter cause or thing in the said Complainants bill of Complaint contained material or necessary for this respondent to make answer unto and not herein and hereby well and sufficiently answered, confessed traversed avoided or denied is true to the knowledge or belief of this respondent all which matters and things this respondent is ready and willing to aver maintain and prove as this honorable Court shall direct and humbly prays to be hence dismissed

with his reasonable costs and charges in
this behalf most wrongfully sustained.

Daniel T. Wood

J. L. Marsh Gal:

Chas. Stone & Munson
Counsel

Demurrer

42.

In Superior Court of Chicago
Cook Co. Ill.

Isaac Cook	} Demander,
D J Wood	
Louis G. Butler	
Martin Dodge	
Peter H. Bigelow	
John S. Bay	
J Bay & Co.	

These defendants by protestation not confessing or acknowledging all or any of the matters and things in the said Complainant's bill to be true in such manner and form as the same are therein set forth and alleged do demur thereto and for cause of demurrer show,

1st That it doth not appear in and by said bill that the said Complainant hath not at law a full complete and adequate remedy at law.

2^d That it doth not appear by said bill that the said Complainant hath exhausted the ordinary remedies known to the law for the enforcement and collection of

Judgments.

143rd That it doth not appear that the said Complainant hath said out of said Circuit Court an alias Execution or writ of fieri facias and attempted by such means the Collection of said judgment by levy upon and sale of property.

Wherefore and for divers other Errors and imperfections these Defendants humbly demand the judgment of this Honourable Court whether they shall be compelled to make any further or other answer to the said bill or any of the matters and things therein contained and pray to be hence dismissed with their reasonable Costs in this behalf sustained

Daniel T Wood
J L Marsh Solr
Chas Storrs & Munson
Counsel.

and afterwards to wit. on the Eighteenth day of the same month and year aforesaid there was filed in the office of the Clerk of our said a certain Replication in the words and figures following to wit.

43.

In the Superior Court
In Chancery.

Osua Cook vs Bill.
John S Bay et al

The
Replication of the Complainant
to the answers of the Defendants
filed to the bill of Complaint
and each of them.

This Repliant saving all just
Exceptions to said answers
for replication shrets respectively,
says he will aver maintain
the same to be untrue un-
certain & insufficient & his
bill of Complaint as amended
to be true certain & sufficient
as this Court shall direct,
& he pray as he hath already
prayed &c.

W J Burgess
for Compt

And afterwards to wit on the
Eighth day of October in the
Year aforesaid there was filed
in the office of the Clerk of said
a certain return of Guardian ad
litem in the words and figures
following to wit.

44

In the Superior Court.
 In Chancery.
 Isaac Cook Bill

Edgar J Bay a minor
 David J Wood Loren
 & Butler, Martin Dodge,
 O. H. Bigelow & John C
 Bay as Executors of Newy
 B Bay deceased & in his
 own ~~proper~~ right

The answer
 of W R Hawley Guardian ad
 litem of Edgar J Bay to the
 Bill of Complaint in this cause
 as appended.

This respondent says he has
 no knowledge of the various ^{matters} & things
 charged in said bill & neither
 admits or denies the same -
 and he submits the rights of
 the said defendant to the Court
 upon the facts proved in this
 cause, and having fully
 answered pray hence to be
 dismissed &c.

W R Hawley
 Guardian ad litem &c.

And afterwards to wit on
the same day and year
aforesaid there was filed
in the office of the Clerk
aforesaid a certain stipulation
in the words and figures
following to wit.

45
In the Superior Court of
Chicago. In Chancery

Isaac Cook

John T Bay in his own
right and as Executor of the
Estate of Henry B Bay deceased
& Edgar T Bay & others.

It is admitted by the parties that upon a citation issued from the Cook County Court upon the Complaint of Isaac Cook against said John T Bay the said John T Bay being sworn in open Court testified on or about the day of February 1862 as follows to wit, on Examination of and in reply to the questions of the Complainant he said, I am Executor of the estate of Henry B. Bay deceased and a brother of the deceased. I was not engaged in business with him at the time of his death. He was if in any business at all in the dredging business at the time of his death. he had been in Company with Augustus

Parsons but was not at the
time of his death. He was
then in Bloomington in this State,
he was sick then. had been there
four or five months. I was
then living in Will County. I
was farming some in real Estate
some. farming was my legitimate
business. I think Henry B. Bay
died the tenth of March 1860.
I was then carrying on a farm
that belonged to me and some
other brothers. The Books of the
firm of Parsons & Bay were in
J. J. Shermans office the last
that I saw them was last
summer. I cant recollect
any month as I was up
here very often. I dont know
how long Parsons & Bay were in
partnership. I first knew of
their being in Partnership two
or three years ago. My brother
told me they had two dredges,
nothing else. They did not
have a Machine Shop that I
know of. I was not acquainted
with their business at that
time. I dont remember of
my being there but once

in a long time. My brother
 owned one kind of those
 machines. I don't know what
 Parsons owned only from
 hearsay. It was in May
 1860 I first came up to see
 about his Estate. I found it
 in a bad Condition. I found
 a lot of property of which
 the appraisment bill filed in
 the Cook County Court, will
 give the list. I did not find
 the dredging machines. He
 had sold them. Sold them
 to me the 30th of January 1860
 by the bill of sale. Now the
 Examiner produced a bill of
 sale a copy whereof is hereto
 annexed & is part of the
 stipulation. I don't recollect
 when I took possession of
 them whether it was before or
 after his death. I paid the
 fifty dollars mentioned as the
 Consideration in the bill of
 sale to him when I bought
 them. That was all I paid
 him. The reason I did not
 take possession of them imme-
 diately I was not here. I

was in Bloomington. - I paid
it in money, in paper money
which I suppose he used dur-
ing his sickness. The bill
of sale was drawn up in
Chicago - I told Mr March
to draw it up and saw him
draw it up, I made the
bargain for this a few days
before it was drawn up. -
I don't know how long before
I came up to Chicago
after that whether it was two
weeks or two months. I can't
say whether I did not expect
my brother to die at the time
the bill of sale was drawn up,
he was sick at that time,
he was not able to come up
here, I kept the bill of sale
in my pocket after it was
drawn. There was nothing done
with the machine after the
bill was drawn to the time of
his death. There was no un-
derstanding as to what was
to be done with the bill of
sale in case he lived, I
don't know how much the
dredging machine was worth.

I considered it to be worth fifty dollars. That is the one thing that he owned. I bought it with the incumbrances that were on it. The demands that were against the machine the parties that had worked for them. I don't know the legal incumbrances. He figured it up as over thirteen and under fourteen hundred dollars. There was no bargain made about my paying the incumbrances - all the bargain I made is in the writing the bill of sale. He might have talked about the machine being liable ~~for~~ ^{to} the debts. Nothing more than talk about it. There was no agreement that I should pay them. There was incumbrances on them.

I can't tell what they were without referring to the books. On Crop Examination by his own Counsel Mr Marsh, said John Bay further says. That previous to the purchase of this property I consulted with Mr Marsh about the

purchase. He advised that I purchased subject to all debts of Parsons & Bay & Parsons Bay & Co against the dredges. The interest of Parsons in the machines was mortgaged the mortgages were recorded as I understood. I don't know whether Sherman or Parsons was in possession at the time I bought. Sherman was soon after. About two months after I purchased it I informed the parties in possession of my purchase. I knew of existence of claims against the concern of Parsons & Bay & Parsons Bay & Co. Mr Marsh told me that the mortgages were a prior lien which were to be paid first, then the debts of Parsons & Bay & Parsons Bay & Co would be all encumbered. I learned since some of them to say that there were notes out of Parsons & Bay amounting to about something near five thousand dollars. at the time I purchased I knew Parsons

did not pay up promptly. He was not in good Cir-
 cumstances. He at that time
 owed the firm of Parsons & Bay
 a large amount. I know that
 he was insolvent at that time.
 I have never collected anything
 of Parsons on his indebtedness
 to Parsons & Bay. I have collected
 about forty seven dollars on the
 old accounts. I purchased of my
 brother, before I filed inventory
 I ascertained there was no title
 in N B Bay to the property on
 Monroe Street, that it was in
 Edgar T. Bay and had been.
 Deed was recorded in 1850.
 I have endeavored to dispose
 of the interest I purchased of
 my brother in the dredges. Did
 to sell it to Mr Chopin. He is
 a dredging man. He would
 not buy, would not make me
 an offer. I have offered ~~to~~ ^{it}
 it for sale and never had an
 offer for it at any price. They
 have been laying in the river
 not doing any thing because
 we could not get any work
 for them to do. I think the

accounts were worth about
\$150,000 whole apes. I think
Parsons collected about that
amount, and collected all
that could be collected.
In reply to the Court the said
Gammun further swore. I did
not consider my brothers in-
terest in the whole thing worth
any thing. I did not make
as much as I expected. To
make. it was a bona fide sale.
I expected to make all the
money I could out of it.

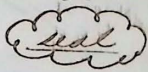
The above is all of the testimony
given by said John T. Bay on
that occasion deemed ma-
terial in this cause by the
parties to this cause.
Chas. Stone & Munson
Solicitors Deft's.

43
1
From all men by these presents
that I Henry O Bay at present
of the City of Bloomington in
the State of Illinois have and
do hereby sell assign grant
bargain set over and convey to
John S Bay of said City in
consideration of the sum of
Fifty dollars to me in hand paid
by said John S Bay all the
following described goods and
Chattels to wit.

One undivided one third
part of his Steam Dredging Ma-
chines now in the Chicago harbor
called respectively "Red Bird" &
"Black Hawk" together with their
boats tackle apparel furniture
& machinery. also all my right
title interest claim & demand
of every name kind nature
and description either in law
or equity of in and to all the
assets & property of every kind
and description, belonging to the
late firm of Sherman Bay & Co
composed of Francis T Sherman
Nathan Auders & my self.
The firm of Parsons & Bay
composed of Augustus Parsons

+ my self + the firm of Bay
+ Parsons composed of said
Parsons + My self. And also
of in + to all debts claims &
demands due + owing or to
become due + owing to all or
any of said firms or in which
they or any of them are in
any manner interested.

