

No. 14615

Supreme Court of Illinois

Cooley

vs.

Willard et al

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REME COL

RD GRAND DIVISION.

No.

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J. W. Middleton & Co., Stationers, 190 N. 4th St.

The People of the State of Illinois by the
Grace of God free and Independent!

To all to whom these
presents shall come Greeting

Know Ye
that we having caused to be inspected the
Records and proceedings now remaining
in the office of the Clerk of our Circuit
Court in and for our County of Will
in the State of Illinois do find there certain
Records and proceedings in the words and
figures following to wit:

To the Honorable Josse C. Boston Judge of
the Eleventh Judicial Circuit in the State of
Illinois and presiding Judge of the Will County
Circuit Court In Chancery Sitting

Humbly Complaining shows
unto your Honor your Orator Miram Cooley
Complainant of the State of Illinois That on or
about the Twenty third day of October in the
year of our Lord one thousand eight hundred
and fifty eight your Orator being in want
of money he your said Orator borrowed
and hired from one Jacob P. Willard (whom
your Orator prays may be made party defendant
to this bill) the sum of eight hundred dollars
with interest at the rate of ten per cent

per annum. And that for securing the payment thereof in one year after the date of the time of borrowing the said money your Orator made his promissory note for the sum of Eight hundred dollars payable to the said Jacob P Willard in one year from the said twenty third day of October A.D. 1858, at the rate of ten per cent interest per annum, said note being made payable at the office of one Paschal Woodward in the City of Chicago and the said note was delivered to the said Woodward in folio and your Orator at the same time received the said money so borrowed from the hand of the said Woodward. That the said Woodward was the person with whom your Orator transacted all the business relating to the said loan in the City of Joliet in said County of Will and your Orator at the same time also made & executed a Trust Deed to the said Paschal Woodward, to ~~serve~~ secure the payment of the said borrowed money and the said promissory note of the following described premises to wit:

The West half $\frac{1}{2}$ of the North East quarter of Section Six (6) Township Thirty four (34) Range Twelve (12) East of the third principal Meridian & the South West fraction of the South East fraction of the North East quarter

(South of the Indian Boundary line) and
the North East quarter (North of the Indian
Boundary line) of said Section Six (6) in Town-
ship and Range aforesaid - Containing in all
one hundred and fifty five acres and forty
seven hundredths of an acre of land which is
in substance as follows. The following being
a copy of said Trust deed and made a part
of this your Orators bill of complaint and
marked "A" "Whereas William Cooley
"party of the first part of the County of Will
"State of Illinois has executed a certain promissory
"note of even date herewith payable to Jacob P.
"Willard or order in one year after date with
"interest at the rate of ten per cent per annum
"payable semi-annually at the Office of J.
"Woodward in Chicago -

"Now Therefore the
said William Cooley party of the first part
to secure the payment of said Note according
to its tenor and effect, in consideration of one
dollar, and the further sum of Eight hundred
dollars the receipt whereof is confessed, doth
grant bargain sell and convey unto
Paschall Woodward of the City of Chicago
of the County of Cook in the State of Illinois
his heirs and assigns forever the premises described
as follows The West half (1/2) of the North

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East quarter ($\frac{1}{4}$) of Section Six (6) Township thirty four (34) Range twelve (12) East of the third (3) Principal Meridian, also South West fraction of the South East fraction of the North East quarter ($\frac{1}{4}$) (South of the Indian Boundary line) And the North East quarter ($\frac{1}{4}$) (North of the Indian Boundary line) of said Section Six (6) in Township and Range aforesaid containing in all one hundred and fifty five (155) acres of land situated in the County of Will State of Illinois together with all and singular the privileges and appurtenances thereto belonging

"In Trust nevertheless, that in case default be made in the payment of said note, Principal and interest or any part thereof according to the tenor and effect of said note then on the application of the legal holder of the said note the said Paschall Woodward after publishing a notice in a newspaper printed in the City of Chicago in the State of Illinois ten days before the day of such sale to sell the said premises, and all right and Equity of redemption of the said William Cooley party of the first part their heirs and assigns therein at public auction at the Court House door in said City of Chicago to the highest bidder for cash, at the time mentioned in said notice

