

No. 13643

Supreme Court of Illinois

Forrest et al

vs.

Frinkham et al

71641  7

STA. 1111 3,

SUPREME COURT,
Third Grand Division.

No. 103.

Forest

1862

13643

Me...

State of Illinois § 55

In the Supreme Court at Ottawa
Of the April Term A.D. 1862

Thomas L. Forrest & }
Philip R. Forrest } Error to Superior
} Court of
} Henry L. Forrest } Chicago
} deceased }

Edward L. Dickinson, John L. Hubler,
Robert L. Fabian, John H. Cole, Rowland
Ellis, Jarretton Jones & Lowell Fletcher

Motion for Sufficient
Abstract.

The defendants John H. Cole
moves the court to rule that
the said complainants do
by some early day to be fixed
by the court, file a further
and sufficient printed abstract
of this cause, for that the
abstract furnished by the said
complainants, is manifestly
insufficient, evasive, and
calculated to 'mislead' the
court, in the following manner

other things to wit;

1. A full abstract of this defendants answer is necessary for the court to understand and protect his rights - but such abstract hath not been given.

See pg 63. of record and 6. of abstract.

2. The testimony of Augustus Bruning shows, as this defendant contends, that the mortgage set up in the complainants bill of complaint, is invalid as to him, yet no full, fair, or complete abstract of such testimony is given.

See pg 247. of record and 13. of abstract.

3. The testimony of Andrew J. Brown shows as this defendant insists, that the mortgage debt was satisfied by Habian, and consequently that no decree could lawfully be rendered against this defendant.

See pg 258th of record and 27. of abstract.

4. The stipulation touching the residence of the parties, shows that the mortgage was never properly

acknowledged, yet said stipulation
seems to have been omitted from
the abstract -

See pg 133. of record -

And this defendant
insists that under the rules of
this court, the complainants
cannot of their own wrong
compel him to take the trouble
and expense of printing a
sufficient abstract, but must
furnish such abstract them-
= selves -

Charles L. Bouvey
Solicitor for
Defendant here
~

other things to wit;

1. A full abstract of this defendant's answer is necessary for the court to understand and protect his rights — but such abstract hath not been given.

See pg 63. of record and 6. of abstract.

2. The testimony of Augustus Bruning shows, as this defendant contends, that the mortgage set up in the complainant's bill of complaint, is invalid as to him, yet no full, fair, or complete abstract of such testimony is given.

See pg 247. of record and 13. of abstract.

3. The testimony of Andrew J. Brown shows as this defendant insists, that the mortgage debt was satisfied by Habian, and consequently that no decree could lawfully be rendered against this defendant.

See pg 258. ^{of record} of record and 27. of abstract.

4. The stipulation touching the residence of the parties, shows that the mortgage was never properly

Philip K. Forrest vs.

v

Edward L. Tribbhan
& others

Mo. for
Sufficient Attack

Filed Apr. 24, 1862.
L. Deland
Clerk.

Motion overruled

Charles C. Bourne

STATE OF ILLINOIS, }
SUPREME COURT, } ss.

The People of the State of Illinois,

To the Clerk of the Superior Court ~~for the County~~ of Chicago of Cook Greeting:

Because, In the record and proceedings, as also in the rendition of the judgments of a plea which was in the Superior Court of Chicago, Cook County, before the Judge thereof, between Thomas L. Forrest and Phillip R. Forrest Executors of the last will & testament of Henry L. Forrest deceased.

~~plaintiffs and~~ Complainants and John C. Ambler, Edward S. Tinkham, Carlton Jones, Lowell Fletcher, John H. Corb, Robert L. Fabian and Rowland Ellis

defendants, it is said manifest error hath intervened, to the injury of the aforesaid Phillip R. Forrest

as we are informed by his complainant and we being willing that error should be corrected, if any there be, in due form and manner, and that justice be done to the parties aforesaid, command you that if judgments thereof be given, you distinctly and openly, without delay, send to our Justices of the Supreme Court the record and proceedings of the plea aforesaid, with all things touching the same, under your seal, so that we may have the same before our Justices aforesaid at Ottawa, in the County of La Salle, on the first Tuesday after the third Monday in April next, that the record and proceedings, being inspected, we may cause to be done therein; to correct the error, what of right ought to be done according to law.

Witness, The Hon. John D. Caton, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this 1st day of October — in the Year of Our Lord One Thousand Eight Hundred and Sixty one.

L. L. L.

Clerk of the Supreme Court.
J. O. Rice Deputy



Philip R. Forest

No. vs. Edward J. Tenkhans

WRIT OF ERROR.

This writ of error is made a supersedeas and as such should be obeyed by all concerned

L. Leland Clerk
J. S. Rice, Deputy

FILED October 1st A. D. 1861

L. Leland
Clerk.



[Faint handwritten notes on the left margin, including 'Philip R. Forest' and 'Edward J. Tenkhans']

[Faint handwritten notes at the bottom of the page, including 'L. Leland Clerk']

Chicago Sept. 28 1861

Hon J. D. Cator

Ottawa Ills

Wth Sir

Enclosed please
find Brief in Form of a
Bill of Exchange at all

Also bond. I did not
know the amount that would
be required & therefore did not
send it in the first instance
I have put the amount the
same as required by the
Court below & with the
same surety.

Respectfully

W. J. Ruyel

In the Supreme Court of the State of Illinois

Thos. S. Fornet & Philip R. Fornet

Ex^{rs} of Army S. Fornet decd;

vs

Edward J. Tinkham, John

C. Amble, Robert S. Fabian

John H. Corl, Paulant Ellis -

Parleton Jones & Lowell Fletcher

Error to Superior
Court of Chicago

The Plaintiffs in error, by W. J. Pruepp
their atty move for the revival and
continuance of the injunction granted
in the court below, upon the supplemental
bill until the further order of this court.

W. J. Pruepp
for affs -

Paperm court

Hornst ctal

^{us}
Smithham ctal

App^{ts} for Court.
of bijin -

Receipt for off

Chicago Aug 19. 1861 -
Hon John S Catron
Ottawa Ill -

Sir - With this
I send Trans. Rec. in Fornst. Ad. vs Kirkham
stat. from Superior Court of Chicago - with
application for a continuance of the in-
junction allowed upon the supplemental bill
(p. 97) - until the decision of the case upon
writ of error to be sent out upon the decree
dismissing the bill - Also abstract of the
news. and Index referring to the different
documents making up the transcript -

I am not well advised as to the practice
upon these applications but suppose if the bond
already given does not cover the present that
you can refer it to the master here to approve
the security - The parties are all anxious
to close the litigation & I suppose they can come by
agreement to be taken from this to the 2^d Grand Jury
Enclosed is a five dollar bill for the clerk -
Please return to me the abstract & Index -

respectfully
in

W. J. Burleigh

- 3 to 11 Bill of complaint -
 13 Summons -
 15 to 18 Answer of Tinkham & Ambler -
 19 to 24 Answer of Robert L. Fabian
 25 appearance of Corl by Cassin -
 27 to 32 deposition of Joseph A. Baughman
 35 Answer Witherspoon then to answer -
 37 to 52 Answer of Tinkham & Ambler -
~~50~~ 54 Sean to file amendments to file
 55 to 56 Amendments to Bill -
 57 death of Corple. Suggested Ex^{ts} made parties
 59 Sean to Corl to change sols & withdraw
 his answer & file new one -
 60 Answer of Tinkham & Ambler to amendments -
 63 to 70 Answer of Corl to Bill - & Sup. bill -
 71 Sean to file supplemental bill -
 73 to 97 Supplemental bill & account of Exhibits -
 97 order for Jurisdiction -
 101 Jurisdiction bond -
 103 Summons on Sup bill -
 105 Jurisdiction writ
 111 to 127 deposition of Portland Ellis -
 129 Exception to deposition of Ellis (in competency)
 132 Replication
 133 Stipulation (as to Residence of J.P. & C. F. H.) -
 134 Stipulation that Sup. bill abide result.)

- 137 to 145 Deposition of Lambert Ives
 145 to 170 " " J. P. Clarkson
 173 Bill of sale from Col Ellis to Fabian
 175 " " " Fabian to Ambler
 177 Answer of Rowland Ellis
 182 to 187 Deposition of John B Meyer
 188 to 245 Exhibits of drafts Checks & Alluded to in Meyer's
 247 Deposition of R. Pomroy -
 251 Chattel Mortgage Col Fabian & co to
 Army S. Fomst -
 254 Note accompanying Mortgage
 255 to 267 Deposition of A. J. Brown
 269 Cause heard and then dismissed

Sub. coms

Horrocks & Co
 As

Jurkham
 et al

Receipt

Incluy to Paps
 of Receipt -

I know all men by these presents
that Mr Phillip R. Forrest as principal
& J. N. C. Forrest as his surety are
held and fully bound unto Edward J.
Turkham John C. Ambler John H.
Cox Robert S. Fabian Rowland Ellis
Tableton Jones - and Lowell Fletcher
in the penal sum of fifteen hundred
dollars for the payment of which sum
well and truly they made unto them
their heirs assigns or do his or
hers or his executors & administrators
jointly & severally firmly by these presents
Signed sealed and dated this 25th
day of September A.D. 1861 -

Whereas on the 26th day of June
A.D. 1861 - at a term of the Superior Court
of Chicago sitting in Chancery a decree
was rendered dismissing a certain
suit then pending in said court upon
bill & supplemental bill wherein said
Phillip R. Forrest & Thomas S. Forrest
as executors of Henry S. Forrest deceased
were parties complainant - and said
Edward J. Turkham John C. Ambler John
H. Cox Robert S. Fabian Rowland Ellis
Tableton Jones & Lowell Fletcher
were defendants heard upon bills
answers & proofs - and a preliminary
injunction granted therein & dissolved
by order of the Court - from which
decree & order the said Plaintiff com-
plainants have sued out or are about

to see out a writ of error ^{from} to the Supreme Court of the State of Illinois - and has prayed for an order reversing the injunction granted in said case in the said Superior Court and continuing the same until the determination of said writ upon said writ of error by said Supreme Court -

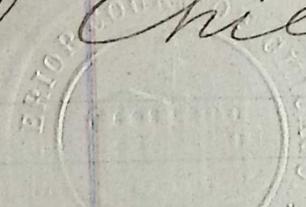
Now therefore the condition of this obligation is such that if the said Forest shall pay all such damages as the defendants in said writ of error may sustain by reason of the wrongful making of said order to reverse & continue said injunction then the above bond shall wit or otherwise to remain in full force -

Philip R. Jones

Jos. L. C. Forest

State of Illinois
County of Cook
I, Jos. L. C. Forest,
of said County being duly sworn says
that he is a household of said County
that he is worth five thousand
Dollars own and alone the payment of
all his past debts & liabilities, & that
his property consists of real estate
situated in Cook County & personal
property -

Sworn before me Jos. L. C. Forest
this 27th day of
Sept 1863
Amibal Oak
of the Superior Court of
Chicago



Chancery

Formal

vs

Jurkhan
Director

vs

~~Filed Sept 28th 1861~~
~~Whitcomb~~
~~Clk~~

Filed October 12th 1861
L. Deland
Clk

In the Supreme court of
the State of Illinois -

Thomas L. Forrest & Philip R.
Forrest ex^{rs} of Henry L. Forrest dec^d
vs
off in error

Error to Supreme
Court of Chicago -

Edward J. Tinkham John
C. Ambler Robert L. Fabian
John H. Cook Rowland Ellis
Taddeus Jones & Lowell Fletcher
off in error

The clerk of said court Supreme
Court will issue writ of Error to the
Supreme Court of Chicago
dismissing a bill of complaint & sup-
plemental bill filed by said Plffs in
error against said dec^d in error -
& sci fa: to Cook county

W. J. Prueff
for Plff in error -

Supplement

Fornstetals

us

Smithham Star

Receipts

Receipts for

STATE OF ILLINOIS ss. Supreme

Court within and for the Third Grand Division of said State. Philip R. Forrest, executor, with Henry L. Forrest, of the last will and testament of Henry L. Forrest, deceased, impeached with said Thomas L. Forrest, Plaintiff in Error, vs. Edward I. Tinkham, John C. Amblers, John H. Corl, Robert L. Fabian, Rowland Ellis, Tarleton Jones and Lowell Fletcher, Defendants in Error. Error to Superior Court of Chicago.

Whereas, the above named plaintiff in error, has sued out a Writ of Error to reverse a Decree which the said defendants in error obtained against him in the Circuit Court of La Salle County, which said writ of error is now pending in said Supreme Court; and whereas, a writ of *scire facias*, returnable on the first day of the next term of said Supreme Court, to be holden at Ottawa, in said State of Illinois, on the first Tuesday after the third Monday in April next, has been duly issued herein according to law; and whereas, also, it appears, by affidavit on file in the office of the Clerk of said Supreme Court, that the said Rowland Ellis and Robert L. Fabian, two of said defendants in error, are non-residents of the State of Illinois, and without the reach of the process of said Supreme Court:

Now, therefore, you the said Rowland Ellis and Robert L. Fabian, the said defendants in error, whose non-residence appears as aforesaid, are hereby notified to be and appear before the Justices of said Supreme Court, at the next term thereof, to be holden at Ottawa, in said State, on the first Tuesday after the third Monday in April next, A. D. 1862, to hear the record and proceedings of said decree of said Circuit Court brought into said Supreme Court on return of said writ of error and the errors assigned, if you see fit; and further, to do and receive what the said Supreme Court shall order in this behalf.

Dated this 12th day of February, A. D. 1862.
Attest: L. LELAND, CLERK.
Wm. T. BURGESS, Plff's Att'y. [1c15-4w.]

Notes for \$5.00 }
Paid by Burgess }

McMan, being duly sworn, deposes and says. That he is publisher of the Ottawa Free Trader, ~~at~~ a weekly newspaper, at Ottawa, Illinois; that the annexed notice, in *Thos L Forrest Executor &c vs E. I. Tinkham, &c* was published four weeks successively in the Ottawa Free Trader, so published by affiant, commencing with the number of said paper dated February 15th, A.D. 1862 and ending with the No. dated March 8th, A.D. 1862; and that affiant (said McMan) duly mailed a copy of the first number of said paper containing said notice, the notice being conspicuously marked, to Rowland Ellis, Circumate, Ohio, on or about the 25th day of February, 1862, prepaying the postage

Signed and sworn before me this 30th day of April A.D. 1862 J. B. Gordon J. P. McMan

59

103

Sup. Court

Fornet

vs
Tinkham

Proof Cuba Notes

Filed Apr. 30. 1862

L. Nelson
Clk.

STATE OF ILLINOIS, }
SUPREME COURT, } ss.

The People of the State of Illinois,

To the Sheriff of the County of

Cook

Greeting:

Because, In the record and proceedings, and also in the rendition of the judgments of a plea which was in the Superior Courts of Chicago, Cook County, before the Judge thereof, between Thomas L. Forrest and Philip R. Forrest Executors of the last will and testament of Henry L. Forrest deceased

plaintiffs and John C. Ambler, Edward J. Tinkham, Jarlton Jones, Lowell Fletcher, John H. Corl, Robert L. Fabian and Rowland Ellis

defendants, it is said that manifest error hath intervened, to the injury of the said Philip R. Forrest

as we are informed by his complaints the record and proceedings of which said judgments we have caused to be brought into our Supreme Court of the State of Illinois, at Ottawa, before the Justices thereof, to correct the errors in the same, in due form and manner, according to law:

Therefore, We Command You, That by good and lawful men of your County, you give notice to the said John C. Ambler, Edward J. Tinkham, Jarlton Jones, Lowell Fletcher, John H. Corl, Robert L. Fabian and Rowland Ellis

that they be and appear before the Justices of our said Supreme Court, at the next term of said Court, to be holden at Ottawa, in said State, on the first Tuesday after the third Monday in April next, to hear the record and proceedings aforesaid, and the errors assigned, if they shall see fit; and further to do and receive what said Court shall order in this behalf; and have you then there the names of those by whom you shall give the said John C. Ambler, Edward J. Tinkham, Jarlton Jones, Lowell Fletcher, John H. Corl, Robert L. Fabian and Rowland Ellis notice, together with this writ.