Hereby intending to dispose of
+ convey to said John S Bay
my entire interest in each &
all of said firms and the
business property + assets
thereof

Witness my hand and
seal at said City of Bloomington
this 30th day of January 1860
N. B. Bay 

And afterwards to wit. on
the Ninth day of October
in the year aforesaid there was
filed in the office of the Clerk
aforesaid certain other dep-
ositions in the words and
figures following. to wit:

Superior Court of Chicago
in Chancery

Isaac Cook
vs
John S. Bay Esq &c
Parties

State of Illinois }
County of Cook }
I ha Scott

Master in Chancery of the Superior Court
of Chicago do hereby certify that the
foregoing deposition was taken before me
this second day of October A.D. 1862 pursuant
to the annexed notice and the adjournment
thereunder at my office in the City of Chicago
that before the commencement of the exam-
ination of the witness whose name is
subscribed to the foregoing deposition he
was by me ~~fully~~ duly sworn and his
said deposition was subscribed and
sworn to by him before me at the time
and place aforesaid

Dated October 2^d 1862 - I ha Scott
Master in Chancery
of the Superior Court
of Chicago

In the Superior Court of Chicago.

Spencer Cook }
vs }
John S. Bay Ex^r des }
et al } To said Defendants -

You are hereby notified that the Complainant will on Monday the 22 Inst at 2 P. M. attend before Ira Scott Master in Chancery in and for said County at his office in Chicago to take the deposition of Harry Fox + William B. Howard to be used on the hearing of this cause on the part of complainant when + where you may attend + cross examine

Dated Sept 10. 1862. Yours -

W. T. Burgef
for Cook

Recd notice of which above is a copy this 10th Sept 1862

Chas Stone + Munnell
Of Counsel for Respondents,

Superior Court of Chicago
In Chancery

State of Illinois }
County of Cook }^{ss}

Isaac Cook }
vs }
John S. Day Executor &c }
et al }
}

The Deposition of Harry Fox a witness produced - sworn & examined on the part of the Complainant in the above cause, and taken before me Ira Scott Master in Chancery of the Superior Court of Chicago at my office in Chicago pursuant to the annexed notice - The said complainant appearing by his solicitor on the 25th day of August 1862 at the place aforesaid, and the examination was thereupon adjourned to this second day of October 1862, at which time the said parties appeared by their respective solicitors, Mr Burgess for Complainant and Mr Munson for Defendants, at which time and place the following proceedings are had -

Harry Fox a witness produced - sworn and examined on the part of the Complainant deposes and says,

1st Int
25

State your name - age - residence and occupation?

Answer

My name is Harry Fox - am thirty six years of age - reside in Chicago - am a contractor

Q^d

Do you know the Dredging Machines which were in the Chicago Harbor in January 1860 known respectively as the "Red-Bird" and "Black Hawk"?

Ans

Yes Sir

Q^d

Have you any interest in them at the present time, if so what?

Ans

I dont own any interest nor any firm

Qth

Have you been in treaty for the purchase of them, if so with whom?

Ans

I cant say that I have. I was in treaty to sell one of them to a party but did not make it out,

Qth

Who were you acting for in that transaction?

Ans

I was acting for Mr Sherman whose first name I believe is William G- the Liquor Inspector. He is not the Sherman of Sherman Bay etc: but was his acting agent.

Qth

Did you know said Machines in January 1860?

Ans

I have known the Machines ever since 1856.

7th Have you not been engaged in the use of dredging machines in your business?

Ans Yes Sir.

8th What was the value of said Machines to persons engaged in that kind of business in January 1860 or about that time?

(Objected to by Counsel for Defendants)

Ans I think the two Machines at that time was worth three thousand dollars to a person engaged in the business. I think I would have been willing to give that for them

9th Who are now using those Machines or either of them, and if so which?

Ans Fox & Howard are using "Red Bird", I am the Fox of that firm

10th From whom did you get the permission to use them

Ans Francis Sherman, I mean Col Sherman the acting man in the firm of Sherman Bay & Co. at the time Sherman Bay & Co were in business.

(Corp Examination)

1st Corp.

Do you know in what kind of repair said

5.3.

machines were in the month of January 1860, and about the latter part of the month?

Ans

Well- I should say that the "Black Hawk" was in bad order - The "Red Bird" was in tolerable good order.

Qnd

When you say that they were worth three thousand dollars, do you mean that that was the market value of the machines and that they could have been sold for that sum in the market?

Ans

I think they could.

Qnd

How much would they have sold for at forced sale or under execution

(Objected to by Complainant's solicitor)

Ans

It would depend upon who had been at the sale - if any one was there who knew the value they would have brought the price that I stated.

4th

How much would a one third interest in the said machines sell for - the other two thirds being encumbered by mortgages to the full value of the two thirds

(Objected to)

Ans

I can tell what I would give myself, I can't tell what it would sell for.

5th

How much would you have paid for the
one third of the two machines in January 1860, the
other two thirds being encumbered
(Objected to)

Ans

Five hundred dollars. - If I could have got a clear
title to one third of it at that time.

(Objected to)

(Direct Examination resumed)

11th Direct

Why do you make the difference in the value
specified in your answer to the last cross inter-
rogatory?

Ans

I don't think the one third with the other two
thirds encumbered would be worth as much as
if I had the control of the whole thing. - The
reason is that if I owned the whole amount I
could control the whole, and if I owned one
third, other parties would hold the ballance of
of power. That's all the reason I know.

Subscribed and sworn to
before me this 2^d day of
October A.D. 1862,

Harry Fox.

Jos Scott,

Master in Chancery of the
Superior Court of Chicago.

And afterwards to wit: on the tenth day of October
in the year aforesaid the following Decree was
made and entered of Record in said Court.
in this Cause, to wit.

In the Superior Court of Chicago
In Chancery

Isaac Cook

vs.
John G. Bay, executor of Henry G. Bay
deceased, Edgar T. Bay a minor
who appears & defends by his Guardian
ad litem A. P. Hawley, Daniel T.
Wood, John J. Bay, Loren G. Buttle
Martin Dodge, Peter H. Bigelow } Will.

And now at this day comes the
complainant by his solicitor Burgess and
the defendants by their solicitors Storr &
Marsh & the said minor by his Guardian
ad litem also comes -

And it appearing to the Court that the
said defendant Martin Dodge was duly
served with process in this cause returnable
to the June Term of this Court AD 1861 &
that upon affidavit filed of the non residence
of the said defendant Loren G. Buttle &
Peter H. Bigelow due notice of pendency
of this suit was given to them for sixty
days by publication thereof in a newspaper
published in this County before the September
Term AD 1861 - and the said defendants
though solemnly demanded come not nor
any one for them.

It is on motion of the complainant

Solicitor ordered that the bill of Complaints
in this cause as amended, is taken as
confessed against them

And now this cause is brought on
to be heard, upon the bill of Complaints herein
as amended, taken as confessed against said
Dodge Bigelow & Butte the answers of the
Defendants Daniel J. Wood, & John G. Bay, &
Edgar J. Bay, by his guardian & the
replikations thereto & the proofs exhibits
& depositions in the cause,

And it appearing to the Court from the
evidences in the cause that on the twelfth
day of March in the year of our Lord one
thousand eight hundred & fifty, Daniel J.
Wood, as principal and John McFall &
Thomas E. Hemilton & the said Defendants
Loren G. Butte, Peter H. Bigelow, Martin
Dodge & the said Henry B. Bay then in
life since deceased, as his sureties executed
and delivered to the said Complainants their
certain bond or writing obligatory dated
that day, and did thereby acknowledge
themselves to be held and firmly bound unto
the said Complainants then being Sheriff of
the County of Cook in the penal sum of
ten thousand Dollars with the condition reciting
that the said Wood had been by said
Complainants appointed Deputy Sheriff of
said County of Cook therefor if the said

Wood should as such deputy Sheriff as aforesaid
 faithfully discharge all the duties required
 of him as such deputy Sheriff & should
 save said Complainants from all costs &
 damages on account of or by reason of any
 or all acts of said deputy as such deputy
 or by color of his said office then that
 obligation to be void otherwise to remain
 in full force - that afterwards and on the
 twentieth day of August in the year one
 thousand eight hundred fifty the said
 Henry B. Bay purchased from Joseph Smith
 then the owner in fee thereof certain lands
 and premises mentioned in said Bill, situate
 in said County and described as follows to
 wit: The West half of Lot Number five (5)
 in Block Number eighty one (81) in the school
 section addition to Chicago - and paid him
 therefor with the property means & effects
 of him the said Henry B. Bay and he the
 said Henry B. Bay thereupon having thus
 paid the consideration price of said lands
 and premises became & was entitled to a
 deed thereof conveying the same to him in
 fee simple - but that the said Henry B.
 Bay with the intent to defraud the said
 Complainants caused the said lands and
 premises to be conveyed by the said Joseph
 Smith to his son Edgar J. Bay then an
 infant of tender years and the said Joseph

Smith did on that occasion solely for the consideration thus paid to him by said Henry B. Bay convey the said Lands and premises to the said Edger J. Bay in fee by the deed in evidence in this cause of that date. That on or about the 21st day of November A.D. 1851 suit was instituted in the Cook County Circuit Court by the said Complainant upon the said bond against the said obligors - for breaches of the said condition thereof assigned in the Declaration in said Law Suit in which such proceedings were afterwards had that on the thirtieth day of May one thousand eight hundred and fifty seven said Complainant recovered a judgment against the said Daniel T. Wood, Loren S. Butte, Martin Dodge, Peter H. Rydman & Henry B. Bay (who had been duly served with process therein) - impleaded with Thomas E. Hamilton & survivors of John McFall then deceased - for ten thousand dollars debt the penalty of said bond to be satisfied on the payment of fifty three hundred and eighty two dollars & Seventeen cents assessed for the damages sustained by said Complainant by occasion of the breaches aforesaid - interest thereon & costs of suit on which judgment execution was duly sued out on the 12th day of June 1857 & returned unsatisfied by the Sheriff of

said County.