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And to make execute and deliver to the ^{purchase or} purchasers thereof a deed or deeds for the premises so sold; And out of the proceeds of such sale to pay all costs or expenses incurred in advertising and selling said premises also the principal and interest due on said note. And upon further trust, upon payment of said promissory note according to the tenor and effect thereof, then to reconvey said premises to the party of the first part at his costs. And the said William Cooley party of the first part for himself and his heirs — executors and administrators covenants with the said Paschall Woodward that he is legally seized of said premises in fee simple and that he has good right and full power to grant, bargain and sell the same in form aforesaid that the same are free from all incumbrance, and that he will and his heirs, executors ^{and} administrators shall forever warrant and defend the same against the lawful claims of all persons.

Signed and Sealed the twenty third day of October A.D. 1858

William Cooley 
Gelia S Cooley 

With the usual and legal acknowledg-
ment to said deed of Trust on the same and
which was afterwards and on the same day

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duely recorded in the office of the Recorder
~~in the Office of said~~ ^{Will} County in Book "36" of
 Pages 571 & 572 as by reference thereto being had
 will more fully appear

And your Orator
 further states that afterwards and on or
 about the twenty second day of October in
 the year of our Lord one thousand eight
 hundred and sixty your said Orator
 paid the said sum of eight hundred
 dollars so ~~paid~~ ^{borrowed} as aforesaid with
 all the interest which was due on the
 said note to the said Paschel Woodward,
 who was the duly authorized agent of the
 said Jacob P Willard and which said
 said Woodward so received the said
 money in full satisfaction of the said -
 promissory note, and the said Woodward
 afterwards released and reconveyed the
 said land described as aforesaid in the
 said Trust Deed, to your Orator, and releasing
 and thereby acknowledging satisfaction and
 payment of said promissory note under his
 hand and seal as will more fully appear
 by reference thereto in the Recorder's office
 of said Will County, the said Release and
 conveyance being recorded in said Recorder's
 Office of the Recorder's office of said Will

County And the said Paschall Woodward
at the said time and in the office of the
Recorder aforesaid delivered up the said
Trust Deed to your Orator

Your Orator states that
the said deed of Trust was drawn up in
the hand writing of the said Paschall Wood-
ward and signed by your Orator & Julia E
his Wife and the name of William Cooley
was put in the body of the said deed instead
of the name of Wiram Cooley through
a mistake

Your Orator further states that
the said Paschall Woodward in the office of the
said Recorder of the County of Will handed the
said Deed of Trust to your Orator at the said time
of the reconveyance folded up as a note, and your
Orator supposed that the said note was wrapped
up in the said deed of Trust, and did not examine
the same until he had left the said office and
at another time of the day afterwards,
and your Orator opening the said deed of Trust
to the utter astonishment of your Orator he
discovered that the note was missing,
and thereupon your Orator went immediately
to the office of the said Recorder to see if the said
Woodward was still there, but he was not to be
found in the said office, but in a subsequent

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part of the day he saw the said Woodward
and the said Woodward stated that the
said Note was in Chicago & that he would
send it down to the City of Joliet to your Orator.

But so it is may it
please your Honor the said Woodward never
sent the said Note to your Orator but wholly
failed to do so

Your Orator states that the
said Paschall Woodward was the duly and
authorized agent of the said Jacob P. Willard
to transact all the business in relation to the
lending of the said Money and conducting and
finishing up the business relating to the same
from the beginning to the conclusion of the
same

Your Orator states that the money
due on the said note was paid to the said
Woodward in the City of Joliet forty miles
from the City of Chicago where the said
Woodward held his office at Chicago where
the said note was (at the time the said Money
was paid on the same in full satisfaction
of the said note as the said Woodward stated)

Your Orator had well hoped that the said
Paschall Woodward would as an honest man
keep his word good and send the said note
to your Orator

But so it is may it please

1 3 9

your Honor, The said Jacob P Willard on or about the first day of October 1860 in the Will County Circuit Court had a judgment entered up on the said note for the sum of eight hundred and sixty four dollars and the further sum of four dollars and seventy cents costs against your orator by the said Court of Will County aforesaid.