Witness, The Hon. John D. Eaton, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this first day of October in the Year of Our Lord One Thousand Eight Hundred and Sixty one.

L. Leland

Clerk of the Supreme Court.
by J. B. Rice Deputy



Philip R. Foruit
 in plies sedge

No. 18.

Edward J. Tinkham

vs
 the

SCIRE FACIAS.

FILED

A. D. 1862

I

Clerk

The appearance of the within named
 Edward J. Tinkham, John C. Hubler, Carlton Jones
 and Lowell Fletcher is hereby entered to the within
 process, and in the case therein named, and service
 of process upon them is hereby waived.
 Chicago, Nov. 8th 1862. —

Strickton & Dent,
 attys. for said Tinkham, Hubler,
 Jones & Fletcher.

Miller & Tuley
 attys. for Rowland Ellis
 Charles C. Bourne
 counsel for both —
 appears and will give in error for him.



State of Illinois

Supreme Court within of the
Third Grand Division for said State

Philip R. Forrest Executor with
Thomas L. Fomesh of the Last will
& testament of Henry L. Fomesh
deceased in plaintiff with the said
Thomas L. Fomesh Off in error

vs
Edward J. Tinkham John C.
Aublen John H. Cook Robert
L. Fabian Rowland Ellis
Jarlton Jones & Loure Fitcher

} Error to
Superior
Court of
Chicago

State of Illinois

County of Cook

William Y. Dwyer
of said County being duly sworn to the
depose & say that he is the attorney
for said Plaintiff in error - that the
said defendant Rowland Ellis is a
non resident of this State & resides at
Cincinnati Ohio so that ~~no~~ process
can not be served on him - that
the said defendant Robert L. Fabian
has gone out of this State to parts un-
known to this deponent that his
last known place of residence was

UNITED STATES OF AMERICA,

STATE OF ILLINOIS, COUNTY OF COOK, SS.

Plena, 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 June in the year of our Lord One Thousand Eight Hundred and Sixty One and of the Independence of the United States of America the Eighty fifth

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

Van De Higgins }
Grant Goldrick } Judges.

Charles Baran Prosecuting Attorney.

Anthony C. Hering Sheriff of Cook County.

Attest Walter Kimball Clerk.

Be it Remembered, that hereunto writ; on the Twelfth day of April in the year of our Lord one thousand eight hundred and sixty. Henry S Forrest filed in the office of the Clerk of the Superior Court of Chicago his certain Bill in Chancery, which is in the words and figures as follows to wit:

3
To the Superior Court of Chicago
to the Judges thereof
In Chancery sitting

State of Illinois
County of Cook

Humbly complaining: shows
unto your Honors your Orator Henry L
Forrest- that on or about the tenth day of
January in the year of our Lord one thousand
eight hundred and sixty, John W. Cool,
Rowland Ellis & Robert L. Fabian partners
doing business under the firm name of Cool,
Fabian & Co. became and were indebted to your
Orator for money actually loaned and advanced
to them in the sum of Five thousand dollars.
and in order to secure the payment thereof with
interest at the rate of ten per cent per annum.
made and delivered to your Orator their certain
promissory note of that date, whereby for value
received they promised to pay your Orator or
order the said sum of five thousand dollars
on the first day of April, in the year one
thousand eight hundred and sixty one with
interest at ten per cent per annum. and on
that occasion & at the same time as collat-
eral to said promissory note, to secure the pay-
ment of said indebtedness, they made and ex-
ecuted to your Orator a Chattel Mortgage

of even date therewith, and thereby in consideration of the sum of five thousand dollars to them paid did grant, sell, convey and confirm unto your orator all and singular the goods and chattels with their appurtenances therein described & otherwise known as follows. viz—
One Alcohol Still column, Boze, room, Steam engine Boiler, ten tubs and appurtenances together with the building in which they were contained, known as the Alcohol Distillery of Col. Fabian & Co. other & now situated on the property rented by said Col. Fabian & Co. of the Chicago Dock & Canal Company at the foot of North Water Street other adjoining that rented by S. H. Reed & Co. provided always and that indenture was made upon the express condition that if the said Col. Fabian and Ellis should on or before the first day of April in the year one thousand eight hundred and fifty one pay or cause to be paid to your orator the sum of five thousand dollars with the interest that might accrue thereon at the rate of ten per cent per annum from the 10th day of ~~January 1850~~ until paid according to the tenor of a certain promissory note of even date therewith then the said indenture should be null & void. But it was also further provided, among other things in the

And come, that the said Col Fabian Ellis
 should retain the possession share the use
 of said goods and chattels until the day of
 payment, and in case of failure to pay said
 note when due or if your orator should at
 any time before said note becomes due feel
 himself unsafe or insecure, that then your
 orator should have the right to take possession
 of the said goods and chattels, wherever the
 same might or could be found. and after
 giving thirty days notice of the time and
 place of sale in manner as therein provided
 might sell the same at public or private sale
 to the highest bidder for cash to make the said
 sum of money and interest together with all
 reasonable costs charges & expenses in so doing
 and if there should be any surplus should
 pay the same without delay to the said Col
 Fabian Ellis. as by said note and invention
 of Mortgage now in your orators possession
 ready to be produced and proved as this
 Court shall direct will more fully at
 large appear, which said mortgage was
 on the eighth day of February 1860 duly
 acknowledged before Augustus Brubaker
 a Justice of the Peace in & for said County
 & filed for record in the Records office
 of said County on the fifth day of April
 1860.

6
And your Orator further shows unto your Honor, that as they are informed and believe, the said Col. Fabian & Ellis, on the fourth day of April 1860. or about that time - made and delivered to Edward J. Tinkham and John C. Ambler, partners in business under the firm name of E. J. Tinkham & Co. with full knowledge on their part of the existence of said note & mortgage to your Orator a bill of sale or some other instrument in writing purporting to sell & convey to the said Tinkham & Ambler the goods and Chattels herein above described, which instrument in writing is in the possession of said Tinkham & Ambler & which when produced for greater certainty as to its contents your Orator prays leave to refer.

And your Orator further shows that he is not well advised of the particular clauses conditions or considerations contained or expressed in said instrument in writing, but he is informed and believes, that the same was made and given to secure a pre-existing indebtedness of the said Col. Fabian & Co. to said ~~Tinkham & Ambler~~ not incurred upon the faith of said bill of sale. That at the time the same was made, it was understood to be made & given as a security for an indebtedness existing from said Col. Fabian & Co. to said

7 Sinkham & Ambler, upon the payment of which
 the same was to be null void & subject to the
 payment of said indebtedness secured to your
 orator by said note & Chattel Mortgage, that
 at the time of executing the said Bill of Sale
 the indebtedness due your orator and secured
 by said Mortgage was expressly mentioned
 and it was then & there understood & agreed
 that the same should be first paid out of the
 property, and the said Corl. Fabian Co were
 invited to make execute the said Bill of
 Sale to said Sinkham & Ambler upon the un-
 derstanding & agreement, that the said indebtedness
 secured by said Chattel Mortgage to your orator
 should be first paid out of the said mortgaged
 property. And the said Ambler & Sinkham
 then & there undertook & agreed to pay the same
 thereout.

And your orator further shows
 that immediately after the execution of
 said bill of sale before your orator had
 filed in said Chattel Mortgage in fraud of
 the agreement and understanding upon which
 said bill of sale was made to them. The said
 Sinkham & Ambler took into their exclusive
 possession & control the said goods & chattels,
 and claim that they hold them exempt &
 discharged from your orator's said mortgage.

8.
& although your Orator hath caused a demand to be made from them, of the said goods and Chattels under the said Chattel Mortgage to your Orator, they absolutely refused to surrender the same to your Orator - and insist & intend to claim & hold the same for the indebtedness & due owing to them as aforesaid - first & before your Orator's said Mortgage, & without paying him the amount of his said indebtedness, and to sell and dispose of the same to persons who may not be advised of the equities of your Orator in the premises - which your Orator is fearful they will do, unless restrained by the Court's injunction of this Court.

And your Orator further shows that the said goods and Chattels are of about the value of fifteen Thousand and Dollars.

And your Orator further shows that he had well hoped that the said Tinkham & Amble would have given up and surrendered to your Orator the said goods and Chattels, to be held and disposed of by your Orator under said Chattel Mortgage, or have paid him the amount of his said indebtedness, as in equity & good conscience they ought to have done.

8

But now so it is may it please your Honor
the said Defendants Tinkham & Ambler ab-
solutely refuse to do, and yet up and
pretend that they are bona fide purchasers
for a valuable consideration fully paid.
Whereas your Orator insists they are not, and
that at the time of said sale or transfer to
them they knew or had notice of such
facts touching the existence & consideration
of the said note & mortgage to your Orator as
should have put them upon inquiry as to the
facts - & absolutely refused to pay said debt
to your Orator at any time - All which
doings and doings, refusals & pretences are
contrary to equity & good conscience & tend
to the manifest wrong, injury & prejudice of
your Orator in the premises.

In consideration whereof and in as much
as your Orator is remediless in the premises at and
after the strict rules of the Common Law, &
can only have adequate relief in a Court
of Equity, where matters of this and a like character
are properly cognizable & relievable -

To the end therefore that the said Edward
Tinkham, John C. Ambler, John H. Lord,
Rowland Ellis & Robert L. Fabian may true, full
& perfect answer make without oath (their
Answer under oath being hereby waived to his bill.

And that it be referred to a master to take & state an account of what is due your orator upon his said note.

And that the lien of your orator upon said goods and chattels under said Chattel Mortgage, for the amount thereby secured be established and declared by this Court and that it be decreed that the said Tinkham & Ambler acquired the same subject to the lien of your orator thereon under the said Chattel Mortgage - and that unless they pay & satisfy the said amount by a reasonable time to be declared by this Court, then that the said goods and chattels be sold and out the proceeds after first paying the expenses of this suit & sale the said amount due your orator be paid to him.

And that in the mean time and until the further order of the Court the said Tinkham & Ambler & their agents be enjoined and restrained from selling, assigning, transferring or in any way intermeddling with or using the said goods & chattels, until the further order of the Court.

And that some fit and responsible person be appointed by this Court, required to receive & take charge of said goods & chattels under the order of the Court.

And that in case the said Tinkham & Ambler shall have sold & disposed of said goods

11 to some bona fide purchaser then that they
account for what is over to your Orator the amount
of his note & Chattel mortgage.

And for such other or further relief
as the nature of his case may require & shall
be agreeable to Equity & good Conscience.

May it please your Honor to grant
your Orator process of summons against the said
Edward J. Tinkham, John C. Ambler, John H.
Coul, Rowland Ellis & Robert L. Fabian - to appear
and answer this bill. And also process of in-
junction enjoining said defendants Tinkham &
Ambler as herein above prayed for. & your
Orator will ever be
Henry L. Forrest.

State of Missouri
County of Cook
I, Henry L. Forrest being duly
sworn say that he has heard read the above bill
by him signed & knows the contents thereof, and that
the same is true of his own knowledge except as to
the matters therein stated as information or belief as
to those he believes it to be true.

Subscribed & sworn to before me this
twelfth day of April A. D. 1860.
Seal L. C. Ellerworth
Notary Public

Henry L. Forrest

13

And afterwards to wit on the day and year aforesaid
there issued out of the office of the Clerk aforesaid,
the Peoples writ of Summons, which said writ
with the Sheriffs return thereon endorsed, is in the words
and figures as follows to wit.

State of Illinois }
County of Cook } S.S.

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

We Command You that you summon
Edward J. Tinkham John C. Hubler, John C. Cook
Rowland Ellis and Robert S. Fabian 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
May next, to answer unto Henry S. Forest in his
certain Bill of Complaint filed in the said Court on
the Chancery side thereof.

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

Witness Walter Kimball Clerk of our said
Court, and the Seal thereof, at the City of
Chicago, aforesaid this 12th day of April

Seal

AD 1860 Walter Kimball Clerk

Served this writ on the within named Defendant
 (except Rowland Ellis he not found in my County)
 and by delivering a copy thereof to them the 18th day
 of April 1860
 John Gray Sheriff
 by George Anderson Depty

And afterwards to wit on the seventh day of
 May in the year aforesaid, Edward J. Tinkham &
 John C. Strubler two of the defendants filed in the office
 of the Clerk aforesaid their Demurrer, in words and
 figures as follows to wit

In the Superior Court of Chicago

The joint and several demurrer of Edward J. Sinkham and John C. Gumbler two of the defendants to the Bill of Complaint filed in this Court by Henry L. Forrest against three defendants together with John H. Cool, Robert L. Fabian and Rowland Ellis.

These defendants respectively by protestations (not confessing) nor acknowledging all or any of the matters and things in the said Complainant's Bill to be true in manner as the same are therein set forth and alleged, do demur thereto, and for causes of demurrer do show.

1. That it appeareth from said Bill that these defendants Sinkham & Gumbler, moved and by virtue of the Bill of sale or instrument of writing referred to in said Bill, to them from said Cool, Fabian & Co. of the said goods and chattels mentioned in said bill and in said alleged chattel mortgage, took actual possession of the said goods and chattels prior to the date of the words of said alleged Chattel Mortgage from said Cool, Fabian & Co. to said Complainant.
2. That it doth not appear in said Bill that the said alleged Chattel Mortgage referred to therein was acknowledged before a Justice of the Peace in the presence

District where said Corl. Fabian and Ellis resided at the date of the acknowledgment.

3. That it appears from said Bill that the agreement alleged therein to have been made between said Corl. Fabian Co. and said Tinkham and Ambler, that said Tinkham and Ambler should assume and pay the indebtedness of said Corl. Fabian Co. to said Complainant, was not incorporated into, and formed no part of the written Bill of sale or transfer of said goods and chattels from said Corl. Fabian Co. to said Tinkham & Ambler, but was a parol contemporaneous agreement.

4. That it appears from said Bill that the agreement alleged therein to have been made by Tinkham and Ambler with Corl. Fabian Co. to assume and pay the indebtedness of Corl. Fabian Co. to Complainant, was made without any consideration.

5. That it appears from said Bill that no agreement in writing was made and signed by said Tinkham and Ambler nor either of them, nor by any one for them to pay the said Complainant the debt alleged in the Bill to be due to him from said Corl. Fabian Co. nor was there any consideration moving from said Complainant to said Tinkham and Ambler, or either of them.

for such agreement, nor any acceptance by said Complainant of said Sinkham and Ambler as his debtor instead of said Coll. Sabine & Co. nor any knowledge whatever by said Complainant nor acquiescence by him in any such agreement.

6. That it appears from said Bill that there was and is no privity between the said Complainant and the said Sinkham and Ambler with respect to the agreement alleged and set forth in said Bill.

7. 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 relief in this Court, and thereby sought and prayed for as against these defendants, Sinkham and Ambler.

8th That it does not appear from said Bill that said Mortgage was ever delivered to the said Complainant or in his possession and control prior to said sale to said Sinkham and Ambler.

9th That it does not state by whom the said Mortgage was acknowledged.

10th That it is not clearly or definitely stated

show or upon what day of the month or year said promissory note and Chattel mortgage mentioned set forth in said bill of Complaint were made & executed.

Wherefore, and for divers other errors and insufficiencies appearing in the said Bill, these defendants jointly and severally demand the judgment of this Court, whether they shall be compelled to make any other or further answer to the said Bill, or any of the matters and things therein contained, and pray to be hence dismissed with their costs &c.

Clarkson & Tice
Solicitors for Tinkham & Amblee.

And afterwards to wit on the first day of August in the year aforesaid, Robert L. Fabian by George A. Meach his Solicitor filed in the office of the clerk aforesaid his answer, in words and figures as follows to wit.

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Superior Court of Chicago

Henry L. Forrest

In Chancery

Edmund J. Tinkhams

John C. Ambler

John H. Corl

Roland Ellis

Robert L. Fabian

The Answer of Robert L. Fabian one of the Defendants to the Bill of Complaint of Henry L. Forrest, Complainant.