And it further appearing to the Court, that on the thirtieth day of January in the year one thousand eight hundred & sixty the said Henry B. Bay being the owner of one kind of two dredging Machines then lying in the Chicago River and called respectively the "Red Bird" and "Black Hawk" with their tackle apparel boats machinery furniture & appurtenances with the intent to hinder & delay his creditors in the collection of their just demands against him fraudulently sold the same to the said John S. Bay and with that intent made the bill of sale to said John S. Bay in evidence in this cause that said Henry B. Bay departed this life on or about the tenth day of March 1860 having made and published his last will & testament thereby appointing the said John S. Bay his sole executor and devising said Lands & premises to his said Son Edgar J. Bay which will hath been duly admitted to Probate in the County Court of said County of Cook and letters testamentary issued thereon to said John S. Bay; that the said Edgar J. Bay is the son & sole heir at law of said Henry B. Bay; that the personal property of said estate is insufficient to pay the debts against the same and that the said estate is from the records of said County Court

insolvent, and unable to pay the debts, proved up against the same, without a sale of said real estate. —

It is therefore ordered, adjudged & decreed — that the said conveyance of the said lands and premises from said Joseph Smith to said Edgar T. Bay was & is fraudulent as to the said Complainants — and that the said Edgar T. Bay took & the legal title to the same under such conveyance in trust for the said Henry B. Bay and his creditors and now holds the same upon such trust and that the same is liable to be & should be sold for the payments of the said judgments so recovered by the said Complainants in the said Circuit Court against the said Henry B. Bay & others as herein above set out — and that the said sale of said third part of said Dredging Machines by said Henry B. Bay to said John S. Bay was & is fraudulent & void as to said Complainants and is as to him set aside & declared a nullity. —

It is therefore further ordered and decreed that the said Defendants Daniel T. Wood, Martin Dodge, Peter H. Bigelow & Loren S. Putter & the said John S. Bay as such executor as aforesaid in due course of administration pay to the said Complainants the sum of seven thousand one hundred and seventeen dollars & ninety one cents — the amount of

said damages with interest thereon from the rendition of said judgment to this day & the costs of this suit to be taxed

And that the said John J. Bay within five days after service of a certified copy of this decree upon him appear in person before Sa Scott Esq. Master in Chancery of this County and assign transfer and deliver over to him under oath the said one third of said dredging machines with their boats apparel tackle furniture machinery & other appurtenances as acquired by him under said bill of sale - and that said Master take the possession thereof and that said John J. Bay deliver them in the like plight & condition as at when he received them ordinary wear & tear alone excepted.

And it is further ordered that the said Sa Scott be and he is hereby appointed special commissioner to sell the said real estate & one third of said dredging machines - and that unless the said Defendants or some of them shall sooner pay the sum of money above found to be due & costs of this suit that he proceeds to sell the said personal property & real estate at the North Door of the Court House in the City of Chicago to the highest bidder for cash in hand after giving twenty days notice of the time place & terms of such sale with a brief description of the

property to be sold in some newspaper
published in the City of Chicago or so much
thereof as will be necessary to satisfy the
said sum of money interest & costs -

That out of the proceeds of such sale he
pay first his own fees commissions and
disbursements - secondly the costs of this suit
& thirdly the said amounts above found to be
due or so much thereof as the same will
pay to the complainant or his solicitor and
if any surplus remain that he bring the
same into court, ^{to abate the figure over after costs} that at such sale any
of the parties to this suit be at liberty to
bid - and that upon such sale the said
Master make execute & deliver to the purchaser
or purchasers thereof a deed or deeds of the
premises so sold - and that the said
Edgar J. Bay & John J. Bay as such
executors as aforesaid join in the conveyance
of the said premises so to be made by
the said Master - upon said sale and if
they neglect or fail so to do for the space
of two days then that the said Scott be and
he is hereby appointed special commissioner
to execute the same for them on their behalf -
And the said deed or deeds when so made
is hereby declared to be a perpetual bar
^{both at} to that law & in equity of & to all rights
title claim or estate of the said Edgar J.
Bay in & to said premises or such part

thereof so sold & conveyed as aforesaid -
and he and all persons claiming under him
from the commencement of this suit are
hereby perpetually enjoined & restrained from
setting up or insisting upon any title as
the heir of or otherwise claiming under said
Henry B. Bay to the said premises adverse
to the title acquired under this decree and
it is further ordered that the said John S.
Bay, Edgar J. Bay and all persons who
since the commencement of this suit have
come into the possession of said premises
or any part thereof under them quit and
surrender the possession of the same peaceably
to the purchaser thereof at such sale on the
production to them of the Masters deed and
a certified copy of the order of the Court
confirming the said sale & that the
Master report his doings & bring under
this decree & be at liberty to apply for
further directions. -

And afterwards to wit on the
twentieth day of November in the
year aforesaid the Complainant
filed in the office of the Clerk
aforesaid a certain Certificate
of evidence in the words and
figures following to wit.

In the Superior Court of Chicago
In Chancery
Isaac Cook

John J. Bay et al

Be it
remembered that at the hearing
of this cause the Complainant
introduced and read in
evidence

1st The Depositions of the Witnesses
Joseph Smith & Benjamin Skinner
& Nancy Fox taken & on file
in this cause & the Exhibits filed
thereunto.

2nd The deed from said Joseph
Smith to Edgar J. Bay men-
tioned in his deposition and

recorded in the records
office of said County in
Book of deeds page.

3^d The stipulation of the parties
filed in this case the 8th day of
October 1852 and the bill of
sale from Henry B Bay to
John S Bay referred to therein.

4th From the records of the
Circuit Court of Cook County
the judgment of record of the case
of Isaac Cook Plaintiff against
Daniel T Wood forin by Butler
Martin Dodge, Peter A Bigelow,
Henry B Bay impleaded with
Thomas B Hamilton & survivors
of John M. Fall deceased & the
Execution, & order of Supreme Court
filed therein.

5th The Will of Henry B Bay deceased
and the proceedings for its
probate thereof in the County
Court of Cook County.

6th The inventory & appraisement
bill of the Estate of said Henry
B Bay filed in the Probate Court.

7th The claim filed by Isaac Cook
the Complainant against said
Estate in & the allowance thereof
by said probate Court.

8th The Notice for the presentation
of Claim & proofs in Probate
Court.

9th The bond from said Daniel
J Wood and Miram B Bay &
others as his sureties to Isaac
Cook dated the 12th March 1850

In Witness whereof the
Chief Justice of said Court before whom said hearing
was had have hereto set my hand
& seal this 20th day of
October A.D. 1862

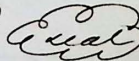
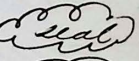
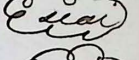
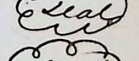
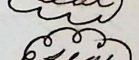
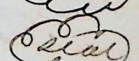
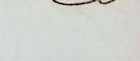
John M Wilson *Just*

Know all men by these presents
 that we Daniel T Wood, John M^c
 Fall, L G Butler, Martin Dodge
 Peter N Bigelow & H B Bay v. T. E.
 Hamilton of the City of Chicago
 in the County of Cook and State
 of Illinois are held and firmly
 bound unto Isaac Cook Sheriff
 of Cook County in the penal
 sum of Ten thousand dollars,
 to be paid to the said Isaac Cook
 and his legal representatives
 for which payment well and
 truly to be ~~made~~ paid we bind
 our and each one his Executors
 and administrators jointly and
 severally firmly by these presents

Sealed with our seals and
 dated this 12th day of March 1850.

Whereas the above bounden
 Daniel T Wood has been appointed
 by said Isaac Cook to the office
 of Deputy Sheriff in and for said
 County of Cook, Now therefore the
 Condition of the above obligation
 is such that if the said Daniel
 T Wood as such Deputy Sheriff as
 aforesaid shall faithfully discharge
 all the duties required of him
 as such Deputy Sheriff and

shall save said Isaac Cook &
his legal representatives harmless
from all costs and damages
on account of, or, by reason
of any and all acts of said
Deputy Sheriff as such Deputy,
or by color of his said office,
then this obligation shall be
void otherwise to remain in
full force and virtue.

David J. Wood 
John W. Hall 
L. G. Butler 
Martin Dodge 
Peter A. Bigelow 
N. P. Day 
J. E. Hamilton 

State of Illinois
Cook County ss

I Thomas B
Carter, Clerk of the Superior Court
of Chicago within and for said
County and State of Illinois do hereby
certify the above and foregoing to be a
full true and complete Transcript
of all the papers on file, and
all orders and decrees entered
of Record in the Case wherein
Isaac Cook was Complainant &
Edgar T Bay, Daniel Wood Iron
& Butler Martin Dodge P A Bigelow,
John B Bay Executors of the last will and
testament of Henry B Bay deceased
defendants.

In testimony whereof I hereunto
set my hand and affix the
Seal of said Court of Chicago
in the said County of Cook
this 24th day of November
A D 1862.

Thomas B Carter clk.

This Indenture, Made this twentieth day of August in the year of our Lord One Thousand Eight Hundred and ~~six~~ fifty. BETWEEN Joseph Smith of the City of Chicago County of Cook State of Illinois party of the first part, and Edgart Bay of the place aforesaid party of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of Twelve hundred Dollars,

in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part forever released and discharged therefrom, has granted, bargained, sold, remised, released, conveyed, aliened and confirmed, and by these presents do grant, bargain, sell, remise, release, convey, alien and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described lot, piece, or parcel of land, ~~situate in the County of~~ and State of ~~and known and described as follows, to wit:~~

The West half of lot number five in Block No Eighty one (81) in the School Section addition to the original town (New City) of Chicago (now bounded southerly on frontly Monroe Street, north westerly by lot number four (4) in said Block Eighty one (81) and westerly by saw lot number six (6) in said Block Eighty one (81)

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof: and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances. To HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns FOREVER.

And the said Joseph Smith party of the first part, for himself, his heirs, executors and administrators, do covenant, grant, bargain and agree, to and with the said party of the second part, his heirs and assigns, that at the time of the ensembling and delivering of these presents, he is well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple: and has good right, full power, and lawful authority to grant, bargain sell and convey the same, in manner and form aforesaid: and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of what kind and nature soever: and the above bargained premises, in the quiet and peaceable possession of the said party of the second part his heirs and assigns, against all and every other person or persons lawfully claiming or to claim the whole or any part thereof the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

And the said Edgart Bay party of the first part, hereby expressly waive and release any and all right, benefit, privilege, advantage and exemption under or by virtue of any and all Statutes of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise, and especially under the Act entitled, "An Act to Exempt Homesteads from sale on execution," passed by the General Assembly of the State of Illinois, A. D. 1851, and approved February 11, A. D. 1851, and an Act entitled, "An Act to amend an Act entitled, 'An Act to Exempt Homesteads from sale on execution,'" passed by said Assembly, A. D. 1857, and approved February 17, A. D. 1857.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Edgart Bay

Joseph Smith



COUNTY, } SS.