And your Orator states and charges the fact to be that the said Jacob P Willard now wickedly, dishonestly and fraudulently seeks to ~~cause~~ cause your Orator to pay the money over again and to recover the further sum of eight hundred and ^{sixty} ~~fifty~~ four dollars and costs or thereabouts from your said Orator before he will cancel the said note & judgment. Your Orator states that the said Willard has actually caused an execution ~~for~~ Bill to be issued on said judgment out of the said office of the Clerk of the Will County Circuit Court on the thirteenth day of November 1860 & made the seal thereof directed to the Sheriff of said Will County that of the goods and chattels, Lands and tenements of Wiram Cooley your said Orator, the said Sheriff ~~can~~ cause the sum of eight hundred & sixty four dollars and costs of entering up said judgment to be

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made

And your Orator states that the said Sheriff, whose name is Alonzo Leach actually proceeded in obedience to the said writ of Execution to levy upon the land of your Orator, and on the thirteenth day of November last 1860 the said Alonzo Leach at the instance of the said Jacob P. Willard and in obedience to said writ levied upon the identical land described in said Deed of Trust to wit: the "South west fraction of South East fraction of the N E $\frac{1}{4}$ of South of the Indian Boundary line & the North East quarter $\frac{1}{4}$) ~~the~~ North of Indian Boundary line Section Six (6) Township thirty four (34) Range Twelve (12) East, and now threatens to sell the same at the instigation of the said Jacob P. Willard to satisfy said judgment.

Your Orator states that at the same time that he gave the said note to the said Willard he also gave a power of Attorney to the said Paschall Woodward or any Attorney to enter up judgment on the same note in any Court of Record in term time or in vacation or before any justice of the Peace in any of the States or territories of the United States at any time after the date of the said note & to make service

of proofs and confers a judgment in favor
of the said Jacob P. Willard or his assign
or assigns upon the said note or so much
as appeared to be due And your Orator
states that notwithstanding the said note
had been fully paid and the interest due
on the same, And in face of the fact that
the said Woodward the said agent of the said
Willard had released and reconveyed the said
premises to your Orator ~~in~~ a full satisfaction
of the payment of the said note as appeared by
the said Record, the said Jacob P. Willard -
proceeded on or about the first day of October
last to have a judgment entered up in
the said Will County Circuit Court upon
the said note against your Orator without
giving your Orator notice in any way or
manner whatever. And your Orator states
that he knew nothing of any such judgment
or that the said Willard was going to proceed
against ~~against~~ your Orator upon said note
until the said Sheriff had actually levied
upon the said land and then he heard of it
only by accident

Your Orator states that he
had no notice whatever that the said -
Willard intended to proceed ~~as~~ as aforesaid
upon the said note against your Orator, and

your Orator states that he has had no opportunity ^{in a court} ~~under course~~ of law to defend the said note

To the end Therefore and forasmuch as your Orator is remediless in the premises by the strict rules of the common law and can only obtain relief in this Honorable Court where matters ~~matters~~ of this kind are properly cognizable and relievable to the end therefore that the said Jacob P. Willard and the said George Leach ~~when~~ where your Orator prays may be made parties defendant to this his bill of complaint may full true direct and perfect answer make to all and singular the matters and things herein = before stated and charged (but without their corporal oaths which are hereby expressly waived) and that as fully and particularly as if the same were here repeated and they thereto severally and specifically interrogated And that the said Jacob P. Willard may be decreed to deliver up said note and power of attorney to your Orator and that the same may be cancelled and that the said Willard his agents attorneys and confederates be decreed to cancel said judgment of record, and forever ^{enjoined} ~~relinquish~~ by this