This Defendant Robert L. Fabian now and at all times hereafter having reserved to himself all manner of benefit or advantage of Exception to the many Errors and insufficiencies in the Complainant's said Bill of Complaint contained for answer thereto or unto so much and such parts thereof as this Defendant is advised is material for him to make Answer unto answers & says that he admits that he together with John H. Corl & Roland Ellis were copartners in business under the name of Corl Fabian & Co. that said firm became and on the 10th day of January A. D. 1860 was indebted to said Complainant

for money at such times & from time to time loaned to & advanced for said Col. Fabian. He by said Complainant to the amount of Five Thousand Dollars.

This Defendant further answering admits that on or about the 10th day of January A. D. 1862 he secured said indebtedness said Col. Fabian & made & delivered to said Complainant three certain promissory notes such as is described in said Complainant's said Bill of Complaint & to secure the payment of the said notes they made, executed, acknowledged & delivered a certain Chattel Mortgage, such as in Complainant's said Bill of Complaint is set forth.

This Defendant further answering says that he has no personal knowledge of the recording of the said Chattel Mortgage & therefore can neither admit or deny the allegations relative to recording the said Chattel Mortgage which are contained in the Complainant's said Bill of Complaint.

This defendant further answering says that said Col. Fabian & Ellis did not on or about the 4th day of April A. D. 1862 or at any other time execute or deliver to Edward D. Dickman and John C. Ambler partners in business

under the firm name of E. J. Dickman & Co. any Bill of Sale or instrument in writing conveying or purporting to convey to said Dickman & Co. Amble the said goods & chattels mentioned in the said Chattel Mortgage. But here by way of explanation this defendant says that said Co. & also said Ellis on or about the 4th day of April A. D. 1860. sold & conveyed to this defendant all their (said Co. & said Ellis) right, title & interest of in & to all & singular the goods, estate & property of every description to the said firm of Co. & Fabian & Co. belonging.

And this defendant says that on or about the day & year last aforesaid at said Chicago, this defendant sold & conveyed to John C. Amble aforesaid the said goods & chattels mentioned in the said Mortgage (which this defendant admits to be of the value of about Fifteen Thousand Dollars) and also other goods, chattels, property & choses in action all of which together with the goods & chattels in said Mortgage set forth & contained amount ed in the aggregate to the value of about Twenty Seven Thousand Dollars.

And this defendant says that the sale by him to said Amble as aforesaid to the said John C. Amble was not a conditional sale subject to any defeasance, to secure the payment of

any indebtedness of this defendant or of others. Next was a bona fide sub & out sale, that the consideration of the said sale was that E. J. Tinkham Co. to whom said Col. Fabian Co. were largely indebted should pay upon the indebtedness then due & becoming due to them from said Col. Fabian Co. the sum of Fifteen Thousand and No cents.

And this defendant further answering says, that the sale so made by said defendant to said Amble as aforesaid was by all the parties made defendants by said Complainant in his said Bill of Complaint deemed & understood to be and was in fact by all of the said defendants held to be an actual payment of Fifteen Thousand Dollars of the indebtedness then due & becoming due said E. J. Tinkham Co. from said Col. Fabian Co.

This Defendant further answering says that at the time of the said sale by this defendant to said Amble as aforesaid & the assignment of \$15,000 of the indebtedness of Col. Fabian Co. to E. J. Tinkham Co. as aforesaid the said Amble had full knowledge of the existence of the said Chattel Mortgage & of the lien therein thereby created in favor of said Complainant upon the goods & Chattels therein set forth, and that said Amble did then & there make said purchase of said

defendant subject to the claims of said Complainant under the virtue of said Chattel Mortgage & said Amble also knew of & bought subject to another prior mortgage on the same goods & Chattels to secure a debt of Seven Thousand Dollars of which Two Thousand had been paid. And this defendant says that at the time of said sale by this defendant to said Amble as aforesaid the mortgage aforesaid was fully spoken of & said Amble was then informed that a notice to him of the existence of said lien created by said mortgage to Complainant would as effectually protect the rights of the Complainant in the mortgaged goods & Chattels as if the same was recorded. & this defendant believes said Amble was so advised by his own Counsel.

And this defendant further answering denies all the allegations in Complainant's said Bill of Complaint relative to any sale by Col. Fabian Co to E. J. Furkhan & Co. & all allegations concerning any agreements entered into at any such sale. And this defendant says that the purchase of the mortgaged goods & Chattels & the goods & Chattels was made of this defendant by Amble aforesaid & that this defendant hath fully

And afterwards to wit on the thirteenth 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 to wit

Henry S Forrest	}	Bill
vs.		
Edward S Finckham		
John C. Amble. John H. Cook Rowland Ellis Robert S. Fabian		

This day comes the complainant by William J. Burgess his Solicitor, and thereupon comes W^m D. Cassin and enters the appearance of the defendant John H. Cook only herein

And afterwards to wit on the twenty third day of August in the year aforesaid. there was filed in Office of the Clerk aforesaid certain Depositions in words and figures as follows to wit

In the Superior Court. In Chancery

Henry L. Forrest

or
Edward S. Tinkham

John C. Ambler

John H. Cool. Robert L.

Sabian & Rowland Ellis

By Messrs. Jackson &
Twe. Solrs for Tinkham
& Ambler.

Sents

I shall on the 12th day of June
Instant at 2 P.M. attend before L. C. Price
Clerk Master in Chancery for Cook County
at his office in Chicago to take the Deposition
of Joseph W. Parker and others
in this cause on part of Complainant.
When & where you may attend & cross ex-
amine

June 1. 1860.

Yours &c
W. J. Burgess
for Answer

In the Superior Court

Henry L. Forrest
vs
Tinkham, Ambler
et al
In Chancery

To Messrs Jackson & Trow

I have taken the deposition
in this cause of Joseph St. Barker under
the notice given you & postponed the further
examination of the said witness till to-mor-
row at 3 P.M. when you may cross
examine if you desire —

Dated June 12, 1866. Yours &c
W. J. Purges

State of Illinois } Superior Court
Cook County } In Chancery

Henry L. Forrest
vs
Edward J. Tinkham & al } Compts Depositions
Ambler, Mrs H. Cool, Robert
L. Fabians & Rowland Ellis }

The deposition of Joseph St. Parker produced and sworn before L. C. Freer Master in Chancery of Cook County, in pursuance with the notice such annexed and herewith returned, the said deposition to be used on the trial of the above entitled cause on the part and behalf of the said

I do further certify that at the hour of 2 o'clock P.M. of the 12th day of June A. D. 1860. Mr. Free of Counsel for the Defendants, appeared to Cross examine said Witness, that he remained at my said office until 2 1/2 o'clock P.M. the Comptroler not yet appearing, that said Free then left claiming that he was entitled to and would claim a cross notice - that within a few minutes after he so left and about twenty minutes before three o'clock P.M. the Complainant's Solicitor appeared demanding that the undersigned proceed with said examination, whereupon I then proceeded with the same.

Joseph St. Parker

What is your name, age, occupation and residence, and do you know the parties to this suit

Ans My name is Joseph N. Barker I am 60
 years of age and Attorney at Law by
 profession and reside in Chicago I do know
 all the parties to this suit.

Q Were you present at an interview between
 John C. Ambler, and Rowland Ellis touching
 the sale of personal property in the month of
 April last past, if so who was present when
 it occurred and what took place between
 the parties then present.

Ans I was present at an interview between these
 parties at the office of Clarkson New Attorney
 at Law, in this City - It was about the third
 day of April last. There was present the said
 Ambler & Ellis most of the time, R. L. Fabian,
 & John H. Coe, Joseph P. Clarkson Lambert
 New & myself were also present most of the time.
 I went there at the request of Rowland Ellis
 to attend to his & said Fabian's interests, when
 I got there Mr Clarkson stated to me in
 the presence of Mr Ambler these propositions,
 I mean the proposition of Tinkham & Ambler.
 He stated that "Coe, Fabian & Co" owed Tink
 ham & Ambler a large sum of money about
 \$15,000. that he wished Coe, Fabian & Co to sell
 out their distillery & stock in trade in the same

to them, Erikham & Ambley, for their debt, stating at the same time that there were other & prior incumbrances upon the same which they would have to take care of. - One of the incumbrances particularly named, was to Forest Bros (C) for \$5000 or about that just \$5000 I know it was, which Mr. Ambley and Mr. Bankson stated was secured by a mortgage upon said property, which they would have to pay. That said mortgage was not recorded but they knew all about it - that there was another mortgage for \$5000 to another party, which they spoke of, on the same property, after stating these incumbrances Ambley & Bankson figured up to see how much the property would cost, when cleared of all incumbrances, and these figures above was in the estimates - After that Ellis and Cool made a Bill of Sale to Fabian and Fabian immediately sold the property to John C. Ambley, when they all left together, as they said to deliver the property to Ambley. In the course of the conversation Ambley mentioned, that they would not be able to save themselves on the property -

B. What if any thing was said there by Ambley as to the mortgage being all right, anything of that kind.

32 Qns At the request of Mr Ellis Daker to see the mortgage to Forest Park Co. Mr Clarkson replied that the mortgage was all right but that it was not there. Mr Ambler then stated that he knew of the existence of the mortgage.

4 For whom was Mr. Clarkson acting in this transaction and what was his business

Ans He was acting for Sinkham & Ambler as their attorney - He was of the Law firm of Clarkson & Freer.
Jephth St. Parker

By direction of Compts Solicitor the examination was adjourned to 3 o'clock P.M. of the 13th June 1860. for further examination, and that the Defendants Sol^r may prop examine the said Witness

L. C. P. Freer
Master in Chancery
Cook Co.

Robert L. Fabian

1 What is your name, age, occupation and residence, and do you know the parties to this suit. (The Defendants Sinkham & Ambler by Clarkson & Freer object to the examination of the witness on the ground of his incompetency.)

Ans. My name is Robert L. Fabian I am 36 years of age, occupation a Merchant, and reside in Chicago. I know all the parties to this suit I am not of the defendants

2 Look at the paper writing now shown you marked Exhibit A. and state if you know the property therein described and whether or not you ever made any sale thereof to the defendants Tinkham and Ambler, and if so when and what were the terms of such sale.

Ans. I have looked at said paper, I do know the property therein described - I did make a sale of said property on the 4th day of April A. D. 1860. to John C. Ambler of the firm of E. S. Tinkham & Co. The terms were as follows. This property was included in a sale in the matter of a purchase of property made from "Corl Fabian & Co" of which firm I was a member. I purchased from "Corl Fabian & Co. their stock in trade, fixtures, book debts, choses in action & Real Estate and good will, their Distillery as described in said Exhibit - the terms were \$15,000. I sold this same property to John C. Ambler for a consideration of \$15,000 to be credited to the account of Corl. Fabian & Co with E. S. Tinkham & Co. E. S. Tinkham & Co held a number of drafts & papers on parties in Eastern cities, some of which had already been returned, and some which we had would be. This sale was made as a set off to the amount of these papers. I believe that is the history of the transaction

The Complainant by his Solicitor with me
 has appeared for the examination of said
 witness by reason of the objection made to
 his competency by the defendants Strickham
 & Amble. The said defendants objecting to
 such withdrawal -

J. L. C. Paine Freeer Master in Chancery
 of Cook County in the State of Illinois do hereby
 certify that the above and foregoing deposition
 of Joseph St. Parker was taken before me at
 my office in the City of Chicago in pursuance
 with the notice which attached under the
 circumstances recited in the Report following
 the caption foregoing - I do further certify
 that since the examination in chief of the said
 witness Parker, no one has appeared in behalf
 of said defendants, to cross examine said witness

J. L. C. Paine Freeer
 Master in Chancery
 Cook Co.

And afterwards to wit on the twenty eighth day of September in the year aforesaid, said day being one of the days of the September Term of said Court, the following among other proceedings was had and entered of record to wit

Henry L Forrest	}	Bill
^{vs.} Edward J. Tinkham		
John C. Stabler, John H		
Carl, Rowland Ellis and		
Robert L Fabian		

And now again comes the parties to this cause and the defendant John H Carl having withdrawn his demurrer to the bill, leave and consent being first had and obtained for that purpose, said defendant thereupon filed his answer herein.

And afterwards to wit on the same day and year last aforesaid, Edward J Tinkham & John C Stabler file in the office of the Clerk aforesaid, their answers in said cause

The joint and several answers of Edward J. Tioaticham and John C. Amblers two of the defendants to the bill of complaint of Henry L. Forrest complainant.

These defendants now and at all times hereafter saving and reserving to themselves and each of them, all benefit and advantage of exception which can or may be had or taken to the many errors uncertainties, and other imperfections in the said complainant's said bill of complaint contained for answers thereto: or unto so much and such parts thereof as these defendants are advised is or are material or necessary for them or either of them to make answers unto, they these defendants severally answering say, that they knew not, and have not been informed, save by the said complainant's said bill and cannot get forth as to their belief or otherwise whether the said Carl Fabian and Ellis were indebted to the said complainant on the 10th day of Jan 1860 or at any other time in the sum of (\$5,000) five thousand dollars, nor in any sum of money loaned and advanced to them, as stated in the said complainant's bill; nor whether to secure the payment thereof with interest at the rate of ten per cent per annum, they made and delivered to the said complainant, on the said 10th day of January or at any other time the said promissory note described in the said bill of complaint, as therein stated; nor whether as collateral to said alleged promissory note (except as herein after stated)

they made and executed to the said Complainant on the said tenth day of January, or at any other time the said chattel mortgage, in said Complainant's said bill mentioned and set forth; nor whether said alleged mortgage conveyed the property and was upon the conditions stated and set forth in said ^{bill of} Complainant's nor whether said Mortgage was on the 8th day of February 1860 or at any other time acknowledged before the said Augustus Pruning; nor whether the same was filed for record in the Recorder's Office of said County on the fifth day of April 1860 as stated in said Bill of Complaint, and these defendants therefore can neither admit nor deny any of the foregoing allegations in the said Complainant's said bill but require the Complainant to make good full and sufficient proof thereof.