I, Samuel I. Lowe a Justice of the Peace
in and for said County, in the State aforesaid, do hereby certify, That Joseph Smith
personally known to me to be the same person... whose name...
subscribed to the foregoing WARRANTY DEED, appeared before me this day in person, and acknowledged that he signed, sealed
and delivered the said instrument of writing, as... his... free and voluntary act, for the uses and purposes therein set forth.
And the said... wife of the said
... having been by me examined
separate and apart, and out of the hearing of... husband, and the contents and meaning of the said Deed
having been by me made known and fully explained to... acknowledged that... had freely and voluntarily
executed the same, and relinquished... dower, and all right, title and interest to the lands and tenements therein
mentioned, and expressly waived and released all right, claim, benefit, privilege, advantage and exemption under any and all
Homestead Exemption Laws, so called, without the compulsion of... said husband, and that... do not
wish to retract the same.

Given under my hand and... seal this twentieth day of
August A. D. 1860 S. I. Lowe, Just. Peace. (S)

WARRANTY DEED.

FROM

TO

STATE OF ILLINOIS, } No. 29244
Cook COUNTY. }

This Instrument was filed for Record
on the 20th day of March
A. D. 1861, at the hour of _____
o'clock _____ M., and duly recorded in
Book 40 of Deeds at
Page, 378 379.

Clerk of Circuit Court and Ex-Officio Recorder.

United States of America
 State of Illinois
 County of Cook

Memorandum
 ss.

Now 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, at a special term thereof begun and held at the Court House in the City of Chicago in said County on the second Monday (being the fourteenth day) of February in the year of our Lord one thousand eight hundred and fifty nine, and of the Independence of the United States the Eighty third, in pursuance of an order made and entered of record at a former term of said Court to wit:

"Ordered that a special Term of the Circuit Court of said Cook County, for the trial of civil and criminal causes, be and the same hereby is appointed to be held at the Court House in the City of Chicago on the second Monday of February next, being in the year one thousand eight hundred and fifty nine. And it is further ordered that the Clerk certify the Supervisors of said County of the appointment of said term, with a request that the said Supervisors cause Jurors to be summoned to attend upon said

terms as required by law"

Present. The Honorable George Manisroe, Judge
of the 7th Judicial Circuit Illinois.
Carlos Lavin States Attorney.
John Gray Sheriff of Cook County,
Attest William L. Church Clerk.

Be it remembered that heretofore, to wit:
on the 21st day of November A.D. 1857. There
issued out of and under the seal of the Circuit
Court of Cook County. The People with of sum-
mons, which said writ with the Sheriff's return
thereon endorsed is in the words & figures following
to wit:

State of Illinois
Cook County
The People of the State of
Illinois to the Sheriff of said County. Greeting:
We command you, that you summon Daniel
J. Wood, John McFall, Lewis G. Butler, Martin
Dray, Peter H. Bigelow, H. B. Bay & Thomas
C. Hamilton, if they shall be found in your County
personally to be and appear before the Circuit
Court of said County, on the first day of the next

term thereof to be holden at the Court House
in Chicago, in said County, on the first Monday
of December next. to answer unto Isaac Cook
in a plea that they tender to the said Cook
the sum of ten thousand dollars which they owe
to & unjustly detain from him. to the dam-
age of said plaintiff as he says, in the sum of
fifteen thousand dollars.

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

Witness Louis D. Howard, Clerk
of our said Court, and the
Deputy Sheriff, at Chicago
this 21st day of Nov. Anno
Domini 1837.

L. D. Howard Clerk

Served by reading to Daniel D. Wood, John
McFall, David E. Butler, Martin Lodge,
J. H. Bigelow, W. B. Bay Nov 21 1837.
Thomas C. Hamilton cannot be found
Thos Church Sheriff
By Mich Regan Deputy

And afterwards, to wit: on the day and year
last aforesaid there was filed in the office of
the Clerk of said Court a certain Declaration
in the words of figures following, to wit:

State of Illinois } Of the December Term in
 Cook County sp. } the year of our Lord One
 thousand eight hundred and fifty one
 Circuit Court of Cook County.

Isaac Cook late Sheriff of said Cook County, Plaintiff in this suit by Sudd and Wilson his Attorneys complains of Daniel T Wood, John Mc Fall, Lorin S. Nuttle, Martin Dodge, Peter H. Bigelow, H. B. Bay and J. E. Hamilton Defendants in this suit of a plea, that they render to the said Plaintiff the sum of Ten Thousand Dollars which they owe to and unjustly detain from him: For that whereas the said Defendants here before to wit: on the twelfth day of March in the year of our Lord one thousand eight hundred and fifty at the City of Chicago in said County of Cook and State of Illinois by their certain writing obligatory sealed with their seals and now shown to the Court here the date whereof is the day and year last aforesaid, acknowledged themselves to be held and firmly bound unto said Plaintiff by the name style description title and addition of Isaac Cook Sheriff of Cook County in the sum of ten thousand dollars above demanded to be paid to the said Isaac Cook and his legal representatives when they the said Defendants should be therunto afterwards requested, which said writing

obligatory was and is subject to a certain condition
thereunder written to the effect following that is to
say: "Whereas the above bounden Daniel T Wood
has been appointed by said Isaac Cook to the
Office of Deputy Sheriff in and for said County
of Cook. Now therefore the condition of the
above obligation is such that if the said Daniel
T Wood as such Deputy Sheriff as aforesaid
shall faithfully discharge all the duties required
of him as such Deputy Sheriff and shall save
said Isaac Cook and his legal representatives
harmless from all costs and damages on account
of or by reason of any and all acts of said Deputy
as such Deputy or by color of his said Office, then
this obligation shall be void, otherwise to remain in
full force and virtue"

Yet the said Plaintiff in fact saith, that after the
making of the said bond and while the said
Daniel T Wood was Deputy Sheriff as aforesaid
he did not in all things during the continuance
of his said appointment faithfully discharge
all the duties required of him as such Deputy
Sheriff and did not save said Isaac Cook
late Sheriff as aforesaid harmless from all costs
and damages on account of and by reason of
said any and all acts of said Deputy as such
Deputy and by color of his said Office, but on
the contrary after the making of the said bond

and while the said Daniel T Wood was Deputy Sheriff as aforesaid to wit: on the seventeenth day of May in the year of our Lord one thousand eight hundred and fifty a judgment was recovered in the Cook County Court of Common Pleas in favor of William B Clapp and against Joseph Johnston for the sum of Three Hundred and Eight Dollars and twenty cents and Five Dollars costs upon which judgment an execution was issued out of said Cook County Court of Common Pleas directed to the Sheriff of Cook County to execute And the said Plaintiff further saith that the said Defendant Daniel T Wood as Deputy Sheriff as aforesaid received the said Execution and by virtue of the same to wit on the first day of August in the year of our Lord One thousand eight hundred and fifty one collected and received the full amount of said judgment and costs from the said Joseph Johnston Defendant in said Execution as aforesaid which said sums of money he the said Daniel T Wood Deputy Sheriff as aforesaid failed neglected and refused to pay over. And the said Plaintiff further saith, that on the seventh day of November in the year of our Lord One thousand eight hundred and fifty one a motion was made in said Court of Common Pleas for an order to compel said Isaac Cook late Sheriff as aforesaid to pay the money so collected by said Wood Deputy

Sheriff as aforesaid and interest thereon to said William B Clapp Plaintiff in said execution as aforesaid and thence afterwards to wit on the day and year last aforesaid such proceedings were had in said matter that the said plaintiff to wit Isaac Cook late Sheriff as aforesaid was ordered to pay over to said Plaintiff in said execution mentioned to wit to William B Clapp the the balance of the money so collected by the said Defendant Wood Deputy Sheriff as aforesaid with interest at the rate of twenty per cent per annum from the time of collection until the same is paid. And said Plaintiff further saith that said balance with twenty per cent per annum thereon as aforesaid amounted on the said seventh day of November in the year of our Lord one thousand eight hundred and fifty one to One hundred and forty six dollars and sixty cents And the said Plaintiff further saith that upon the entry of the said order upon the record of said Court of Common Pleas and upon notice thereof he did pay over to the said William B Clapp the sum of One hundred and forty six Dollars and sixty cents the balance due on the said judgment. And for assigning a further breach of the condition of said Bonds according to the form of the Statute in such case made and provided said Plaintiff saith that the said

Daniel J Wood Deputy Sheriff as aforesaid after the making of his said bond and during his continuance in office as Deputy Sheriff as aforesaid did not in all things faithfully discharge all the duties required of him as such Deputy as aforesaid and did not save said Cook late Sheriff as aforesaid harmless from all costs and damages on account of or by reason of all acts of said Deputy as such Deputy or by color of his said office, but on the contrary after the making of the said bond and while the said Daniel J Wood was Deputy Sheriff as aforesaid the said Plaintiff being Sheriff of said County of Cook during the year of our Lord Eighteen Hundred and Fifty and ex officio Collector of State and County taxes assessed for the year Eighteen Hundred and Forty Nine, the list of taxes for the year last aforesaid and also the list of taxes for the year Eighteen Hundred and Forty Six, Eighteen Hundred Forty seven and Eighteen Hundred and Forty Eight and Eighteen Hundred and Forty Nine duly assessed was delivered to him said Plaintiff as such Collector for collection and afterwards to wit on the twelfth day of April in the year Eighteen Hundred and Fifty he said Plaintiff collector as aforesaid delivered to said Defendant Wood as Deputy Sheriff as aforesaid a large amount of said

taxes to wit Six thousand four hundred and forty Dollars and thirty five cents to be collected or returned to him paid Plaintiff as Sheriff as aforesaid.

And the said Plaintiff avers, that said Defendant Daniel J Wood collected the said last mentioned sum of money for taxes as aforesaid as Deputy Sheriff as aforesaid and that he has neglected and refused and still does neglect and refuse to pay said sum or any part thereof to said Plaintiff as Sheriff as aforesaid.