14 13 1

Honorable Court from collecting said judgment or from suing upon said note or interfering in any way whatever with said judgment or note except to cancel the same And in the meantime that the said Alonzo Leach and his agent or agents may be restrained and enjoined from advertising and selling the "South West fraction of the South East quarter fraction of the North East ~~fraction~~ quarter North of the Indian Boundary line + North East quarter North of Indian Boundary line Section Six (6) Township thirty five four (34) Range twelve (12) East of the third - principal Meridian" in any way shape or or manner to any ^{or persons} person, whomsoever and that your orator may have such other and further relief as shall be agreeable to Equity

May it please your Honor to grant unto your Honor Orator the Peoples most gracious Writ of Injunction issuing out of and under the seal of the Will County Circuit Court, to be directed to the said Jacob P. Willard and the said Alonzo Leach their and each of their agents or agents, Attorneys, Attorneys, and confederates to restrain each and every of them from Proceeding to collect the said -

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judgment rendered against Miram Cooley
your Orator in the Circuit Court of Will
County on or about the first day of October
in vacation October Term thereof in favor
of the said Jacob P Willard & against your
Orator the said Miram Cooley or in any
manner meddling with or interfering with
the said judgment And that the said George
Leach and his Agents may be restrained and
enjoined from in any way or manner
advertising and selling the "South West
fraction of the North East fraction of the North
East quarter South of the Indian Boundary
line & the North East quarter North of the Indian
Boundary line & ~~the North East~~ Section Six (6)
Township Thirty four (34) Range twelve (12) East
or from proceeding to use in any way or manner
against the said Miram Cooley your Orator
the said Execution or fee bill or fee bills issued
out of the Will County Circuit Court on the 13th
day of November AD 1860

And may it please your
Honor the premises considered to grant unto
your Orator a writ of Summons directed to the
said Jacob P Willard and the said George
Leach Commanding them and each of them
on a certain day and under a certain
penalty therein to be inserted to be

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and appear before said Will County Circuit
Court and then and there to answer the
premises and further to stand to and abide
such order and decree therein as shall
be agreeable to ~~your~~ honor equity and
good conscience and your orator will
ever pray &c

Hiram Cooley
by W Snapp his Solicitor

State of Illinois }
Will County } ss.

Hiram Cooley of said
County upon being duly sworn on oath
says that he has heard the foregoing bill read
and that he is the complainant named
in said bill and that the facts stated therein
on his own knowledge are true and that
those which are stated upon his information
and belief he believes them to be true

W Cooley

Sworn to ~~to~~ and Subscribed }
before me this 10th day of }
December A D 1860 }
B. F. Russell Clerk }

Let an injunction issue as
prayed for in the above Bill ^{and} of Court

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filing Bond in the sum of \$2000 with
Abijah Gaymin as surety Conditioned
as required by law

C. R. Starr
Judge of the 30th Judicial Circuit
of the State of Illinois

Hiram Cooley }
@ } In Chancery
Jacob P Willard }
Alonzo Leach &

The clerk will
please file Bill and issue
writ of injunction and summons
Issue the writ of injunction
& summons to Jacob P Willard of the County
of Cook
W. Snapp Compt
Atty

Which said Bill and orders thereon
endorsed were duly filed in the said Court
by the clerk thereof as appears by certificate
thereon to wit

"Filed Dec 10th 1860
B. F. Russell
Clerk

And afterwards to wit on the same day
the above recited bill & was filed to wit the
10th day of December in the year of our Lord

1873
One thousand eight hundred and sixty
there was filed in the said Clerk's office the
Bond of the said Complainant in said
cause which said Bond is in the words
and figures following to wit;

Know all men by these
presents that we Wiram Cooley and Abijah
Raywin are held and firmly bound unto
Jacob P. Willard and Alonzo Leach in the
penal sum of two thousand dollars to
which payment well and truly to be
made and done we bind ourselves our
Executors and administrators firmly
by these presents. Sealed with our seals
and dated this 10th day of December A.D. 1860