And these defendants further severally answering say, they deny that the said Carl Fabian and Ellis on the fourth day of April 1860 or at any other time, made and delivered to these defendants with full knowledge on their part of the existence of said note and Mortgage to said Complainant or otherwise a bill of sale or any other instrument in writing purporting to sell and convey to these defendants the goods & chattels in said bill of Complaint described as stated in said bill or that any such instrument save as hereinafter mentioned is in the possession of these defendants.

and these defendants say in explanation, that on or about the fourth day of April 1860 the said firm of Carl Fabian & Co. were indebted to these defendants as copartners under the name & style of C. J. Tinkham & Co. in the sum of exceeding sixteen thousand dollars, which indebtedness was incurred by the said Carl Fabian & Co. within the space of two days or two weeks immediately preceding the said 4th day of April 1860. for that sum of money actually loaned and advanced to them, by these defendants, for the purpose of carrying on their business as herein-after mentioned without any knowledge on the part of these defendants of the existence of the said Chattel Mortgage mentioned in said bill of Complaint, or of any other chattel mortgage to said Complainant of the goods & chattels, in said bill of Complaint described, and under the belief that the said Carl Fabian & Co. were doing a large and profitable business, and were the owners of a considerable amount of valuable property including the goods and chattels in said bill of Complaint described in said bill of Complaint as having been mortgaged to said Complainant, the said Carl Fabian & Co. being at the time of said advance so made to them by these defendants as aforesaid engaged in the business of Distilling of Alcohol & employing a large number of men in said business at their Distillery, in said City of Chicago, That

these defendants ascertained on or about the 3rd day of April 1860 that the said Carl Fabian & Co were in extremely embarrassed circumstances and this defendant John C. Amble on the same day last aforesaid, called to see the said Carl Fabian & Co Ellis with a view of securing the indebtedness, which these defendants held against the said firm, that he did not on that day succeed in obtaining security, but on the next day to wit: on the 4th day of April 1860. it was agreed between this defendant acting in behalf of himself and this defendant Edw. J. Tinkham on the one part, and the said Carl Fabian and Ellis on the other that in consideration that the said Amble would cancel to the extent of \$15,000. fifteen thousand dollars the indebtedness due by the said firm of Carl Fabian & Co. to these defendants, and in further consideration that these defendants should pay to the said Ellis & Carl the sum of three hundred dollars each, and should in order to save from exposure & dishonor the said Carl Fabian & Ellis make good a certain bill of lading giving to the said Carl Fabian & Co. by one J. Nottingham to the extent of One hundred and fifty barrels or Twenty four hundred dollars worth of Heshol. which the said Carl Fabian & Co. were utterly unable to do themselves, and should also pay one month's rent then due on the store at 107 South Water Street.

and at that time occupied by the said Carl Fabian & Co. and should pay divers small indebtedness of the said firm of Carl Fabian & Co. due to Cooper and labourers not to exceed the sum of Two hundred and twenty five dollars, and should cancel and deliver up certain warehouse receipt for 100 Bar Alcohol 700 Bar. High Wines & 1500 Empty barrels signed by the said Carl Fabian & Co. and by them given to these defendants (a greater portion of the property for which said receipt had been given having been before said 4th day of April removed & sold by the said Carl Fabian & Co. beyond their control without the knowledge or assent of these defendants) and should also give to the said firm of Carl Fabian & Co. a certain thousand of empty barrels then belonging to these defendants; that they the said Carl & Ellis would sell transfer & convey to the said Robert L. Fabian their right title & interest in the property hereinafter mentioned, and he the said Fabian would sell transfer & convey to the defendant John C. Ambley certain property at that time belonging to the said firm of Carl Fabian & Co. including the goods and chattels described in the complainant's said bill to wit; the said Alcohol still Column, Goose Horns, Steam Engine, Boilers, ten tubs, and appurtenances together with the building in which they were contained that thereupon, to wit; on the said 4th day of April in pursuance of said

agreement and for & upon the considerations hereinbefore
 set forth, the said Carl & Ellis bargained sold &
 conveyed to the said Robert L. Fabian all their right-
 title & interest to all the property described in a certain
 bill of sale then & there made & executed by the said
 Carl & Ellis including the said goods & chattels in said
 bill of Complaint described, That the said Fabian
 in further pursuance of said agreement, immediately
 and on the same day last aforesaid made executed
 & delivered a bill of sale to this defendant John C. Ambler
 whereby he sold, transferred & conveyed to this defend-
 -ant Ambler absolutely & forever the same property
 mentioned & set forth in the said bill of sale, from
 the said Carl & Ellis to him, & on the last mentioned
 day, to wit; the said 4th day of April he the said
 Fabian, together with the said Ellis & Carl delivered
 to this defendant John C. Ambler, the actual &
 exclusive possession of all of said property so con-
 -veyed & transferred by said bills of sale including
 the property described in said bill of complaint
 which possession this defendant Ambler has ever
 since retained and this defendant Ambler
 further states, and this defendant Tickham believes
 such statement to be true, That on the day this
 defendant Ambler purchased said property, and
 said bills of sale were executed, to wit; on the 4th
 day of April 1860, this defendant did see a
 certain Chattel Mortgage of the property in said bill

of complaint described ⁱⁿ the possession of the said Robert S. Fabian which mortgage to the best of this defendant Amblers recollection purported to have been made & executed by the said Carl Fabian & Ellis to the said Henry L. Forrest to secure a promissory note for Five thousand dollars, and also purported to have been acknowledged by them before the said Augustus Pruning, but that said Carl, being present when said Mortgage was produced on said 4th day of April and before the execution of said bills of sale or said purchase was completed, stated to this defendant Ambler in the presence of the said Fabian and Ellis that he the said Carl had never acknowledged said Mortgage before the said Augustus Pruning although the said acknowledgment did so purport, and that all he knew about said Mortgage was, that he had at some prior time executed a blank chattel Mortgage at the request of the said Fabian, without knowing what use to be made of it except that he was told by the said Fabian that they might want to raise some money by giving a chattel Mortgage. That while the said Mortgage appeared to have been acknowledged before the said Augustus Pruning who was at the date of said acknowledgment a Justice of the Peace for the North Division of said City of Chicago, these defendants state and charge that neither the said

Carl. Fabian nor Ellis resided in said North Division at the date of said acknowledgment; That said Fabian also stated to the said Amble at or about the same time prior to the execution of said bills of sale or said purchase had been concluded in the presence of the said Ellis and others that said mortgage was of no legal validity whatever, and that it was cancelled, and as if to convince the said Amble of the truth of said statement partially tore off the signatures thereto as will appear from said mortgage when produced.

That said statements in regard to the said mortgage being of no validity, and that the same was cancelled, were several times repeated by the said Fabian in the presence of the said Carl & Ellis just before the execution of said bills of sale and not denied or contradicted by either of them. They and these defendants say that suppose the said chattel mortgage which this defendant Amble saw on said 4th day of April as herein before stated is the same one which is mentioned & set forth in said Complaints said bill although these defendants have no positive knowledge thereof, but that neither of these defendants have any other or further knowledge of said mortgage in said bill of Complaint described or of the said mortgage which these defendants saw on said 4th day of April than as herein before stated, and this defendant Amble further says and this

defendant Tuckham believes the statement to be true, that from the facts of the said chattel mortgage being out of the possession of the said Forrest, and its defective acknowledgment as well as from the statements of the said Carl and Fabian, and the latter treatment of said mortgage this defendant Amble was led to believe that the same was either fraudulent and of no validity as against the rights of these defendants Amble & Tuckham who were also large creditors of the firm of the said Carl Fabian & Co. as aforesaid or that it was really cancelled, and this defendant Amble was therefore induced to purchase said property as hereinafter stated. And these defendants further say that the purchase of said property so made by this defendant Amble, as aforesaid was in behalf of and for the mutual benefit and satisfaction of both of these defendants and that this defendant Carl Tuckham has an equal equitable interest in the said property with the said Amble.

And these defendants further solemnly answering say that they deny that the said bill of sale from the said Fabian to this defendant Amble was made and given to secure a preexisting indebtedness of the said Carl Fabian & Co. to these defendants not incurred upon the faith of said bill of sale as stated in the said Complainant's said bill except in so far as hereinbefore set forth, and these defendants say that both of said bill of sale was made and given for and

upon the considerations hereinbefore stated and set forth and not otherwise - And this defendant Amble further answering unqualifiedly denies and this defendant Tinkham believes such denial to be true, that at the time the said bill of sale was made it was understood to be made and given as a security for an indebtedness existing from said Carl Fabian & Co. to these defendants upon the payment of which the same was to be null & void, or that it was taken subject to the payment of said alleged indebtedness secured to the said Complainant by the said Note & Chattel Mortgage as stated in said bill of Complaint. And this defendant Amble further answering says he denies and this defendant Tinkham believes such denial to be true. that at the time of the execution of the said bill of sale the alleged indebtedness due the said Complainant and purporting to be secured by said Mortgage was expressly mentioned, or that it was then and there, or at any other time understood and agreed that the same should be first paid out of the property, or that the said Carl Fabian & Ellis or either of them were induced to make and execute the said bill of sale or either of them upon the understanding & agreement that the said alleged indebtedness purporting to be secured by the said Chattel Mortgage to the said Complainant should be first paid out of the said property or any portion thereof or that these defendants or either of

they undertook and agreed to pay the same thereout
 and these defendants further saith that both the
 said bill of sale from the said Coe & Ellis to the
 said Fabian and that of the said Fabian to this
 defendant Ambler are absolute in their terms
 without any conditions of any character being attached
 to them As by said bill of sale now in the possession of
 this defendant Ambler ready to be produced and proved
 as this Court shall direct will more fully appear, and
 this defendant Ambler further saith, and this defendant
 Tinkham believes it to be true, that at the time of the
 execution of said bills of sale it was perfectly under-
 stood and intended as well by the said Coe Fabian
 and Ellis as this defendant Ambler that he should
 have and take a perfect and absolute title of said
 property free and clear of any condition whatever.

That instead of its being understood that said purchase
 was made by this defendant Ambler subject to the
 payment of said indebtedness secured to said complain-
 ant as stated in said bill of Complaint, it was well
 known and understood by the said Coe Fabian
 & Ellis that this defendant Ambler bought said property
 in direct hostility to said chattel Mortgage and under
 the belief that the same was fraudulent and void
 as to him or entirely cancelled from the fact that
 the only statement made by the said Ambler at the
 time said mortgage was mentioned as aforesaid
 or at any other time was to the effect that he

should not recognize the said mortgage as of any validity against the rights to be acquired by him under said purchase - but that if said mortgage was ever attempted to be enforced upon said property - he would resist it and even directed his counsel Clarkson and Tree to insert such intention on his part in the bills of sale to be executed by said Fabian as aforesaid if necessary. That the only motives which induced the said Carl Fabian & Ellis to execute the said bills of sale as aforesaid were the considerations hereinbefore stated, all of which considerations were duly performed by this defendant Amblers acting as aforesaid, and that no such agreement as stated in said Complainant's said bill in regard to the payment by these defendants or either of them of the indebtedness due to said complainant from said Carl Fabian & Ellis was made or contemplated by this defendant Ambler, or even suggested by the said Carl Fabian & Ellis or either of them at the time of the execution of said bill of sale to this defendant Ambler and the purchase of said property by him or at any other time.

And these defendants further answering admit that immediately after the execution of said bills of sale to wit, on the said 4th day of April and before the said complainant had filed his said chattel mortgage for record (if any he has) this said Ambler took into his exclusive possession and control the said goods and chattels & that they claim that they hold

them exempt and discharged from said complainant said mortgage but they deny for the reasons and under the circumstances hereinbefore stated that they or the said Amblers took possession of or now hold said property in fraud of any agreement and understanding upon which said bills of sale were made to the defendant Amblers. And these defendants say that there was no other agreement or understanding between said Carl Fabian & Ellis or either of them with these defendants or either of them to the knowledge or belief of the other of them save as hereinbefore set forth.

And these defendants further answering admit that the said complainant has caused a demand to be made upon them of the said goods & chattels under the said Chattel Mortgage to said complainant as stated in said bill of complaint & these defendants absolutely refused to surrender the same to the said complainant and insist & intend to claim & hold the same first & before the said complainant said Mortgage & without paying him the amount of his said indebtedness & to sell & dispose of the same as these defendants deem proper.

And these defendants charge that the said alleged Mortgage was never executed by the said Carl as in said bill alleged & that it was never acknowledged by him the said Carl before the said Augustus Panning as in said bill alleged.

And these defendants further answering say

they deny the said goods & chattels in said bill of
 complaint mentioned and referred to, are of about
 the value of Fifteen thousand dollars, or anything
 like that sum, and these defendants say, that said
 property when these defendants obtained the possession
 & title thereof, on the said 4th day of April did not
 exceed in value the sum of Five thousand dolls
 exclusive of liabilities & liens thereon, and that since
 that time these defendants have been obliged in
 order to protect their said title to said property, to pay
 & satisfy Mechanics liens which were upon the same
 prior to these defendants obtaining the title thereto
 to the amount of Sixty dollars, and that a suit is
 now pending in this Honorable Court to enforce a
 Mechanics lien on said property in which suit \$350
 dolls are claimed and which these defendants are
 defending, and these defendants further answering
 say that the previous indebtedness due & owing to
 these defendants from the said Coal Fabian & Ellis
 amounted to the sum of \$1500. dollars & upwards & that
 these defendants were in addition thereto obliged to
 pay & advance to the said Coal Fabian & Ellis or on
 their behalf the sum of \$900. dollars at & after the
 execution of said bills of sale & the purchase of said
 property by these defendants, while all the property
 obtained by these defendants did not exceed in
 value the sum of \$13,000 dollars, so that these defend-
 ants have suffered a direct loss of about Four

thousand dollars on account of the said Carl Tobias
 & Ellis even if said Mortgage of said Complainant
 shall be declared to be null & void & against the rights
 of these defts. And these defendants further solemnly
 answering say that they are bona fide purchasers of
 said property for a valuable consideration fully paid
 & they deny that at the time of said sale & transfer to
 them they the said defts, or either of them knew to the
 knowledge or belief of the other or had notice of any
 facts touching the existence & consideration of the
 said note & Mortgage before to said Complt save as
 herein before stated by these defendants & these defendants
 further admit that for the reasons aforesaid, they
 did absolutely refuse to pay said debt, to the said
 Complainant & these defendants submit that they
 have a right to hold said property free & clear of
 any lien of the said complainant, by virtue of
 said Mortgage & that the same is null & void as
 against the rights of these defendants

And these defendants hope and claim to
 have the same benefit of this defence as if they had
 demurred to the said Complainant's bill—

And these defendants deny all & all manner
 of unlawful combination & confederacy wherewith
 they are by the said bill charged without this that
 there is any other matter or cause or thing in the
 said Complainant's said bill of complaint contained
 material or necessary for these defendants to make

answer unto & not herein & hereby well & sufficiently
 answered, confessed traversed & avoided or denied,
 is true to the Knowledge or belief of these defendants, all
 which matters & things these defendants, are ready &
 willing to avow maintain & prove as this Honourable
 Court, shall direct & humbly pray to be hence dis-
 missed with their reasonable costs & charges in this
 behalf most wrongfully sustained.

Edw^d. J. Tinkham
 Jas^o C. Anblee

Clarkmont Tree
 Deft. Solrs.

And afterwards to wit on the twenty second day of October
 in the year aforesaid, said day being one of the
 days of the October term of said Court, the following
 among other proceedings was had and entered of
 record to wit.

Henry S. Forest
 vs.
 Edward J. Tinkham
 John C. Anblee, John C.
 Corl. Rowland Ellis and
 Robert S. Fabian } Bill

And now comes C. C. Bonney
 and enters appearance of said defendant John C. Corl,
 and A. Harrington enters appearance of said

defendants. Edward J Tinkham and John C Amblee
 appearance of Clarkson & Lee as Solicitors for said
 last named defendants being withdrawn

And afterwards to wit on the twenty fourth day of
 the month and year last aforesaid, said day still
 being of the October term of said Court. the following
 among other proceedings was had in said Court,
 and entered of Record to wit.

Henry S Forest.

v.

Edward J Tinkham
 John C Amblee. John C
 Cook, Rowland Ellis and
 Robert L Fabian

Bill

And now again comes
 the parties to this cause by their Solicitors. On Motion
 of Harrington Solicitor for the defendants Edward J
 Tinkham and John C Amblee it is ordered that the
 said Complainant file his replication to answer of
 said defendants by coming in of the Court on Monday
 Morning next and in default thereof that cause
 stand for hearing on the bill and answer.

And afterwards to wit on the twenty fifth day of August in the year aforesaid, said day still being of the October term of said Court. the following among other proceedings was had and entered of Record in said Court to wit:

Henry J Forrest.

vs.

Edward J Suckham
John C Hubler. John H
Carl Rowland Ellis and
Robert A Fabian

Bill

And now again come the parties to this cause, and on Motion Complainant Solicitor no objection being made it is ordered that the rule entered yesterday against Complainant requiring him to file replication by Monday morning be and hereby vacated and set aside and that Complainant have leave to amend his bill of complaint during the term.

And afterwards to wit on the twenty fifth day of October in the year aforesaid, said Complainant filed herein his Amendments to his said Bill of Complaint in words and figures as follows to wit.

In the Superior Court of Chicago.
In Chancery.

Henry L Forrest. }
vs. } Bill
Edward J Tinkham }
et al. }

Amendments to the bill of
complaint filed in this cause

1st Amendment. to be inserted at the end of page 6
of original bill after the words "the same thereout"-
And your Orator further shows that on the
said Fourth day of April 1860. or about that day.
the said John C. Anbler acting for the firm of
E J Tinkham and Co. to induce the said Carl
Fabian and Ellis to transfer and convey to him
for the use of said firm of E J Tinkham & Co., and
as a part of the consideration for such purchase pro-
-mised the said Carl Fabian & Ellis that he, said
Anbler or they said Tinkham & Anbler would
pay, satisfy, and discharge, the said debt due
from the said Carl Fabian & Ellis to Henry L Forrest,
your orator, and induced thereby the said Carl
Fabian & Ellis made such papers & instruments in
writing as conveyed said property to the said John C
Anbler or E J Tinkham & Co. or to John C Anbler for

the use of said firm of C. J. Tinkham & Co.