And the said Plaintiff further avers that as Sheriff as aforesaid he said Plaintiff accounted for and fully paid said taxes so collected by said Wood as aforesaid to the said County of Cook and said State of Illinois according to the amount due said County and State respectively according to the assessment aforesaid. And for assigning a further breach of the condition of said bond according to the form of the Statute in such case made and provided said Plaintiff says that the said Daniel J Wood after the making of his said Bond and during his continuance in office as Deputy Sheriff as aforesaid did not in all things faithfully discharge all the duties required of him as such Deputy as aforesaid and did not save said Cook late Sheriff as aforesaid harmless

from all costs and damages on account of or by reason of all acts of said Deputy as such Deputy or by color of his said office but on the contrary of making of his said bond and while the said Daniel T Wood was Deputy Sheriff as aforesaid the said Plaintiff being Sheriff of said County of Cook during the year Eighteen Hundred and Fifty and ex officio Collector of State and County Taxes assessed for the year Eighteen Hundred and Forty Nine the list of taxes for the year last aforesaid duly assessed was delivered to him the said Plaintiff as such Collector for collection and afterwards to wit on the twenty second day of July in the year Eighteen Hundred and Fifty he said Plaintiff Collector as aforesaid delivered to said Defendant Wood as Deputy Sheriff as aforesaid a large amount of said taxes the four hundred and fifty one Dollars and twenty two cents to be collected and paid to said Cook or to return to him said Plaintiff as Sheriff as aforesaid And the said Plaintiff avers that said Defendant Daniel T Wood collected the said sum of money for taxes as aforesaid as Deputy Sheriff as aforesaid and that he has neglected and refused and still does neglect and refuse to pay said sum or any part thereof to said

Plaintiff as Sheriff as aforesaid.

And the said Plaintiff further avers that as Sheriff as aforesaid he said Plaintiff accounted for and fully paid said taxes so collected by said Wood as aforesaid to the said County of Cook and said State of Illinois according to the amounts due said County and State respectively according to the assessment aforesaid.

By reason of which said breach the said writing obligatory has become forfeited and thereby an action hath accrued to the said Plaintiff, to have and demand of and from the said Defendant the said sum of Ten Thousand Dollars above demanded. Yet the said Defendants have not although often requested so to do as yet paid the said sum of money above demanded or any part thereof but hitherto have wholly neglected and refused so to do and still do refuse to pay the same or any part thereof to the damage of said Plaintiff of Ten Thousand Dollars and therefore he brings this suit &c.

Judd S. Wilson

Atty for Plaintiff

Know all men by these Presents that we Daniel T. Wood, John McFall, L. S. Butler, Martin Dodge, Peter H. Siglow and W. B. Ray and J. E. Hamilton of the City of Chicago

in the County of Cook and State of Illinois are held and firmly bound unto ~~unto~~ Isaac Cook Sheriff of Cook County in the penal sum of Ten Thousand dollars to be paid to the said Isaac Cook and his legal representatives for which payment well and truly to be paid we bind our and each one his executors and administrators jointly and severally firmly by these presents.

Sealed with our seals and dated this 12th day of March 1850.

Whereas the above bounden Daniel T Wood has been appointed by said Isaac Cook to the Office of Deputy Sheriff in and for said County of Cook Now therefore the condition of the above obligation is such, that if the said Daniel T Wood as such Deputy Sheriff as aforesaid shall faithfully discharge all the duties required of him as such Deputy Sheriff and shall leave said Isaac Cook and his legal representatives harmless from all costs and ~~charges~~ damages on account of or by reason of any and all acts of said Deputy as such Deputy or by color of his said office, then this obligation shall be void otherwise to remain in full force & virtue.

Daniel T Wood (read)

John McFall (read)

L. G. Butler (read)

Martin Dodge (read)

Peter H. Bigelow (read)

H. B. Bay (read)

J. E. Hamilton (read)

in the County of Cook, and State of Illinois are held and firmly bound unto ~~unto~~ Isaac Cook Sheriff of Cook County in the penal sum of Ten Thousand dollars to be paid to the said Isaac Cook and his legal representatives for which payment well and truly to be paid we bind our and each one his executors and administrators jointly and severally firmly by these presents.

Sealed with our seals and dated this 12th day of March 1850.

Whereas the above bounden Daniel T Wood has been appointed by said Isaac Cook to the Office of Deputy Sheriff in and for said County of Cook Now therefore the condition of the above obligation is such, that if the said Daniel T Wood as such Deputy Sheriff as aforesaid shall faithfully discharge all the duties required of him as such Deputy Sheriff and shall pave said Isaac Cook and his legal representatives harmless from all costs and ~~charges~~ damages on account of or by reason of any and all acts of said Deputy as such Deputy or by color of his said office, then this obligation shall be void otherwise to remain in full force & virtue.

- Daniel T Wood (seal)
- John McFall (seal)
- L. G. Butler (seal)
- Martin Dodge (seal)
- Peter H. Bigelow (seal)
- H. B. Bay (seal)
- J. E. Hamilton (seal)

And afterwards, to wit: on the 11th day of November A.D. 1854. there was filed in the office of the Clerk of said Court, a certain demurrer to amended Declaration, in the words of figures following, to wit:

Daniel O. Wood	}	Cook County Circuit Court
John G. Butler		of October Vacation Term
Martin Dodge		to wit. Nov 11 th A.D. 1854.
P. H. Bigelow		
Henry B. Bay		
Jurors of McFall		
impleaded with		
Thomas C. Hamilton		
ad		
Isaac Cook	}	

And the said Defendants, Wood, Butler, Dodge, Bigelow Bay, L. J. Larned and Durwell their attorneys come and defend vs. And crave eyes of the said writ being obligatory and execution and the same is read to them. " Know all Men by these presents that the Daniel O. Wood, John McFall, L. G. Butler, Martin Dodge, Peter C. Bigelow & H. B. Bay & T. C. Hamilton of the City of Chicago in the County of Cook, and State of Illinois are held and firmly bound unto Isaac Cook, Sheriff of Cook County,

in the several sums of of Ten thousand Dollars, to be paid to the said Deane Cook and his legal representatives for which payment well and truly to be paid he binds and each one his Executors and administrators jointly and severally firmly by their presents.

Sealed with our seals and dated this 12th day of March 1850.

Whereas the above bounden Daniel C. Hood has been appointed by said Deane Cook to the office of Deputy Sheriff in and for said County of Cook. - Now therefore the condition of the above obligation is such, that if the said Daniel C. Hood as such Deputy Sheriff as aforesaid shall faithfully discharge all the duties required of him as such Deputy Sheriff & shall save said Deane Cook & his legal representatives harmless from all costs and damage on account of or by reason of any and all acts of said Deputy as such Deputy or by color of his said office then this obligation shall be void, otherwise to remain in full force & virtue.

Daniel C. Hood Seal
John McFall Seal
L. S. Butler Seal
Martin Lodge Seal
John H. Singleton Seal
H. B. Day Seal
S. C. Hamilton Seal

And say that the said Amended Declaration and the matters therein contained in manner and form as the same are above stated and set forth are not sufficient in law for the said Plaintiff to have or maintain his aforesaid action thereof against the said Defendants are not bound by Law to answer the same. And that they are ready to verify, wherefore by reason of the insufficiency of the said Amended Declaration in this behalf the said Defendants pray judgment and that the said Plaintiff may be barred &c.

Linnard & Farwell

Attys for above named Defs.

And the Plff joins in Answer

Dempsey for Plff.

And afterwards, to wit, on the 29th day of March A.D. 1858. there was filed in the office of the Clerk of said Court. Certain pleas in the roots & figures following, to wit:

State of Illinois
Cook County
Cook Circuit Court
March Term AD 1838.

D. J. Wood, Loren G. Butler
Martin Dango, Peter W. Bigelow
W. B. Bay, Summons of
John McFall impleaded
with C. Hamilton
vs. Isaac Cook.

And the said above named defendants
by Larned & Farwell their Attorneys, Come and
defend the wrong and injury, when &c. and
as to the said writing obligatory in the said
first branch of said declaration mentioned, say
that the said supposed writing obligatory is not
their debt, and of this they put themselves upon
the Country.

And the said
Bungey for Riff

By their Attorneys
Larned & Farwell

And for a further plea to the said first
assigned branch in said declaration set forth
by leave of the Court &c. the said defendants say
that they now because they say that the said Daniel
J. Wood while such Deputy Sheriff did in all
things during the continuance of his said
appointment, faithfully discharge all the duties
required of him as such Deputy, and did save

4v

The said Isaac Cook handles from all parts
 and damages on account of and by reason of
 and all acts of the said Wood as such.
 He puts by color of his office and did
 not receive, or fail, neglect or refuse to pay over
 the sum of \$300⁰⁰ and \$ 5. costs or any other
 sum upon an execution issued out of the Cook
 County Court of Common Pleas upon a
 Judgment recovered in said Court by William
 B. Clapp vs Joseph Johnson on the 17th day
 of May A.D. 1850. as in said first breach in
 said declaration assigned, alleged, and of this
 they put themselves upon the Country.

By their Atty

of the pff doth the lib
 George J. Hoff. James S. Powell

And for a further plea to the said first assigned
 breach in said declaration set forth by leave of
 Court &c. the said Defendants say actio non,
 because they say that the said Daniel C. Wood
 Deputy Sheriff as aforesaid, in manner and
 form as aforesaid, did not receive or fail neglect
 or refuse to pay over the sum of \$300⁰⁰ & 5.
 Costs or any other sum upon an execution issued
 out of the Cook County Court of Common Pleas
 upon a Judgment recovered in said Court by

William B. Clapp & Joseph Johnston on the 17th day of May 1830. as in said first branch assigned in said Declaration, is alleged, and of this they put themselves upon the Country.