And your Orator further shows that after ^{the} making of said agreement as he has learned since the filing of the original bill in this cause, and to carry the same into effect the said Lord and Ellis made a bill of sale of their interest in said property and other property of the firm of Lord Fabian & Co. to said Robert S. Fabian, and Robert S. Fabian at the same time, there and then made a bill of sale conveying said property so conveyed to him to the said John C. Butler, but the particulars of each of said bills of sale he cannot with certainty state as they are in the possession of said Defendants Tinkham and Butler but he charges that both of them were made simply and merely to carry into effect the agreement then made between the parties of which the consideration above named formed a part - viz the payment of said note of your orator

And your Orator further shows that he is not with certainty advised as to whether or not said sale to said Tinkham & Butler or said Butler, was ^{but whether conditional or absolute.} Conditional or absolute, one of the considerations thereof was the payment of the indebtedness due your Orator

W. J. Burgess

Sol. for Compt.

And afterwards to wit on the eighth day of November in the year aforesaid, said day & date being one of the days of the November term of said Court. the following among other proceedings was had and entered of Record in said Court to wit

Thomas L Forrest and
Philip R Forrest Executors
of Henry L Forrest deceased

vs.

Edward J Tinkham. John
C Hubler. John H Good
Rowland Ellis and
Robert L Fabian

Bill

And now again comes the solicitor for the Complainant in said cause William T. Burgess and upon the death of Henry L Forrest being suggested it is ordered by the Court. that Thomas L Forrest and Philip R Forrest. Executors of said Henry L Forrest deceased be and they are hereby as such Executors made parties Complainant in this cause, and that the cause be prosecuted in the name of said Executors.

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

Thomas L Forrest & Philip R
Forrest. Executors of Henry L Forrest

vs.

Edward J Finckham. John C Straker.
John H Coak. Rowland Ellis and.
Robert L Hatican

} Bill

And now again comes the parties to this cause, and William D Cassin Solicitor withdraws his appearance as Solicitor for the said defendant John H Coak, and it is ordered that he have leave to withdraw power of attorney from the files, and thereupon upon argument of the parties it is further ordered that the said defendant John H Coak, have leave to withdraw his answer, already filed herein and to file new answer within thirty days from this date.

And afterwards to wit on the nineteenth day of November in the year aforesaid. Edward J Tinkham and John C Ambley filed in the office of the Clerk of said Court their answers to the amendments to the Bill of complaint herein which is in words and figures as follows.

In Superior Court of Chicago.

Thos L Forest and
Phillip R Forest Executors
of the last will & testament of
Henry L Forest deceased
vs.
Edward J. Tinkham et al.

} Answer to
Amendts to Bill

Joint and several answers of Edward J Tinkham and John C Ambley two of the said defendants, to the amendments to the bill of the Complaint filed in this cause.

And these defendants further severally answering say that they deny that on the said fourth day of April 1864. or about that time, or at any other time, this defendant John C Ambley acting for the firm of E J Tinkham & Co. or in any other capacity, to induce the said Carl Fabian Hollis to transfer and convey to him for the use of said firm of E J Tinkham & Co. and as a part of the consideration for

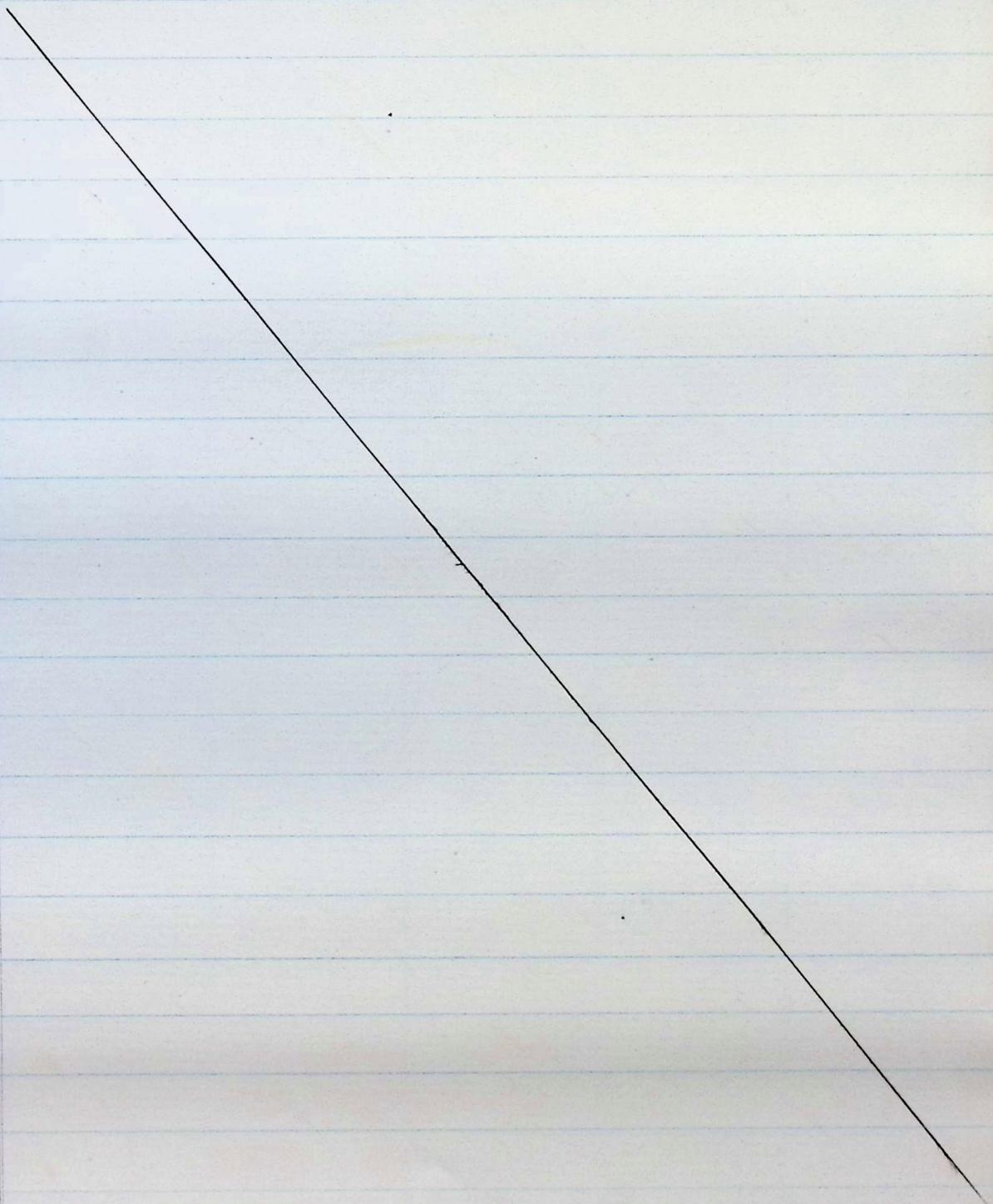
such purchase promised the said Carl Fabian and Ellis, or either of them, that he the said John C. Amble or they the said Tinkham and Amble, or either of them would pay, satisfy and discharge the said debt due from the said Carl Fabian & Ellis to the said Henry S. Forrest, or that the said Carl Fabian and Ellis were induced by any such promise to make such papers and instrument in writing as conveyed said property to the said John C. Amble or C. S. Tinkham & Co. to the said John C. Amble for the use of the said Firm of C. S. Tinkham & Co. but that said transfer and sale of said property was made upon the Considerations hereinbefore in the answer of these defendants set forth and upon none other.

And these defendants further answering say that they deny that there was any such agreement, inducement, or understanding between these defendants or either of them, and the said Carl Fabian and Ellis, or either of them, as is charged in the said bill of the said Complainant or the amendments thereto, or that any part of the consideration for which said bills of sale, or either of them were made was the payment of said note of said Complainant Henry S. Forrest.

A. W. Arrington

Sol. for defendants.

And afterwards to wit on the Sixth day of
December in the year aforesaid John H. Lord
by C. C. Bourney his Solicitor filed in the office
of the clerk aforesaid his answer, which is in
the words and figures as follows.



State of Illinois
County of Cook

In the Superior Court of Chicago
Of the December Term A. D. 1860.

Thomas L. Forrest
Philip K. Forrest
Executors of
Henry L. Forrest

vs
In Chancery

Edman J. Pinkham
John C. Ambler
John H. Cool
Robert L. Fabian
Rowland Ellis

Answer of John H. Cool.

This respondent, having all
exceptions &c. answered to said bill of
Complaint &c. says that he admits that prior to the
fourth day of April A. D. 1860. mentioned in said bill
there was such firm of Cool, Fabian & Co. as is speci-
fied therein, located and doing business at
the City of Chicago, in said County of Cook,
and that this respondent, together with said Robert
L. Fabian, and Rowland Ellis composed said firm

And this respondent further answering says that the business of their said firm was the purchase and distilling of high wines, and vending the products thereof for their gain and profit; and that said business was so arranged and divided that this respondent had the charge and management of the distilling and the business property belonging thereto - said Ellis the charge and management of the books, correspondences, and other office business of said firm, and said Fabian the charge and management of the purchases and sales incident to said business; and said Fabian and Ellis jointly the charge and management of the general financial and monetary concerns thereof.

And this respondent further answering says that from the arrangement and division aforesaid of said business, he has not at any time been and is not now well or particularly cognizant or informed of the financial affairs, assets, profits, credits, liabilities, or pecuniary condition of said firm, and therefore cannot answer what if anything was or is the indebtedness due either to said Henry L. Forrest in his life time, and his legal representatives since his decease, or to said C. D. Timbham Co. nor what securities had been given by said Fabian and Ellis or either of them, for such or any other indebtedness, but this respondent denies that any in-

defences of said Col. Fabian Co. to either of
 the parties aforesaid, or any securities therefor,
 or any evidence thereof, was or ever was incurred,
 made, delivered, or directed by this respondent
 excepting only that personal, but this respondent
 cannot state how many weeks prior
 to said tenth day of January A. D. 1860.
 this respondent at the instance of said Fabian
 signed a blank form of Chattel Mortgage, for
 the purpose of enabling said Fabian, to borrow
 and secure it should he need any in or
 about their business aforesaid, the sum of
 five or six hundred dollars on account of
 their said firm: but whether said Chattel
 Mortgage is the same which said Henry L.
 Forrest claimed to hold against said Col.
 Fabian Co. at the time of filing said bill of
 Complaint, this respondent does not know, and
 therefore cannot answer: and this respon-
 dent denies that he ever acknowledges or
 ratified any such mortgage, and puts said
 complainant to strict proof thereof, and should
 this respondent be so advised, he will also petition
 either of right or by leave, as occasion may require, his
 Excellency that such mortgage and promissory note
 mentioned in said bill are fraudulent and void, as against
 this respondent, and said firm of which he was a
 member as aforesaid, and praying a decree in

that being, and a decree for the surrender and cancellation of such note and mortgage, or that the same are not binding or obligatory on this respondent, or said firm of Carl. Fabian & Co. as such, if cause therefor should thereupon appear and be established.

Not that this respondent desires amends to be paid or defraud said Complainants in the premises but that they may take nothing in and by their said suit, save what they may show themselves well entitled to in equity and good conscience to have decreed to them, &c. And for the protection as well of the bona fide creditors of said Carl. Fabian & Co. as of himself, this respondent desires and prays that this Honorable Court may require of and from said Complainants full proof, not only of the making of such note and mortgage as is alleged in said bill of Complaint, but also of the consideration thereof, and the notice whether actual or constructive, together with the particular circumstances under which the same were given: so that it may sufficiently appear whether the indebtedness set up in said bill of Complaint is any wise tainted with usury or other unfair or unlawful dealing, matter or thing.

And this respondent further answering says that about two weeks before the said fourth

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day of April mentioned in said bill. This
 respondent at the special instance and request
 of said Fabian and Ellis departed from said
 City of Chicago and said State of Illinois,
 and went upon a journey to and through
 the Eastern portion of the United States, for
 the purpose of making and perfecting arrangements
 for the better and more profitable sale of the
 manufactures of said Col. Fabian & Co. and of
 otherwise promoting the interests and well fare
 of said firm, and that this respondent re-
 turned from said journey, and to said Chicago
 on or about the third day of April A. D. 1862.
 and then for the first time was informed by
 said Fabian and Ellis that during the absence
 of this respondent, they had incurred large debts
 amounting to the sum of Twenty Thousand Dollars
 or upwards on account of said firm principally
 for money borrowed, as they alleged from
 said E. D. Tinkham & Co. - and that said firm
 of Col. Fabian & Co. was insolvent and without
 means to carry on said business, but must
 suspend and close up the same: and thereupon
 said Fabian and Ellis said E. D. Tinkham & Co.
 and other persons acting with and for them, urged
 and counselled this respondent to join in a
 sale and conveyance to said Tinkham & Co. for the use
 of said E. D. Tinkham & Co. of all the assets and

property of said firm of Col. Fabian Co. for the
 alleged purpose of securing or satisfying their
 pretend ed indebtedness to said C. J. Durham Co.
 but this respondent, surprised & incredulous, refused
 to do, and then denied and still denies that
 any such indebtedness could in good faith have
 been incurred within the time and in the manner
 alleged, and this respondent then demanded
 and still demands to know for what particular
 purposes, and under what particular circum-
 stances, the money so pretended to have been
 borrowed for said firm of Col. Fabian Co.
 had been obtained and appropriated to, which
 reasonable demand of this respondent was not
 anywise complied with, but thereupon certain
 improper and unlawful means and influences,
 (which it seems irrelevant and unnecessary to introduce
 into this answer, but which this respondent
 intends upon a proper occasion as herein after
 more particularly mentioned, to present a charge
 for the consideration of this Honorable Court)
 was brought to bear upon this respondent, in
 which this respondent on or about the said first
 day of April, yielded to the demands of said
 Fabian and Ellis, and said C. J. Durham Co.
 and joined in a transfer of the assets and property
 of said Col. Fabian Co. through said Robert
 L. Fabian to said John C. Ambler for account

of said E. J. Tinkham Co. but this respondent denies the validity of said transfer, and that he has ever notified, or any one become bound thereby: but this respondent desires by and through the aid of the proper bill in equity to be filed in this Honorable Court against said Fabian, Ellis, Tinkham, Amble and their confederates to impeach said transfer and require of and from the persons aforesaid respectively, a full discovery and disclosure of all and singular the circumstances thereof, and the proceedings anterior thereto, and concerning the same, to the end that such order and decree may be made and enforced as good conscience shall require. And that justice may be thereby done to this respondent, and the bona fide creditors of said Carl Fabian Co.

And this respondent further answering says that if at any time hereafter, any explanation or statement (of or concerning) the answer filed herein for this respondent on the 25th day of August U.S. No. and afterwards withdrawn from the files of this Honorable Court, should be required or seem necessary, whether to promote the proper disposition of this cause, or for the protection or vindication of this respondent, he prays leave to make such explanation or statement, upon his oath or otherwise as shall seem expedient, or this Honorable Court require.

And this respondent further answering says that before and at the time of said transfer to said Edm. C. Ambler, the said E. J. Tinkham & Co were informed and cognizant of the claim of the complainant in said bill of complaint mentioned in substance as set out therein, and that said claim was mentioned among the parties, prior to said sale, and conversation had there upon.

And this respondent further answering says that without further interference between said complainants and said E. J. Tinkham & Co in this their controversy, he hereby gives notice to them respectively, and whom else it may concern, that he stands upon and intends to enforce all his rights in or about the business and assets of said firm of Edm. Tinkham & Co which firm was dissolved in or about said third day of April last - and that this respondent does not anywise intend to waive or surrender or any such right or relinquish any interest which he may rightfully have in or to such business and assets, or any remedy by which he may be entitled, either at Law or in equity thereabouts.

And now having fully answered this respondent prays the discharge hereof with his costs &c. Charles C. Romney, Plaintiff's respondent.