And the Off doth the like By their Attorney
Barnes proff. James Farwell

1.7

59)

And afterwards to wit on the 30th day of ~~May~~ ^{May} A. D. 1830. said day being one of the days of the April ~~trial~~ ^{trial} Term of said Court, the following among other proceedings now had and intended to be had in said Court, to wit:

14
18
7
2

~~James Farwell~~

~~James Farwell~~

~~David S. Wood, Loring~~

~~Butler, Martin Dodge~~

~~Peter H. Butler et al vs Ray~~

~~Survivor of John Farwell~~

~~impleaded with Thomas C. Smith~~

~~On this day again came the said Plaintiff by J. S. Barnes Esq. his Attorney, and the said Defendants impleaded to by James~~

Isaac Cook

debt

D. J. Wood, J. McFall,
L. G. Butler, Martin Lopez
P. H. Bigelow, W. B. Bay
and C. E. Hamilton

This day comes the said
Plaintiff by James H. Purges his attorney
and the Defaulter of the said Defenders D.
J. Wood, L. G. Butler, Martin Lopez, W. B.
Bigelow and W. B. Bay having been true of
fact on the 13th day of April last past taken
and entered of record, and a reference there
had to the Court to assess said Plaintiff's damages
herein, wherefore said Plaintiff ought to have
and recover of said Defendants D. J. Wood, L. G.
Butler, Martin Lopez, P. H. Bigelow and W.
B. Bay in pleasure with C. E. Hamilton his debt
his declaration mentioned to the sum of Ten
Shillings and Dollars, and the Court having
heard the Allegations and proof submitted by
said Plaintiff and being fully advised in
the premises, assess said Plaintiff's damages
herein, by reason of the breach of the condition
of the said bond, assigned in the declaration to
the sum of Fifty three hundred and eighty five Dollars
and seventeen cents. Therefore it is considered that
said Plaintiff do have and recover of said Defendants D.
J. Wood, L. G. Butler, Martin Lopez, P. H. Bigelow

and W.B. Bay, impleaded with J.E. Hamilton his
debt of Ten thousand dollars in favor aforesaid, together
with his costs and charges by him in this behalf expended
and have execution therefor, and that said Execution
be returned satisfied in full upon payment of the
damages aforesaid accrued, with interest and costs.

And afterwards, to wit, on the _____ day of
A.D. _____ there was filed in the office of
the Clerk of said Court a certain notice of
motion to set aside Judgment in the above &
figures following, to wit:

Daniel T. Wood et al
vs
Isaac Cook } Cook County Circuit Court

Please take notice that
at the next term of this Court, to be held at the
Court House in the City of Chicago on the
second Monday of October next on the
opening of the Court or as soon thereafter
as Counsel can be heard, a motion will
be made on behalf of the Defendants a-
gainst whom Judgment was entered in
this suit, that such Judgment and the
execution issued thereon be set aside or for

such other, further or different orders as the Court shall deem meet: which motion will be founded on the records and papers on file in this suit and on the affidavit of which the foregoing is a Copy.

Dated Sept 19th 1857.

Yours or
Dorrick, Jewell & Smith
Attys for Defts.

To
Jm^s T. Burgess Esq
Attys for Plff.

And on the 15th day of June A. D. 1857, there issued out of and under the seal of said Court the Writ of Habeas Corpus Exceution, which said writ with the Sheriff's return thereon entered in in the words of figures following, to wit:

State of Illinois
County of Cook
The People of the State of Illinois to the Sheriff of said County, Greeting:
We Command You, that of the Lands and Tenements, Goods and Chattels of Daniel J. Wood, Lewis G. Butler, Martin Camp, &c.

Bigelow & H. B. Day Implicated with John Mc
Hall & Thomas E. Hamilton Defendants in your
County, you cause to be made the sum of Ten
thousand Dollars debt and five thousand and three
hundred eighty two Dollars and seventeen
cents damages, which together amount to the
sum of fifteen thousand three hundred and
eighty two Dollars and seventeen cents: which
Edna Cook Plaintiff lately in the Circuit Court
of Cook County, at a term thereof begun and
held at Chicago, in said County on the second
Monday of April last past, recovered against
the said Defendants and which by the said
Court was adjudged to the said Plaintiff for
his damages. And also the further sum
of seventeen Dollars and seventy five cents
which was adjudged to the said Plaintiff for his
costs and charges in that behalf expended, where-
of the said Defendants are convicted as appears
by a record: And have you then money ready
to send to the said Plaintiff for his damages
and costs aforesaid, and make return of this
sum with an endorsement thereon in what man-
ner you shall have decreed the same in writing
seven days from the date hereof.

Witness William S. Church, Clerk
of said Court, and the Seal thereof
at Chicago, in said County.

Seal

Isaac Cook

²⁴
Daniel J. Wood, Louis G.
Butler, Martin Doane, H.
Bigelow, Henry B. Day, James
A. McFall, impleaded with
Thomas E. Hamilton

Motion

And now on this day came
out to be heard the motion of the said defend-
ants to open their default entered in said cause
upon affidavits filed, and was argued by
counsel, and the Court being fully advised
in the premises, sustains said motion and orders
the default entered in said cause to be opened
and all subsequent proceedings therein had
set aside at the costs of the defendants, to
which ruling of the Court the said Plaintiff
by his attorney now here, excepts & prays
of the Court here to sign his bill of exceptions
and it is further ordered that he be allowed
ten days to file his bill of exceptions.

And afterwards, to wit, on the 24th day of April
A.D. 1861, there was filed in the office of the Clerk
of said Court a certain copy of Certified Docu-
ment in the words of figures following, to wit:

At a Supreme Court begun and held at
Ottawa on Tuesday the nineteenth day of April
in the year of our Lord one thousand eight hundred
and fifty nine within and for the Third Grand
Division of the State of Illinois.

Present, the Honorable John D. Eaton, Chief Justice

" " " Sidney Bress, Associate Justice

" " " Pinckney H. Walker, Associate Justice

Vacations after April Term, September 20. 1859.

Isaac Cook

vs

Daniel T. Wood, George G. Butler

Martin Dodge, J. F. Bigelow &

J. B. Bay, survivors of John Mc Falls
impleaded with Thomas Hamilton

} Error To Cook

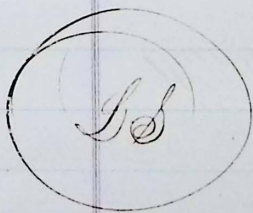
On this day came
again the said parties and the Court having diligently
examined and inspected as well the Record and
proceedings aforesaid, as the matters and things therein
assigned for Error and being now sufficiently ad-
vised of and concerning the premises, are of opinion
that in the Record and Proceedings aforesaid
and in the rendition of the aforesaid, there is
manifest Error; Therefore it is considered by the
Court that, for Error and and others in the Record
and Proceedings aforesaid the judgment of
the Circuit Court setting aside the default

and the judgment thereon and opening the case, be reversed, annulled, set aside and wholly for nothing esteemed and that the original judgment of the Circuit Court in favor of the plaintiff stand affirmed in all things. And it is further considered by the Court that the said Plaintiff in error recover of and from the said Defendants in error their costs by them in this behalf expended and that they have execution therefor.

I, Lorenzo Leland, Clerk of the Supreme Court of the State of Illinois do hereby certify that the foregoing is a true copy of the final order of the said Supreme Court in the above entitled cause of record in my office and that the attached is a true copy of the bill of costs of the plaintiff in error as taxed and recorded in my office.

In testimony whereof I have set my hand and affixed the seal of the said Supreme Court at Ottawa this tenth day of November in the year of our Lord One thousand eight hundred and sixty.

I Leland
Clerk of the Supreme Court



Isaac Cook

vs

Daniel S. Wood et al

} Error to Cook

} Judgt reversed and cause remanded.

Filing record and errors 20. docketing cause 12 1/2	32 1/2
writ of error and filing 10 6/4, sciri facias and filing 10 6/4,	
appearance 25	2. 37 1/2
furnishing and filing 7 copies of printed abstracts 145. 93	145. 93
filing briefs 43 entering argument 25, submission 25	93
under advisement 25, order reversing 25, remanding 25	
filing opinion 6 1/4	81 7/8
entering judgment and opinion 3.50, copy of same 3.50	
certificate & seal 50	7. 50
judgment for costs 25, order for execution 25	
docketing judgment 25, bill of costs 37 1/2 copy 25	1. 37 1/2
execution 50, filing and docketing 18 3/4, Sheriff's return 12 1/2	
postage 9	90 1/4
transcript of Court below 13.50, satisfaction 25	13. 75
Amount	\$ 173. 90.

A true copy from my Fee Book as taxed and recorded therein.

L. Leland, Clerk
By J. H. Leland Depty.

Isaac Cook

vs

Daniel S. Wood

} Error to Cook

} Judgt. Reversed and cause remanded.

Appearance 25, filing and entering pinder 30	55.
filing briefs 43 bill of costs 37 1/2 copy 25, certificate & seal 50 filing and docketing 18 3/4 -	1. 49 1/4
Sheriff's return 12 1/2, docket fee 1.25, satisfaction 25	1. 62 1/2
Amount	\$ 3. 66.

And afterwards to wit: on the 17th day of Feby
 a D 1859 said day being one of the days of the
 February Special Term of said Court, the following
 among other proceedings were had and entered
 of record in said Court to wit:

Isaac Cook

vs
 Daniel J Wood, Levin G. Butler
 Martin Dodge, Peter H. Bigelow
 and H. B. Bay survivors of John McFall
 impleaded with Thomas E. Hamilton

} Debt.

This day again
 comes the said Plaintiff by William J Burgess Esq.
 his Attorney. And the said Defendants impleaded be
 by Larned and Farwell their Attorneys also come and
 the said cause having been by the stipulation of the
 parties heretofore filed therein submitted to the
 Court for trial upon the issues joined and a
 jury waived. And the Court having heard the
 Allegations and proofs submitted and arguments
 of counsel and being fully advised in the premises
 doth find the issues aforesaid for the said
 Plaintiff. Wherefore the Plaintiff ought to
 have and recover of the said Defendants
 Daniel J Wood, Levin G. Butler, Martin Dodge
 Peter H. Bigelow and H. B. Bay survivors of
 John McFall impleaded with Thomas E. Hamil-
 ton his debt of Ten Thousand Dollars in his

said Declaration therein mentioned. And the Court now here assesses the plaintiffs damages by reason of the breach of the Bond first assigned in this said Declaration to the sum of One hundred and thirty seven Dollars and seven cents.

Therefore it is ordered and considered by the Court, that the said plaintiff do have and, re, cover of the said Defendants Daniel T. Wood, Lorin G. Butler, Martin Dodge, Peter W. Bigelow and N. B. Bray survivors of John Mc Fall, impleaded with Thomas E. Hamilton the sum of Ten thousand Dollars his debt aforesaid together with his costs and charges by him in that behalf expended and that he have execution therefor. And that said execution be satisfied upon the payment of One hundred and thirty seven Dollars and seven cents the damages by the Court aforesaid assessed with interest thereon and costs of suit.

State of Illinois,
Cook County.

I, William L. Church
Clerk of the Circuit Court of Cook County
do hereby certify the foregoing to be a true
and correct copy of the Return, Amended
Declaration, Amended Declaration, Order of Judgment, Notice of Motion
to set Judgment aside. The Execution issued on the
Judgment with the Sheriff, returns Return endorsed
the order setting Judgment aside. The certified
order of the Supreme Court reversing order of Cir-
cuit Court of Cook County & Remand my cause.
And the final Judgment entered of Record in
said Court in a certain Cause in which Isaac
Cook was Plaintiff and Daniel P. Wood et al
Defendants.

Witness William L. Church
Clerk of the Circuit Court
of Cook County & the Seal
thereof at Chicago, this 20th
day of November A.D. 1862.
Wm L Church Clk

State of Illinois }
County of Cook } J

D. Laurin O. Hilliard,
Clerk of the County Court of Cook County,
do hereby certify that the within is a true
& correct copy of Letters Testamentary
issued to John P. Bay as Executor
of the Estate of Henry B. Bay de-
ceased, now on file in my office,

In Testimony whereof I
have hereunto set my hand &
affixed the Seal of said Court,
at Chicago, in said County, this
twenty-fourth day of Nov. A.D.
1862

L. P. Hilliard
Clerk

COUNTY COURT }
OF }
COOK COUNTY.

186

ESTATE OF

DECEASED.

LETTERS TESTAMENTARY

- TO -

Execout

186

Clerk.

Recorded in Documentary Records, Book

Page

Clerk

Isaac Cook

vs.

D. J. Wood, J. McFall, S. G. Butten } Debt.
 Martin Dodge, P. H. Bigelow, H.
 B. Bay and J. E. Hamilton }

This day comes the said Plaintiff, by Farnsworth and Burgess, his attorneys, and the default of the said defendants D. J. Wood, S. G. Butten, Martin Dodge, P. H. Bigelow, and H. B. Bay, having been heretofore, to wit: on the 13th day of April last passed, taken and entered of record, and a reference then had to the Court to assess said plaintiff's damages herein, wherefore said plaintiff ought to have and recover of said defendants, D. J. Wood, S. G. Butten, Martin Dodge, P. H. Bigelow and H. B. Bay, impleaded with J. E. Hamilton, his debt in this declaration mentioned, to the sum of ten thousand dollars; and the Court having heard the allegations and proof submitted by said plaintiff, and being fully advised in the premises, assess said plaintiff's damages herein by occasion of the breaches of condition of the said bond assigned in the declaration to the sum of fifty three hundred and eighty-two dollars.

and seventeen cents. Therefore, it is considered that said plaintiff do have and recover of the said defendants, D. J. Wood, S. G. Butler Martin Dodge, P. H. Bigelow and H. B. Bay, impleaded with J. E. Hamilton, his debt of ten thousand dollars, in form aforesaid, together with his costs and charges by him in his behalf expended, and have execution therefor, and that said execution be returned satisfied in full upon the payment of the damages aforesaid assessed, with interest and costs.

State of Illinois }
County of Cook } J.

J. William S. Church
Clerk of the Circuit Court in & for
said County do hereby certify
that the foregoing is a true
transcript of the judgment ren-
dered in said Court in favor
of Isaac Cook and against
D. J. Wood, S. G. Butler Martin
Dodge, P. H. Bigelow H. B. Bay
impleaded with J. E. Hamilton
& survivors of J. McCall on

82.

the 30th day of May 1857 and
the previous proceedings in this
Cause,

(S.S.)

Witness my hand and the Seal
of said Court this
day of October A.D. 1860;

I further certify the
Plaintiff's costs therein taxed at
seventeen Dollars & Seventy five
cents.

W^m L. Church
Clerk

Estate of Henry B. Bay	
To Isaac Cook	Dr.
To Damis in within Judgt	5382.17
Costs	17.75
Int. to date	<u>1248.66</u>
	\$6648.58

Estate of
Henry B. Bay
Claim of
Isaac Cook

Judgt \$5399.95
Filed Jan. 31, 1861

C. B. Farwell
Clerk

Class No 4
allowed April 15, 1861

for \$6,648.58
C. B. Farwell
Clerk

State of Illinois }
County of Cook } J. Lavin P. Williard,

Clerk of the County Court of
Cook County, do hereby certify
that I have compared the
foregoing with judgment &
claims of Isaac Cook in
said cause on file in my
office and that the foregoing
is a true and correct copy
thereof, the placula & proceed-
ings having been omitted at
the request of counsel for both
parties.

In Testimony whereof I
have hereunto set my
hand & affixed the seal
of said court, at Chicago
in said County, this
twenty fourth day of
November A. D. 1862

J. Williard
Clerk

(Will)

83.

In the name of God Amen, I Henry B. Bay of the city of Chicago, County of Cook and State of Illinois of the age of forty one years and being of sound mind and memory do make publish and declare this my last Will and Testament in manner following that is to say.

First. I will and desire that all the Expenses of my last sickness and all of my just debts be first fully paid and satisfied.

Second. I give and devise to my son Edgar Theophilus Bay all my right title and interest in and to the following described Lot of land to wit The west half of Lot number five (5) in Block number Eighty one (81) in School Section Addition to the City of Chicago in the County of Cook & State of Illinois with the two houses thereon and the appurtenances therein to belonging and I desire that my Executor hereinafter named shall keep said above mentioned houses well insured in some good fire insurance company for as great amount as any responsible

insurance company will accept.

Third. I give and devise to Mathias Hoff of the city of Chicago in the county of Cook & State of Illinois all my right title and interest in and to the following described Lot of land to wit: The north half of Lot number Twelve (12) in Block number twenty four (24) in Johnsons Addition to the city of Chicago Cook County State of Illinois, upon condition that the said Hoff shall cancel and deliver up to my Executor one promissory note for the sum of One Hundred Dollars executed by me to the said Hoff dated day of A. D. and due day of A. D.

Fourth. I give and devise to my said son Edgar Theophilus Bay all the residue of my estate of every description - real personal & mixed and will and desire that said personal property be sold by my Executor and converted into money as soon as an advantageous sale thereof can be made.

Fifth. I will and desire that until my said son Edgar Theophilus Bay shall have attained the age of twenty one years a sufficiency of the income from said property and the rents of said houses shall be applied to his education support and maintenance and that the residue of said income (if there shall be any) shall be securely invested for his benefit when and in such manner as maybe most advisable by my Executor.

Seventh. I hereby appoint my brother John S. Bay guardian of my said son Edgar Theophilus Bay.

Lastly. I do hereby appoint my brother John S. Bay sole Executor of this my last will and testament hereby revoking all former wills by me made.

In witness whereof I have hereunto set my hand and seal this the 25th day of January in the year of our Lord one thousand eight hundred and sixty.

H. B. Bay (S.S.)

The above instrument was at the date thereof signed sealed pub-

lished and declared by the said
Henry B. Bayas and for his last
will and testament in presence
of us who at his request and in
his presence and in the presence
of each of us have subscribed
our names as witnesses thereto.

Attest P. J. Stinson
Alfred S. Graham.

State of Illinois }
County of Cook } ss.

J. Laurin P. Hilliard,
Clerk of the County Court of Cook
County, do hereby certify that the
foregoing is a true and correct copy
of the last Will and Testament of
Henry B. Bay, deceased, that said
will has been duly proven and
admitted to record as such, and
is now on file in my office.

In Testimony whereof I
have hereunto set my hand
and affixed the seal of
said court, at Chicago, in
said county, this twenty first
day of November A. D. 1867.

L. P. Hilliard
Clerk

A full & perfect Inventory of the Real & personal Estate, belonging to the Estate of Henry B. Bay, deceased.

Real Estate

The north half of lot Twelve (12) in Block Twenty-four (24) of Johnston's Addition to Chicago, said addition being the East half of the South East quarter of Section Six (6) Township thirty nine Range fourteen East of the third principal Meridian.

The above described real estate was conveyed to said Henry B. Bay by Warranty deed executed by Mathias Hoff & Christina his wife dated & duly acknowledged by them, on the 38th day of September A. D. 1859 & was filed for record on said day & recorded in the Recorder's office of said County in Book 182 of deeds page 341

Said Henry B. Bay in his lifetime informed the undersigned that there was no con-

consideration paid for said deed to
him & that he held the said real
estate in trust for said Hoffr

Personal Estate.

- 1 Horse
- 1 Saddle
- 1 Bridle
- 11 Sheets
- 12 Pillow Slips
- 12 Table Cloths
- 53 Towels
- 1 Feather Bed
- 1 Mattress
- 6 Pillows
- 2 Straw Ticks
- 6 Quilts
- 2 Jack downs
- 1 Hat Stand
- 1 Bureau
- 6 Chairs
- 3 Looking glasses
- 1 Valise
- 2 Baskets
- 2 Coffee Pots
- 1 Tea Pot
- 1 Tin Pail
- 1 Bake Tin

16 Knives
 16 Forks
 1 Spring balance
 1 Carpet Hammer
 4 brooks
 1 Stove
 2 Salt cellars
 1 Stew Kettle

The undersigned has been informed that said Henry B. Bay had some understanding with the Peoples Gas Light & Coke Company of the City of Chicago or some of the parties interested therein by which he was to have a small amount of the stock of said company in case the same should eventually prove successful in consideration of his interest in said company as one of the Original Corporators.

Debts.

Note of John H. Waterman, dated Chicago Sept 19th 1848 payable six months after date with interest for \$265.50

The above note is entirely desperate & worthless.

Note of Augustus Parsons dated Chicago Jan'y 26, 1860 payable one day after date with interest at ten percent per annum for \$1549.50

The above note is desperate & worthless.

Note of William Niemann dated Chicago July 27th 1859 payable nine months after date to O. P. Ingersoll & by him endorsed for \$300.

The above note is supposed to be good but the maker claims that it is paid. Also a small note, amt & date not known, note is lost, against a man named Davis Desperate & worthless.

I do hereby certify that the foregoing is a full and perfect Inventory of all the real & personal estate belonging to the Estate of Henry B. Bay, late of the County of Cook & State of Illinois, deceased,

which has been committed to my superintendance & management, and which has come to my hands, possession or knowledge.

John S. Bay

Administrator

City of Chicago Feby 7th A. D. 1861

State of Illinois
County of Cook Sp.

I, Laurin P. Hilliard, Clerk of the County Court of Cook County, do hereby certify that the foregoing is a true and correct copy of an Inventory of the Real & Personal Estate belonging to the Estate of Henry B. Bay, deceased, now of file and record in my office.