Let the foregoing be taken as an answer to the supplemental Bill filed in this Cause, without prejudice to any right of the defendant Edm. C. Ambler in the premises: and the Cause proceed to a hearing as though a full answer had been put in to it &c. Charles C. Romney Solicitor for defendant
May 13th 1861.

And afterwards to wit on the sixteenth day of
 in the year of our Lord one thousand eight hundred
 and sixty one. said day being one of the days of
 the March term of said Court. the following among
 the proceedings. was had and entered of record
 in said Court to wit

Thomas S Forrest. and
 Philip R Forrest. Executors
 of Henry S Forrest deceased.

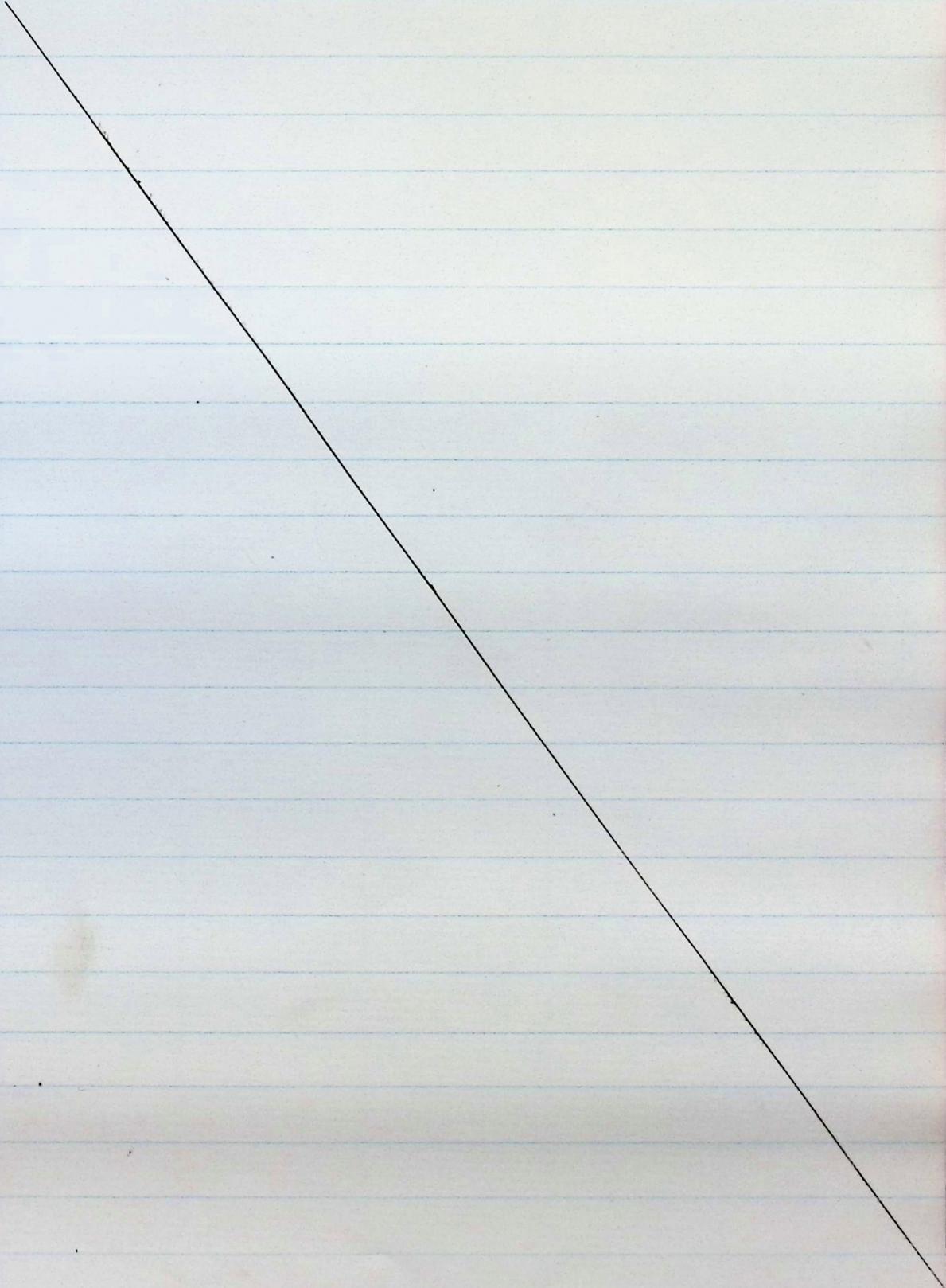
vs.

Edward J Tutham. John C
 Ambley. John H Cook. Rowland
 Ellis and Robert S Tubian

} Bill

This day again came the said complain-
 ants by William J. Burgess their Solicitor, and on
 his motion no objection being thereto made by
 defendants, it is ordered that the complainants
 have leave hereby to file a supplemental Bill herein
 and to make Guleton Jones, and Lowell Fletcher
 parties defendants thereto.

And afterwards to wit on the same day and
year last aforesaid said Complainant filed
in the office of the Clerk of said Court their certain
Supplemental Bill, Exhibit and Bond, which
are in words and figures as follows to wit



To the Judges of the Superior Court
In Chancery sitting

State of Illinois
County of Cook

Your Orators Thomas L. Forrest & Phillip V. Forrest executors of the last will and testament of Henry L. Forrest late of said County deceased. Humbly complaining show unto your honors.

That as they are informed & believe on the _____ day of _____ in the year of our Lord One thousand eight hundred and sixty _____ Henry L. Forrest then in life since deceased filed in this Court on the Chancery side thereof his bill of Complaint against John H. Col. Rowland Ellis, Robert L. Fabian, Edward S. Turkham & John C. Cumber, setting forth among other things that on or about the 10th day of January A.D. said Col. Fabian & Ellis, who were then partners doing business under the firm name of "Col. Fabian & Co" became and were indebted to the said complainant for money by him loaned and advanced to them in the sum of five thousand dollars, and in order to secure the payment thereof with interest at the rate of ten per cent per annum made and delivered to him their certain promissory

note of that date, whereby for value received they promised to pay him or order the said sum of five thousand dollars on the 1st day of April 1861. with interest at ten per cent per annum, and on that occasion and at the same time, as collateral to said promissory note to secure the payment of said indebtedness they made and executed to him a Chattel Mortgage of new date therewith, and thereby in consideration of the sum of five thousand dollars to them paid said Grant. sell, convey & confirm unto him all and singular the goods and chattels with their appurtenances therein described and otherwise known as follows.

Viz. One Alcohol Still column, Iron worm, Steam engine boiler, ten tubs and appurtenances together with the building in which they were contained, known as the Alcohol Distillery of Corl Fabian No. 1 then & now situated on the property rented by said Corl. Fabian No. 1 from the Chicago Dock & Canal Company at the foot of North Water Street & then adjoining that rented by J. H. Reed Co. Prohibited always & that indenture was made upon the special condition that if the said Corl. Fabian & Ellis should on or before the first day of April in the year 1861. pay or cause to be paid to the said Henry L. Forrest the sum of five

thousand dollars, with the interest that might
 accrue thereon at the rate of ten per cent per an-
 num from 10th day of January 1860. until paid
 according to the tenor of a certain promissory
 note offered unto them with then the said in-
 denture should cease & be null & void: but
 it was also further provided among other
 things in & by the same that the same that
 the said Col. Fabian & Ellis should retain
 the possession and have the use of said gross
 and Chastels until the day of payment and
 in case of failure to pay said note when
 due or if said Henry L. Forrest should at
 any time before said note becomes due feel
 himself unsafe or insecure that then he should
 have the right to take possession of the said
 Gross and Chastels wherever the same might
 or could be found, and after giving thirty
 day notice of the time & place of sale in
 manner as therein provided might sell the
 same at public or private sale to the highest
 bidder for cash to make the said sum of money
 and interest together with all reasonable
 Costs Charge and expenses in so doing and
 if there be any surplus, should pay the same
 without delay to the said Col. Fabian & Ellis
 as by said Note & Mortgage would more fully
 appear. That said Mortgage was acknowledged

before Augustus Branning a justice of the Peace
 in and for said County filed for record in the Recorder's
 Office of said County on the 5th day of April 1860.
 That the said Corl. Fabian & Co. on or about
 the fourth day of April 1860 made and delivered
 to Edward J. Pinkham and John C. Ambler, part-
 ners in business under the firm name of E. J.
 Pinkham & Co. with full knowledge on their
 part of the contents of said note and mortgage
 to said Henry L. Forrest a bill of sale or some
 other instrument in writing purporting to
 convey to the said Pinkham & Ambler the goods
 and chattels herein above described which
 instrument was in the possession of said Pink-
 ham and Ambler, and to which reference
 was made for its contents. That he was
 not well advised of the particular clauses,
 conditions or considerations contained or
 expressed in said instrument but that the same
 was made and given to secure a pre existing
 indebtedness of the said Corl. Fabian & Co. to
 said Pinkham & Ambler not incurred upon
 the faith of said bill of sale. That at the
 time the same was made it was understood
 to be made and given as a security for an in-
 debtedness existing from said Corl. Fabian & Co.
 to said Pinkham & Ambler, upon the payment
 of which, the same was to be null & void, and

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subject to the payment of said indebtedness secured to said Henry L. Forrest by said note and Chattel Mortgage, that at the time of executing the said bill of sale the indebtedness due said Henry L. Forrest and secured by said mortgage was expressly mentioned and it was then and there understood and agreed that the same should be first paid out of the property, and the said Cook Fabrician Co. were induced to make and execute the said bill of sale to said Tinkham & Ambler upon the understanding and agreement that the said indebtedness secured by said chattel mortgage to your Orator should be first paid out of the mortgaged property, and the said Ambler then and there agreed to pay the same thereon. That immediately after the execution of said Bill of sale and before the said Chattel Mortgage had been filed in fraud of the agreement and understanding upon which said bill of sale was made to them, the said Tinkham and Ambler took into their exclusive possession and control the said goods and Chattels and claim that they hold them exempt and discharged from said Mortgage and although he called upon and demanded from them the said goods and Chattels under the said Chattel Mortgage they absolutely refused to surrender the same to him, and insist and intend to claim and hold the same for the

indebtedness to and owing to them as aforesaid.
 first and before said mortgage to said Henry L.
 Forrest. And to sell and dispose of the same to persons
 who may not be advised of the equities - the said
 Henry L. Forrest in the premises which he
 may aforesaid they would do unless restrained by
 the order & injunction of this Court. - That the
 said Tinkham & Ambler were not purchasers
 of said property for a valuable consideration
 fully paid - that at the time of such purchase
 by them they knew or had notice of such facts
 touching the existence and consideration of the said
 note and mortgage to him as should have put
 them upon inquiry as to the facts. That said
 mortgaged property was of the value of (\$15,000)
 fifteen thousand dollars. And praying among
 other things that it might be referred to the master
 to take and state an account of what was due
 said Complainant Henry L. Forrest upon said
 note. That the lien of said Henry L. Forrest upon
 said goods and chattels under said chattel mortgage
 for the amount thereby secured be established and
 declared by this Court. And that it be decreed
 that the said Tinkham & Ambler acquire the same
 subject to the lien of said Henry L. Forrest
 thereon under the said Chattel Mortgage, and
 that unless they pay and satisfy the same by
 a reasonable time to be declared by this Court

then that the said goods and Chattels be sold, and out of the proceeds after first paying the expenses this suit and sale, the said amount due your Orator be paid to him, and that in the mean time and until the further order of the Court the said Tinkham & Amble and their agents be enjoined and restrained from selling, assigning, transferring or in any way intermeddling with or using the said goods and Chattels. That some fit and responsible person be appointed by this Court receiver to receive and take charge of said goods and Chattels under the order of the Court.

And that in case the said Tinkham & Amble should have sold and disposed of said goods, to some bona fide purchaser then that they account for and pay over to said Complainant the amount of his said note & mortgage or for such other or further relief as the nature of his case should require should be agreeable to equity & good conscience, as by said bill of Complaint may on file in this Court, reference being thereto had will more fully appear.

And your Orator further shew upon this information & belief - that the defendants named in said bill except the said Ellis have appeared & filed their answers thereto - that afterwards and on the 25th day of October 1868 an Amendment was by leave of said Court filed

to said bill setting forth and stating that on
the said 4th day of April 1860. or about that
day the said Ambler acting for the firm of
E. D. Tinkham & Co. to induce the said Corl. Fabian
& Ellis to transfer & convey to him for the use
of said firm of E. D. Tinkham & Co. and as a
part of the consideration for such purchase
promised the said Corl. Fabian & Ellis that
he said Ambler, or the said Tinkham & Ambler
would pay, satisfy and discharge the said debt
due from the said Corl. Fabian & Ellis to said
Henry L. Forrest - and induced thereby, the
said Corl. Fabian & Ellis made such papers
and instruments in writing as conveyed said
property to the said John C. Ambler or E. D.
Tinkham & Co. ^{or the said John C. Ambler for the use of E. D. Tinkham & Co.} that after the making of said
agreement and to carry the same into effect
the Corl & Ellis made a bill of sale of their
interest in said property & other property of the
firm of Corl. Fabian & Co. to said Robert L. Fa-
bian, and Robert L. Fabian then & there at
the same time made a bill of sale conveying
said property so conveyed to him the said John
C. Ambler that both of them now made simply
and merely to carry into effect the agreement
then made between the parties aforesaid the
consideration above named formed a part
viz the payment of said note of your Orator.

That whether or not the said sale to said Pinkham & Ambler or to said Ambler was conditional or absolute one of the considerations therefor was the payment of the indebtedness due your orator - as by said Amendment now on file in said Court reference being thereto had will more fully appear.

And your Orators further show that the said Henry L. Forrest deposed this life on or about the 24th day of October 1860. having made and published his last Will and testament thereby among other things providing and appointing your orators his executors of his said Will, which will hath been duly admitted to Probate in the said County Court of Cook County, and letters testamentary granted and issued thereon to your Orators, as by said Will & the proceedings of said Probate Court, & the said letters testamentary reference being thereto had will more fully appear.

And your Orators further show that the said Pinkham & Ambler have filed their answer to the said Amendment & said bill, and that your Orators have by order of this Court been made parties complainant in said bill & said suit revived in their name as such executors as aforesaid.

And your orators further shew unto your Honors by way of Supplement & amendment to said Original Bill - upon their information belief that the said Corl. Fabian & Ellis being indebted to James S. Snyder, William C. Packelino & William J. Snyder of Cincinnati Ohio, did on or about the nineteenth day of September in the year of our Lord one thousand eight hundred and fifty nine, make, execute and deliver to them certain chattel mortgage of that date and thereby to secure the payment of seven thousand dollars in eighteen months from the first day of September 1839. with interest at five per cent, the said William C. Packelino, James S. Snyder and William J. Snyder, did convey to them certain property therein described as follows - viz - One Alcohol Still, one engine boiler, eight tubs, one condenser, one boiler, one column - also the building in which said goods & chattels are located, the same being a frame building situated on that part of Block P. in King's Addition therein particularly bounded & described - which are the same identical goods and chattels & building described in & conveyed by the mortgage to said Henry L. Fordet & mentioned in the said Original Bill of Complaint in this Cause

And your Orators further show unto your Honors. Upon their information & belief that at the time of said sale to the said Ambler set out in said original bill as amended, it was expressly understood and agreed that the said indebtedness due under the said Mortgage to the said James B. Snyder, William C. Perkins & William S. Snyder should be paid and satisfied by the said Tinkham & Ambler and their agreement to pay and satisfy the same was one of the considerations that led & upon which the transfer & sale of said property was made to them - and that two thousand dollars of the sum due thereon, had been paid by said Carl. Fabian & Co. before the time of such sale.

And your Orators further show upon their information and belief that the said Tinkham & Ambler since the filing of said Original bill have paid up & satisfied the said indebtedness remaining due upon said Chattel Mortgage to the said Snyder, Perkins & Snyder, but are seeking to keep the same alive as a lien upon said property to injure and defraud your Orators in the premises.

And your Orators further show that

Soon after the filing of said original bill & to
 facilitate the appointment of a receiver the said
 Sinkham & Ambler with one Parleton Jones as
 their security made and executed to the said Henry
 L. Forrest their certain bond dated the
 day of April A.D. 1860. in the penalty of Ten
 thousand Dollars and among other things recit-
 ing the pendency of said suit & conditioned for
 the payment of whatever judgment might be
 rendered therein - as by said bond now in your
 Orators possession will more fully appear.
 A copy whereof is hereto attached & made a
 part of this Bill of Complaint.

And your Orators further show upon their in-
 formation and belief that about the time the said
 mortgage to Snyder, Berkshire & Snyder fell due
 to said Sinkham & Ambler or one of them or some
 person on their behalf or at their suggestion entered
 into a treaty with the said Snyder, Berkshire
 & Snyder or their agents for the purchase of said
 Chattel Mortgage in the name of the said Parleton
 Jones intending thereby to gain some undue ad-
 vantage over your Orators in the prosecution
 of their rights in the premises - of your Orators
 by them instead of paying off and satisfying
 the same of record as they in equity & good con-
 science were bound to do - and to that end

And with that intent the said Tinkham & Amble
 or the said Amble, or some other person at his
 or their request or upon his or their suggestion
 & for his or their benefit advanced the full
 amount of the money due upon said Mortgage
 to said Snyder Berkshire, Snyder and caused
 or procured an assignment thereof to be made
 to the said Salleton Jones - who now claims to
 hold the same as assigned - That the said
 Salleton Jones advanced no means or money
 of his own for such payment but obtained all
 the money so paid to said Snyder Berkshire
 & Snyder either directly or indirectly from the
 said Tinkham & Amble or one of them, or by
 some previous concert & arrangement with
 them to that end, and that he now holds the
 same in trust for them, or for some other
 person who holds it for them, & not for his own
 use or benefit, and that the purchase by
 and assignment to said Salleton Jones is a
 contrivance gotten up at the suggestion of
 or prompted by the said Tinkham & Amble
 or one of them with the intention to keep the lien
 of said Mortgage alive for their benefit after
 the same had been fully paid by said Tinkham
 & Amble or one of them, either directly or indirectly,
 and in violation of their agreement with said Lord
 Fabian & Ellis at the time of said purchase from

them to pay off and discharge the said Mortgage to Snyder Berkeley & Snyden, the benefit of which agreement your Orators are well entitled to.

And your Orators further show upon information & belief, that Lorrell Fletcher is now in the possession of said property described in said Chattel Mortgage, which possession he acquired from said Tinkham & Doubler or one of them since the filing of said original bill. But of the precise terms and conditions upon which he so acquired the same your Orators are ignorant, but they charge upon their belief & so insist that he so acquired the same with knowledge either actual or constructive of the pendency of the suit upon said original bill, and if he ever held or acquired the same in pursuance of any treaty or purchase of said property a part of the consideration to be paid therefor was the payment of said Mortgage to Snyder Berkeley & Snyden, and that in pursuance of such agreement he or some other person at his request had advanced the money to pay up said Mortgage, and taken the assignment thereof in the name of said Shelton Jones with the intent & for the purpose pointed out by to cut off the claims of your Orators upon said property under the said Mortgage to said

Henry L. Forrest, and to acquire the said property from said Tinkham & Ambler indirectly discharged of the lien of your Orators thereon & allowed. And that said words appear if all the negotiations that have taken place among between the said Snyder, Burkhead & Snyder Tinkham, Ambler, Jones & Fletcher touching the sale of said property to said Fletcher & the purchase & assignment of said Mortgage to said Jones were each and all of them fully disclosed.

And your Orators further show that herewith filed marked Exhibit A is a copy of the said Chattel Mortgage from said Corl, Fabian & Ellis to said Henry L. Forrest which is prayed to be taken as part of this bill of Complaint.

And your Orators further show that in further pursuance of the said design and intention to overreach and defraud your Orators in the premises there was published in the Chicago Tribune a newspaper printed and published in the City of Chicago, a notice of the intended sale of said property under the Mortgage to Snyder, Burkhead & Snyder by said Tatten Jones as assignee of said Mortgage on the 15th day of March A. D. 1861. at the hour of ten o'clock A. M. of which notice a copy is herewith annexed and made a part of

This bill purporting to be signed by said Carlton Jones - but whether or not in fact signed by him or caused to be published by him your Orators cannot say, but they charge on their belief that the said notice was gotten up and published at the instigation & under the direction of the said Tinkham or Ambler or their attorney & it would appear if the facts were fully disclosed.

And your Orators further show that they are fearful that the said defendants in this bill the said Tinkham, Ambler, Jones and Fletcher combining together to injure and oppress your Orators in the premises will cause said sale to be made according to said notice to some innocent third person unless restrained by the order of this Court.

And your Orators further show upon their information & belief that at the time said Henry L. Forrest took said Chattel Mortgage from said Col. Fabian Ellis he was not aware of the existence of ^{the} said Chattel Mortgage to Snyder, Parkes & Snyder, & had no knowledge thereof in fact. And that as they are informed believe the said John H. Cool resided at the time of giving the said mortgage to Snyder, Parkes & Snyder in Rock County in this State that the same was not acknowledged or recorded in the County where said Cool so resided.

All which averings and bring neglects, pretences and refusals are contrary to equity & good conscience and tend to the manifest wrong, injury and prejudice of your orator in the premises - And in as much as your orator is admitted up in the premises at and after the strict rules of the Common Law & can only have relief in the premises in this Court where matters of this and a similar nature are properly cognizable and relievable - It is the end therefore that the said John O. Ambler, Edmund J. Pinkham, Sattler Jones - Lowell Fletcher, John H. Coe, Robert L. Fabian & Rowland Ellis Defendants in this bill of Complaint may without oath (their answer under oath being hereby waived) true perfect answer make to the premises.

That the said Chattel Mortgage to the said Snyder, Catherine Snyder may be decreed to be satisfied & paid, that the said Jones be required to discharge the same of record.

That the said Fletcher may be decreed to have acquired said property subject to the rights & liens of your orator in the premises.

And he be restrained enjoined and restrained from selling the same to any other person or persons.

And that the said Sattler Jones until the further order of the Court be enjoined and

restrained from selling the said property under said Chattel Mortgage to August Berkelme Snyder as assignee thereof, and from setting up or insisting upon any right or title or interest in or to the same under the virtue of said Mortgage, either to sell, dispose or take possession thereof or from selling or transferring to any other person the said Mortgage or the pretended indebtedness to secure which the same was given until the further order of the Court.

And that such injunctions be made perpetual.

And for such other or further relief in the premises as the nature of the case may require & shall be agreeable to equity & good conscience.

May it please your Honor to grant your Orators process of injunction as above herein prayed for & also process of summons against the said John C. Ambler, Edward J. Dinkham, Thornton Jones, Lorrell Metcher, John H. Corl, Robert L. Fabian & Rowland Ellis, to appear and answer this bill & to stand to abide by & perform the order & decree of the Court in the premises & your Orators will ever pray &c.

W. A. Gump
Sob.

Thos L. Forrest
Philip B. Forrest
H. &c.

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State of Illinois }
 County of Cook } Thomas L. Forrest
 being duly sworn says he has read the above
 bill by him signed and knows the contents
 thereof & that the same is true of his own knowledge
 & as to matters stated upon information &
 belief and as to those he believes it to be true.

Subscribed and sworn
 to before me this 16th

Thos. L. Forrest

Day of March A.D. 1861

Da Scott

Master in Chancery of
 the Superior Court of Chicago

Chattel Mortgage Sale

Whereas John H. Cool, Robert L. Fabian and Row-
 land Ellis did make, execute and deliver to James
 S. Snyder, William C. Perkins and William
 J. Snyder, their certain Chattel Mortgage deed,
 bearing date the nineteenth day of November in the
 year of our Lord one thousand eight hundred and fifty
 nine to secure the payment of seven thousand dollars
 in eighteen months from the first day of September in
 the year of our Lord one thousand eight hundred

and fifty nine, with interest at six per cent conveying the property hereinafter described, which said Chattel Mortgage is recorded in the Recorder's Office of Cook County in the State of Illinois, in Book 17 of Chattel Mortgages, page 642. And whereas the said James E. Snyder, William C. Perkins and William J. Snyder did on the twenty eighth day of February A. D. 1861. assign and transfer to me, Parleton Jones, all the right, title and interest vested in them by virtue of the said Chattel Mortgage, and whereas also default has been made in the payment of part of said loan of seven thousand dollars, and there is now due thereon the sum of fifty three hundred ninety five ⁵⁰/₁₀₀ Dollars.

Now therefore public notice is hereby given, that I shall on Monday the 11th day of March in the year of our Lord one thousand eight hundred and sixty one, at the hour of ten o'clock in the forenoon of that day, on the premises hereinafter described, in the City of Chicago, under and by virtue of the power and authority in me vested by said Chattel Mortgage, and the said assignment thereof as aforesaid, and for the purposes therein expressed, sell at public auction to the highest and best bidder for cash the goods and Chattels in said Chattel Mortgage described, to wit: one Alcohol Still, one engine and boiler, eight tubs, one condenser, one Worm, one column: also the building in which said goods and Chattels are located, the same

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being a frame building, situated on that part
of Block 8 in Kinzie's Addition, bounded as follows
Commencing on the north of said Block at a point 1,100
feet east from the north west corner of said Block
thence East on said north line 50 feet, thence South
at right angles with last line 185 feet to the South
line of said Block, thence West on said South line
50 feet, thence north 185 feet to the place of beginning,
and was known as number 20 on a map of said
Block's copy file in the office of Ogden, Peterson
& Co. in Chicago.

Chicago, March 6, 1861.

Garleton Jones
Assignee of Mortgage

Know all men by these presents that we
Edward D. Kirkham, John C. Ambler and
all of Chicago in the County
of Cook and State of Illinois are held and firmly
bound to Henry L. Forrest of the same place in
the penal sum of Ten thousand Dollars lawful
money for the payment of which sum we do hereby
bind ourselves our heirs, executors,
and administrators jointly and severally firm-
ly by these presents.

Dated at Chicago sealed with our seals
the day of April A.D. 1860.

The Constitution of this obligation is such that whereas the said Henry L. Forrest did on the day of April A.D. 1860 file in the Superior Court of Chicago on the Chancery side thereof his bill of Complaint against the above Complainees Edward J. Tinkham and John C. Ambler together with John H. Cook, Robert L. Fabian and Rowland Ellis touching certain matters in said Bill alleged and complained of and is about to apply to said Court for an Injunction upon said bill, to restrain the said Tinkham and Ambler from the use of certain goods and Chattels described in said bill, namely One Alcohol Still, Column, Evaporator, Steam engine Boilers ten tubs and appurtenances together with the building in which they are contained known lately as the Alcohol Distillery of Fort. Fabian & Co. of the Chicago Dock & Canal Co. at the foot of North Water Street and adjoining that rented by J. H. Reed & Co. and which are the same goods & Chattels described in a certain Chattel mortgage alleged in said bill to have been made by the said

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Lord, Fabian & Co. to said Forrest on the 10th day of January A.D. 1860. and is about to apply for a receiver in said case which said goods & chattels are now in the possession of the said John C. Ambler and are claimed to be rightfully and properly held by him.

And where as the said John C. Ambler is desirous of retaining the possession of the said goods and chattels and it is agreed between him and the said Forrest that such possession shall be retained by him until the final determination and judicial adjudication of the rights of the said Forrest as against the said Parkham and Ambler or either of them under and by virtue of said bill of Complaint provided that this bond shall be given and that an effort at law or otherwise shall be made by said Forrest or any other through or for him to interfere in any manner with or effect such possession of the said Ambler until such final decree and determination of said Chancery cause be made.

Now then for the condition of this obligation is such that if the said Chancery suit shall be finally determined in favor of the said Forrest as against the said Parkham and Ambler or either of them, and it shall

be decreed therein according to the prayer of
 said Bill of Complaint, and that the said
 Complainant is entitled to the relief prayed
 for by him in his said Bill as against the
 said Tinkham and Ambler or either of them
 and that the said Chattel Mortgage to said For-
 rest alleged and set forth in said bill is a
 valid lien upon the said goods and Chattels
 as against the said Ambler and Tinkham
 or either of them to the extent of the amount claimed
 by said Forrest to be due to him upon and by virtue
 of the said Chattel Mortgage and the note accom-
 panying it from the said Col. Fabian & Co. and
 if after such final decree shall have so
 been made in favor of the said Forrest in
 said Cause as aforesaid the said Tinkham
 and Ambler or either of them shall well and
 truly within a time to be fixed therefor if so
 decreed therein as above provided pay to the
 said Forrest the amount decreed to be due
 to him and to be a valid lien as against
 them or either of them upon the said goods
 & Chattels under said Chattel Mortgage or
 shall deliver up the said goods and Chattels
 to the said Forrest in as good condition
 as the same were when taken possession
 of by the said Tinkham and Ambler or either
 of them subject to lawful liens if any thereon.

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accrued contracted or existing prior to the date of the said alleged Chattel mortgage from the said Col. Fabian & Co. to the said Forrest then this obligation to be void otherwise to be and remain in full force and virtue.

Signed and sealed
in presence of
S. Meyer

Edmond S. Kirkham
John C. Ambler
Tartleton Jones

State of Illinois
County of Cook
Let an order be entered for the issuing of the writ of injunction pursuant to the prayer of the foregoing Bill upon Complainant's filing their injunction Bond, with Joseph N. C. Forrest as surety in the penalty of Fifteen Hundred dollars.

Dated March 16th 1861.

John M. Wilson Chief Justice
of the Superior Court of Chicago.

To the Clerk of the Superior
Court of Chicago.

Exhibit 'A'

This Indenture made and entered into this tenth day of January in the year of our Lord one thousand eight hundred and fifty. Between John H. Corb. Rowland Ellis and Robert. L. Fabian of the County of Cook and State of Illinois, party of the first part, and Henry L. Forest of the same place. party of the second part;

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Five thousand Dollars, in hand paid (the receipt whereof is hereby acknowledged) do hereby grant, sell, convey and confirm unto the said part of the second part his heirs and assigns forever, all and singular the following described Goods and Chattels, to wit

One Alcohol Still - Column - Goose - Horns. Steam Engine - Boiler. Ten tubs and appertinances together with the building in which they are contained in which they are contained. Known as the Alcohol Distillery of Lord Fabian & Co. & situated on the property rented by the parties of the first part of the Chicago Dock and Canal Company. at the foot of North Water Street next and adjoining that rented to J. H. Reed & Co.

Together with all and singular the appertinances thereunto belonging, or in anywise appertaining, to have and to hold, the above described goods and Chattels unto the said party of the second part his heirs

and assigns for ever.

Provided always, And these presents are upon this express condition, that if the said Carl Fabian and Ellis their heirs, Executors, administrators or assigns, shall on or before the first day of April A.D. One Thousand Eight hundred and Sixty one. pay or cause to be paid to the said Henry L Forest. or his lawful attorney or attorney. heirs. executor, administrator or assigns, the sum of Five Thousand Dollars together with the interest that may accrue thereon, at the rate of ten per cent. per annum from the tenth day of January A.D. One thousand eight hundred and sixty until paid. according to the tenor of a certain promissory note of even date herewith. that then and from then forth, these presents and everything therein contained, shall cease and be null and void, anything herein contained to the contrary notwithstanding.

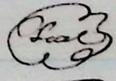
Provided also, That the said Henry L Forest may retain the possession of and have the use of said Goods and Chattels until the day of payment aforesaid, and at his own expense to keep said Goods and Chattels; and also at the expiration of said time of payment, if said sum of money together with interest as aforesaid, shall not be paid, to deliver up said Goods and Chattels in good condition to said Carl Fabian and Ellis or their heirs

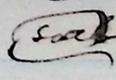
executors administrators or assigns.