In Testimony whereof I have hereunto set my hand and affixed the seal of said Court, at Chicago, in said County, this twenty-first day of November A. D. 1861

L. P. Hilliard
Clerk

Appraisement Bill of the goods
 Chattels & personal estate of Henry
 B. Bay, deceased.

1 Horse		\$40.00
1 Saddle		8.00
1 Bridle		3.00
11 Shirts	@ 30 ^c	3.30
15 Pillow Slips	" 20 ^c	3.00
12 Table Cloths	" 3/-	4.50
33 Towels	" 1/-	3.88
1 Feather Bed		10.00
1 Mattress		2.50
6 Pillows	@ 8/-	6.00
2 Straw Ticks	" 3/-	.75
6 Quilts	" 6/-	4.50
2 Tuc downs	" 2/-	.50
1 Hat Stand		2.50
1 Bureau		8.00
6 Chairs	@ 8/-	6.00
3 Looking Glasses	" 6/-	2.25
1 Valise		.50
2 Baskets	" 2/-	.50
2 Coffee Pots	" 4/-	.25
1 Tea Pot		.12
1 Tin Pail		.25
1 Cake Tin		.12
16 Knives for		1.25
16 Forks for		1.25

1 Spring Balance		50
1 Carpet Hammer		.10
4 Crocks	@ 25/-	1.00
1 Stove		3.50
2 Salt Cellars	@ 11/-	.25
1 Steer Kettle		.25
		<u>.25</u>
		\$115.82

State of Illinois }
 Cook County } S.S.

We the undersigned having been appointed by the County Court of said County appraisers to appraise the Goods Chattels & Estate of Henry B. Bay deceased do hereby certify that after having first taken the oath or certificate whereof is hereto annexed we proceeded to value and appraise the said Goods Chattels and Estate so far as the same came to sight & knowledge and that the foregoing appraisement bill contains the valuation and appraisement so made by us. Witness our hands and seals this Thirteenth day of February A. D. 1861

N. S. Sherman (Seal)

John O. Hass (Seal)

Wm Pratt (Seal)

State of Illinois }
County of Cook } p.

J. Laurin O. Hilliard,
Clerk of the County Court of Cook
County, do hereby certify that the
foregoing is a true and cor-
rect copy of the Appraisement
Bill of the Estate Goods, Chattels
and personal Estate belonging
to the Estate of Henry B. Bay,
deceased, now on file in
this office.

In Testimony Whereof I
have hereunto set my hand
and affixed the seal of the
said Court, at Chicago
in said County, this
twenty-first Day of
November A. D. 1865.

L. P. Hilliard
Clerk

89, State of Illinois }
County of Cook } p.

We do hereby certify that the annexed notice has been published in the Chicago Daily Post, a public newspaper published & printed in the City of Chicago in said County, for six successive weeks commencing on the 13th Feb. 1861

Jas W. Sheahan }
J. A. Eastman } Publishers
Andre Matteson }

Estate of Henry B. Bay, Deceased. —

Public Notice is hereby given, that the undersigned, administrator of the Estate of Henry B. Bay, deceased, late of the County of Cook, and State of Illinois, has fixed upon the April Term of the County Court of said County, to be holden at the Court house in said County, on the third Monday, being the 15th day of April, A. D. 1861, for the settling and adjusting all claims against said estate.

All persons having claims against said estate are hereby notified and requested to attend

at said term of said Court, for
the purpose of having the same
adjusted.

Feb. 12, 1861

John S. Bay

Administrator &c

State of Illinois }
County of Cook } p.

J. S. Marsh being
duly sworn, according to law,
says that on the 18th day of Feb-
ruary A. D. 1861 he posted up
six notices, (a copy of which is
hereto attached) as follows, viz:

One on the door of the Court House
in said County. One on the door
of Marsh & Kings office in the City
of Chicago in said County. One at
the Pittsburg F. W. & Chicago R. R. Office
in said County. One at C. P. Wolf
J. P.'s office. One at the office
of the Chicago Daily Post. One
at B. J. Millard J. P.'s office.

All of which are public places
in said County.

Sworn to and subscribed } J. S. Marsh
before me, this fifteenth }
day of April A. D. 1861 }

C. B. Starwell

Clerk of the County Court

90 State of Illinois }
County of Cook } p.

J. Laurin P. Hilliard,
Clerk of the County Court of Cook
County, do hereby certify that
the foregoing is a true and cor-
rect copy of a paper now on
file in my office in the
matter of the Estate of
Henry B. Gay deceased.

In Testimony Whereof I
have hereunto set my hand
and affixed the seal of
said Court, at Chicago,
in said County this Twenty-
first Day of November
A. D. 1865

L P Hilliard
Clerk

County Court of Cook County
April Term, Monday April 15th 1861

Bay Henry B. } Adjudication of claim.
Estate of } This day comes into Court John
S. Bay Executor of the Last
Will and Testament of Henry B. Bay
deceased and represents to the Court
that he has fixed upon the present
term of this Court for the settling
and adjusting of all claims against
said estate and prays that a wad-
judication of the same be now had.

And it appearing to the Court by
the proper Certificate that the proper
notice of such adjudication has been
published as by law required and
by the proper affidavit that the
proper notices of the same have
been posted as by law required
it is

Ordered that all persons
having claims against said estate
do now present the same for
adjudication.

And the following claim being
presented to and examined by the
Court and the same appearing to
be just and equitable it is

Ordered

91.

that it be allowed and classified
as follows to wit:

Class Number Four.

Isaac Cook Judgment^{and} Interest \$6,648.50
and that it be paid in the due
course of Administration.

State of Illinois }
County of Cook } p.

J. Laurin P. Hilliard,
Clerk of the County Court of Cook
County, do hereby Certify that the
foregoing is a true and cor-
rect copy of the Record of the
proceedings of said Court in
the matter of the adjudication of
Claims against the Estate of
Henry B. Bay, deceased, so far as
the same relates to the adjudication
and allowance of the claim of
Isaac Cook against said
Estate.

In Testimony Whereof I have
hereunto set my hand and
affixed the Seal of said
Court, at Chicago, in said
County, this twenty first
Day of November A.D. 1862

L. P. Hilliard
Clerk

Know all men, by these presents,
that we, Daniel J. Wood, John
McC Fall, G. J. Butler, Martin Dodge,
Peter H. Bigelow, H. B. Bay and J. E.
Hamilton, of the City of Chicago,
in the County of Cook and State
of Illinois, are held and firmly bound
unto Isaac Cook, Sheriff of Cook
County, in the penal sum of
ten thousand dollars to be paid
to the said Isaac Cook and his
legal representatives, for which
payment, well and truly to be
paid, we bind our, and each
one his, executors and admin-
istrators, jointly and severally, firm-
ly by these presents.

Sealed with our seals, and dated
this 15th day of March, 1850.

Whereas the above bounden Daniel
J. Wood has been appointed by said
Isaac Cook to the Office of Deputy
Sheriff, in and for said County of
Cook; now therefore, the condition
of the above obligation is such,
that if the said Daniel J. Wood,
as such Deputy Sheriff as afore-
said, shall faithfully discharge

all the duties required of him as such Deputy Sheriff, and shall save said Isaac Cook and his legal representatives harmless from all costs and damage on account of, or by reason of, any or all acts of said Deputy, as such Deputy, or by color of his said Office; then this obligation shall be void, otherwise to remain in full force and virtue

Daniel J. Wood	(S.S.)
John Mc Fall	(S.S.)
E. J. Butler	(S.S.)
Martin Dodge	(S.S.)
Peter H. Bigelow	(S.S.)
H. B. Bay	(S.S.)
J. C. Hamilton	(S.S.)

State of Illinois }
 County of Cook } ss

J. Laurin P. Melhard
 Clerk of the County Court of Cook
 County, do hereby certify that the
 foregoing is a true and correct
 copy of what purports to be
 the recital of a Bond of Daniel
 J. Wood et al. to Isaac Cook, as
 Sheriff of said County, in a

what purports to be a
certified Transcript of the Record
of a judgment rendered in the
Circuit Court of said County
in favor of Isaac Cook, against
Daniel S. Wood et al. and now on
file in this Office.

In Testimony whereof
I have hereunto set my
hand and affixed the seal
of said Court, at my office
in Chicago, in said County
this twenty-first day
of November A. D.
1862.

L P Hilliard
Clerk

Supreme Court of Illinois
 Third Grand Jurors
 John P. Bay, Edgar T. Bay
 + Unwin R. Newley, Messrs
 Ad. Clerk for infant Edgar
 T. Bay

Piffen Error

vs
 George Cook. Deft. Error

And now come the said plaintiff's
 prayer that the usual proceedings aforesaid
 also in the case aforesaid there is manifest
 Error in this Court

1. The conveyance made by Joseph Smith to
 the said Piffen Edgar T. Bay, although the consideration
 was furnished by Henry P. Bay was not fraudulent for
 the reason that there was at that time no indebtedness
 of said Henry P. Bay to the Complainant
2. No Execution ever having been levied, or other
 proceedings used to satisfy the debt of said Piffen
 in violation of the law
3. The decree is against law and equity

And said Piffen Error ask that said decree be reversed

Edwards
 Counsel for Piffen Error

Let the writ of error in this case, be made
a supersedeas upon plaintiffs in error
entering into bond in the penal
sum of Fifteen hundred dollars con-
ditioned according to law with
Joshua S. Marsh as security.
Nov 26 1862.

J. H. Walker
"

No 89

Cool

ads

Praydon

briden

Dec 25 1863

J. H. Walker

In the Supreme Court

N 89

Cook

vs

Mayoral

}

error to Superior Court
of Chicago

And the brief by Donnell his
Attorney comes & says that there is no
error in the said judgment of recordings

W. J. Donnell
Griff

Supreme Court of the new
Third Grand Division

John S. Bay: Urah R. Hawley,
Guardian ad litem for infant
dependent Edgar T. Bay
impetator with Saml Wood et al
Reffo in Error

vs.

Isaac Cook. Nuptial Error

Record

Filed Dec. 4th 1862
L. Leland
Clerk

File \$20.00 paid
by J. L. March 29
per 2/16 2/18 1/3
File Circuit Court
\$7.50 paid by J. March
per 2/16 2/18 1/3
March 29