And Provided Also, That if default in payment as aforesaid, by said parties of the first part, shall be made, or if the said party of the second part shall at any time before the Note becomes due, feel himself unsafe or insecure that then the said party of the second part or his Attorney Agent Assigns, heirs executors or administrators shall have the right to take possession of said Goods and Chattels, wherever the same may or can be found, and sell the same at public or private sale to the highest bidder, for cash in hand, after giving thirty days notice of the time and place of said sale, together with a description of the Goods and Chattels to be sold by at least twenty advertisements, posted up in public places in the vicinity where said sale is to take place, and proceed to make the sum of money and interest promised as aforesaid, together with all reasonable costs, charges and expenses, in so doing; and if there be any surplus, shall pay the same without delay to the said parties of the first part or their legal representatives.

In testimony Whereof, The said part^s of the first part have hereunto set their hands and affixed their seals the day and year first herein written.

Signed Sealed and
delivered in presence of.

John H. Carl. 

Roulan Ellis 

Robt. L. Fabian 

(10) State of Illinois
Cook County } S.S.

I Augustus Pruning a Justice
of the peace in and for said County, do hereby
certify, that this Mortgage was duly acknowledged
before me by the above named John Mc Leod,
Rowland Ellis & Rob^t. L. Fabian this eight day
of February AD 1860.

Augustus Pruning *(Seal)*
Justice of the peace

State of Illinois
County of Cook } S.S.

31.352.

This instrument was filed for
record the fifth day of April at the hour of
8 1/2 o'clock 1860. and duly Recorded in Book
21. of C. 7th page 262

W^m L. Church Clerk

(Injunction Bond)

Know all Men by these presents. That We
Philip N Forrest. and Thomas L Forrest as
principals and Joseph N C Forrest as their surety
are held and firmly bound unto John C Stabler
Edward S Tinkham Lowell Hatcher & Talleton Jones
in the penal sum of fifteen hundred dollars. for
the payment of which well and truly to be made

unto them their executors or administrators - or assigns
we do bind ourselves our heirs executors and
administrators jointly & severally firmly by these
present.

Signed Sealed and dated this day
of March A.D. 1861.

The condition of this obligation is such
that whereas the said Philip R Forrest. & Thomas L
Forrest. as executors of Henry L Forrest deceased
have filed their supplemented bill in the Superior
Court of Chicago of Chicago. on the Chancery side
thereof against John C Ambley Edward C
Tinkham Lowell Fletcher. & Turlington Jones - & John
H Cook Robert L Fabian & Rowland Ellis.
praying among other things against the said
Fletcher & Jones touching certain matters therein
complained of.

Now therefore if the said Complain-
ants shall prosecute their suit to effect & pay
& satisfy all such damages as the said Fletcher
Jones Tinkham & Ambley may sustain by
occasion of the wrongful issuing of said writ of
injunction in case the same shall be dissolved
then this obligation to be void otherwise to remain
in full force

Thos L Forrest.

Phil R Forrest.

Jos W Forrest.

[Signature]

[Signature]

[Signature]

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And afterwards to wit on the same day and year last aforesaid. then issued out of and under the seal of said Court. the People's Writ of Summons and Injunction which said Writ with the Sheriff's returns thereon endorsed are in the words and figures as follows to wit.

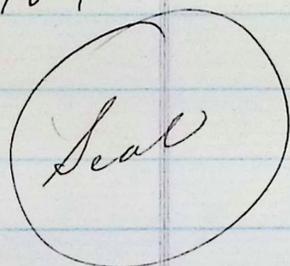
State of Illinois }
County of Cook } S.S.

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

We Command You that you Summon John W. Ambler. Edward J. Tinkham. Tarkenton Jones. Lowell Fletcher John Kelev. Robert S. Fabian. Howland Ellis if they shall be found in your County, personally to be and appear before the Superior Court of Chicago, of Ill. on the first day of the month before them to be holden at that Court house in the City of Chicago, said County, on the first Monday of April next. to answer unto Thomas S. Forrest. & Philip R. Forrest Executors of the last will & testament of Henry S. Forrest. deceased in their certain supplemental Bill of Complaint. filed in 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 executed the same.

Witness Walter Kimball Clerk



of our said Court. and the Seal
thereof, at the City of Chicago,
aforesaid, this Sixteenth day of
March A.D. 1861.

Walter Kimball Clerk

Sew^d this writ by leaving a true copy with John C
Ambley. Edward J Tinkham. Tarkenton Jones.
Lowell Fletcher + John Fabian the 19th day of
March 1861. A C Keesing Sheriff.
by Wm. P. Gray Deputy.

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State of Illinois
County of Cook } S. S.

The People of the State of Illinois:
To Turlington Jones & Lowell Fletcher impleaded
with John L. Ambler Edward S. Tinkham, John H.
Coak, Robert S. Fabians & Rowland Ellis and to your
Attorneys, Solicitors, Agents and Servants, and to each
and every of them. Greeting:

Whereas it hath been represented to the
Superior Court of Chicago, in said County and State
aforesaid, on the part of Thomas S. Forrest & Philip
R. Forrest executors of Henry S. Forrest deceased.
Complainants in their certain Supplemental bill of
Complaint exhibited before and filed in said Court,
against you the said Jones & Fletcher impleaded as
aforesaid to be relieved, touching the matters and
things therein complained of. In which said
bill, it is stated, among other things, that you are
combining and confederating with others to injure
the Complainant, touching the matters set forth
in said bill, and that your actings and doings in
the premises are contrary to equity and good conscience.
And it having been ordered by said Court that a
writ of disjunction issue out of said Court, according
to the prayer of said bill; We therefore, in con-
sideration thereof and of the particular matters in said
bill set forth. Do Strictly Command You, the said
Jones & Fletcher and the persons before mentioned,

and each and every of you, that you do absolutely Resist and refrain from you the said Jones from selling or causing to be sold on the 18th day of March instant or at any other time the goods and chattels specified in said bill of Complaint and in a notice of which the following is a Copy. Viz -

Chattel Mortgage Sale

Whereas, John & Carl Robert & Fabian and Rowland Ellis did make execute and deliver to James S Snyder William C Berkshire and William F Snyder their certain Chattel Mortgage deed, bearing date the nineteenth day of November in the year of our Lord one thousand eight hundred and fifty nine, to secure the payment of seven thousand dollars in eight months from the first day of September in the year of our Lord one thousand eight hundred and fifty nine with interest at six per cent conveying the property hereinafter described, which said Chattel Mortgage is recorded in the Recorder Office of Cook County, in the State of Illinois in Book 17 of Chattel Mortgages page 142. And whereas the said James S Snyder William C Berkshire and William F Snyder did on the twenty eighth day of February AD 1861 assign and transfer to me Talcott Jones all the right title and interest vested in them by virtue of the said Chattel Mortgage: And Whereas also default has been made in the payment of part of said sum of seven thousand dollars, and there is now due thereon the sum of

fifty three hundred ninety five $\frac{50}{100}$ dollars.

Now therefore, public notice is hereby given that I shall on Monday the eighteenth day of March in the year of our Lord One thousand eight hundred and sixty one at the hour of ten o'clock, in the forenoon of that day, on the premises hereinafter described, in the City of Chicago, under and by virtue of the power and authority in me vested by said Chattel Mortgage, and the said assignment thereof as aforesaid, and for the purposes therein expressed, sell at public auction to the highest and best bidder for Cash, the goods and chattels in said Chattel Mortgage described, to wit: One alcohol still, one Engine and boiler, eight tubs, One Condenser, One Horn One Column, eight tubs, also the building in which said goods and chattels are located, the same being a frame building situated on that part of Block Eight in King's Addition, bounded as follows commencing on the North line of said block at a point 100 feet east from the Northwest corner of said block, thence east on said North line 50 feet, thence South at right angles with last line 185 feet to the South line of said block, thence west on said South line 50 feet, thence North 185 feet to the place of beginning, and now known as number 20 on a Map of said Block 8 on file in the office of Ogden Fleetwood & Co. in Chicago.

Chicago March 6. 1861

Tarleton Jones Assignee of Mortgage

and from setting up or insisting upon any right title or interest in or to the said property conveyed by virtue of said Mortgage, either to sell dispose or take possession thereof & from selling or transferring to any other person the said Mortgage or the pretended indebtedness to secure which the same was given until the further order of the Court. and you the said Fletcher from selling the same goods, and chattels to any other person or persons. until the Honorable Court in Chancery sitting shall make other order to the contrary. Hereof fail not, under the penalty of what the Law directs,

Witness Walter Kimball, Clerk of our said Court, and the Seal thereof,
at Chicago, in said County this 16th
day of March A.D. 1864.

Seal.

To the Sheriff of said County to execute. Walter Kimball Clerk
and return in due form of Law.

Served this writ on the within named defendants by delivering copies thereof to them this 18 day of March 1864. Attesting Myself by
W. P. Gray. Deputy

And afterwards to wit on the 21st day of March in the year aforesaid, there was filed in the office of the Clerk of said Court, a certain deposition in words and figures as follows to wit

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

The People of the State of Illinois:

To Any of the Justices of the Peace, in any of the United States.

WHEREAS, it has been represented to us that Rowland Ellis

material witness in a certain cause now depending in our Superior Court of Chicago, in and for the County of Cook aforesaid, between Henry S. Forrest et al.

Plaintiff, and John C. Amble et al

Defendant, and that the said witness reside at _____ aforesaid, without the said State of Illinois, and that his personal attendance cannot be procured at the trial of the said cause: Now know ye that we, in confidence of your prudence and fidelity, have appointed you commissioner to examine the said witness, and do, therefore, authorize and require you to cause the said witness to come before you at such time and place as you may therefor designate and appoint, and diligently to examine the said witness on the oath or affirmation of said witness by you first duly in that behalf administered, and faithfully to take the deposition of the said witness upon all interrogatories enclosed with or attached to these presents, both on the part of the said plaintiff and of the said defendant and none others; and the same when thus taken together with this Commission, and the said interrogatories, to certify into our said Superior Court of Chicago with the least possible delay.

WITNESS, WALTER KIMBALL, Clerk of our said Court, and the seal thereof, at Chicago, in said County, this _____ day of

February A. D. 1861.

Seal

Walter Kimball

CLERK.

The Commissioner will please note the amount of his fee here. \$3.25.

Attach certificate of magistracy - & omit copying interrogatories, refer to them by N°.

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INSTRUCTIONS

AS TO THE MODE OF TAKING, CERTIFYING AND RETURNING DEPOSITIONS ACCORDING TO THE STATUTE LAWS OF ILLINOIS.

1. Caption to the Deposition.

"THE DEPOSITION of _____ of the county of _____ and State (or Territory) of _____ a witness of lawful age, produced, sworn and examined, on his corporal oath, on the _____ day of _____ in the year of our Lord one thousand eight hundred and _____ at the office (or house) of _____ in the town (or city) of _____ in the county of _____ and State (or Territory) aforesaid, by me _____ a Commissioner, (or "by us" if more than one Commissioner, inserting all the names of the Commissioners) duly appointed by a DEDIMUS PROTESTATEM or COMMISSION, issued out of the Clerk's office of the Superior Court of Chicago of Cook County, in the State of Illinois, bearing TESTE in the name of _____ Esq., Clerk of the said Court, with the seal of said Court affixed thereto, and to me (or "us" if more than one,) directed as such commissioner (or "commissioners") for the examination of the said _____, a witness in a certain suit, and matter in controversy, now pending and undetermined in the said Superior Court of Chicago, wherein _____ is plaintiff and _____ defendant, in behalf of the said _____ as well upon the cross interrogatories of the _____ as on the interrogatories of the _____ which were attached to or enclosed with the said commission and upon none others. The said _____ being first duly sworn by me, (or "by _____ one of the said Commissioners," if more than one,) as a witness in the said cause, previous to the commencement of his examination to testify the truth, as well on the part of the plaintiff as the defendant, in relation to the matters in controversy between the said plaintiff and defendant, so far as he should be interrogated, testified and deposed as follows :

"Interrogatory First;" (here insert the first interrogatory.)

"Answer to first Interrogatory;" here insert the answer,) and so on successively, in the order in which the interrogatories may be propounded and answered. Then follow: "Cross Interrogatories and answers thereto by the witness on the part of the defendant," (or plaintiff as the case may be.) (Here again write down the interrogatories and the answers successively in the order aforesaid.) After the deposition is taken, the interrogatories and answers should be read over to the witness, and if he assents to the truth of the answers as written down, the witness will then sign his name at the bottom of the deposition, and swear to the truth of it before the Commissioner, (or before one of the commissioners, if more than one.) This oath is in addition to the preliminary oath which is administered previous to the commencement of his examination.

The Commissioner should then certify as to the time, place, and manner of taking the deposition, as follows:

I _____ of the county of _____ and State (or Territory) of _____ a commissioner duly appointed to take the deposition of the said _____ a witness whose name is subscribed to the foregoing deposition, do hereby certify that previous to the commencement of the examination of the said _____ as a witness in the suit between the said _____ plaintiff and the said _____ defendant, he was duly sworn by me as such commissioner, (or "by _____ one of said commissioners," if more than one) to testify the truth in relation to the matters in controversy between the said _____ plaintiff, and the said _____ defendant, so far as he should be interrogated, concerning the same; that the said deposition was taken at my office (or "at the house of _____," in the city (or "town") of _____ in the county of _____ and State (or "Territory") of _____ on the _____ day of _____ A. D. 18 _____; and that after said deposition was taken by me (or "us") as aforesaid, the interrogatories and answers thereto, as written down, were read over to the said witness, and that thereupon the same was signed and sworn to by the said deponent _____ before me (or "us"); the oath being administered by _____ one of said commissioners; (where there are more than one,) as such commissioner, at the place, and on the day and year last aforesaid.

[Signed]

" _____ Commissioner."

[The foregoing certificate of the commission should be signed at the foot or bottom of the deposition, immediately following the signature of the witness.]

The commissioner should then fold up the deposition as thus taken and certified, together with the commission and interrogatories, and all exhibits (if any,) produced on the examination, properly marked or lettered as "exhibit A," "exhibit B," &c., and enclose the whole in a suitable wrapper or envelope, and then seal up the same securely with three seals, writing his name transversely across the middle seal; or if two commissioners, they will each write their names, one on each side of the outside seals; or if three commissioners, then each one will write his name across one of the seals in manner aforesaid. The commissioner (or commissioners) will also endorse the names of the parties to the suit; transversely across one end of the package thus sealed up, according to the proper title of the suit, and direct the same to the proper address of the clerk who may issue the commission, and transmit the same by mail to the proper post office. Neither of the parties to the suit, or their attorneys or agents, or any person at all interested in the event of the suit, are permitted by law to dictate, write or draw up, any part of the deposition required to be taken as aforesaid.

N. B. It is important to the validity of the deposition, that these requirements and instructions should be strictly attended to.

P. S. One caption will answer for the depositions of several witnesses, where they are all taken at the same time and place, to be read as evidence in the same suit, by so modifying the form here given, as to make it applicable to the number of witnesses to be examined,—as, for instance, at the commencement, say: "The depositions of A, B, C, D and E F, of the county of _____ and State of _____ witnesses of lawful age, produced, sworn and examined, on their respective corporal oaths," &c., and then in the latter part of the caption, say: "The said A, B, C, D and E, F, being first duly sworn by me as witnesses in the said cause," &c. Then, at the commencement of each deposition, say: "Interrogatories propounded to the said A B, a witness produced and sworn as aforesaid, on the part of the said _____ and his answers thereto, as follow:

"Interrogatory 1st." (Here insert the first interrogatory.)

"Answer to 1st interrogatory." (Here insert the answer.)

And so on successively with all the interrogatories to be propounded to that witness. Then insert the cross-interrogatories, as before directed. The deposition should then be read over to the witness, and signed, and sworn to by him before the next witness is examined. Then proceed with the second and third witnesses in like manner to the end.

One certificate, as to the time, place and manner of taking such depositions, and that each one was signed and sworn to by such witnesses respectively, will be sufficient, provided due care be taken to insert the names of ALL the witnesses, and the certificate in other respects be in conformity with the form given in the first instance.

Great care should always be taken to attach such depositions firmly together by means of a tape or ribband, and using wax or wafers when necessary.