The condition of the above
obligation is such that whereas Judge Starr
presiding in Mill County has made an order
granting a writ of injunction to be issued
out of the Circuit Court of Mill County ~~afors~~
~~said~~ against the said Jacob P. Willard and
the said Alonzo Leach in favor of the said
Wiram Cooley Now if the said Wiram
Cooley shall well and truly pay or cause
to be paid all such costs and damages as
shall be awarded against the said Wiram
Cooley in case the said injunction shall

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be dissolved then this obligation shall be
void otherwise in force

Jolin Will Co Ill

W Cooley
Abijah Gaynor

And thereupon Summons was duly issued
in said cause which said Summons is in
the words and figures following to wit:

State of Illinois
County of Will } ss

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

Do command You, that you summon
Jacob P. Willard & Eliza Long Beach if he shall
be found in your County, personally to be and
appear before the Circuit Court of Will County
on the first day of the next term thereof, to be
holden at the Court House, in the City of
Joliet, in said County, on the First Monday
of March next, to answer unto Wiram Cooley
fully, truly and directly, all and singular,
the matters and things, allegations and charges
contained in his certain Bill of Complaint
lately filed in our said Court, on the Chancery
side thereof, and to stand to, abide by, and
perform whatever order or decree our said
Court shall make in the premises. And

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have you then and there this writ, &c
Attest Benjamin F. Russell
Clerk of said Court, and the
Seal thereof, hereto affixed, at his
Office, in the City of Follet aforesaid
this 10th day of December A.D. 1860
B. F. Russell
Clerk

Which said summons was duly returned
by the said Sheriff with his endorsement
thereon as follows to wit

I return this writ served by
delivering a true copy thereof, and by reading
the same to the within named George Leach
the 10th day of Dec 1860

Fees Service 50

Copy 50

Miles traveled 5

Return ~~and~~ \$ 1.15-

W. W. Bartlett Sheriff

And duly filed in said Court as appears
by the Certificate thereon by the said Clerk
as follows to wit

Filed Dec 15 A.D. 1860

B. F. Russell Clerk

And also the other summons in the words
and figures as follows to wit

State of Illinois }
County of Will } ss.

The People of the State of Illinois
To the Sheriff of Cook County Greeting:

We command you, that you
Summon Alongs Leach & Jacob P. Willard
if he shall be found in your County, personally
to be and appear before the Circuit Court of
Will County, on the first day of the next term
thereof, to be holden at the Court House, in the
City of Joliet, on the first Monday of March
next, to answer unto William Beasley fully,
truly and directly, all and singular, the
matters and things, allegations and charges
contained in his certain Bill of Complaint
lately filed in ^{our} said Court on the Chancery side
thereof, and to stand to, abide by, and perform
whatever order and decree our said Court
shall make in the premises. Whereof fail not,
or a decree will be entered against you by
said Court. And have you then and there
this writ &c

Seal of
Circuit Court
Will County

Attest Benjamin F. Russell Clerk
of ~~our~~ said Court, and the seal thereof,
hereto affixed, at office, in the City of
Joliet aforesaid, this 10th day of December
A.D. 1860

B. F. Russell Clerk

1 21

Which said Summons was duly returned
by said Sheriff endorsed as follows to wit:-

I return this writ served by delivering
a true copy thereof, and by reading the same to
the within named Jacob P. Willard (the other
Def not found in my Co) the 20th day of
December 1860

Fees Service \$.50

Copy .50

Miles travel 10

Return 10 \$1.20

A. C. Messing Sheriff
by J. Lumbard Deputy

And duly filed in said Court as appears
by certificate of said Clerk thereon to wit

Filed Dec 24th AD 1860

B. F. Russell Clerk

And also upon the same day aforesaid to
wit on the 10th day of December AD 1860 there
was issued out of said Clerks office in said
cause a certain writ of Injunction
which said writ of Injunction is in the
words and figures following to wit

State of Illinois }

County of Willas The People of the State
of Illinois Vs the Jacob P. Willard and

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Alonzo Leach and to your attorneys,
solicitors, agents, and servants, and to each
and every of them, Greeting;

Whereas it hath
been represented to the Honorable Charles
R. Starr, judge of the twentieth Judicial
Circuit of the State of Illinois, and sole
presiding judge of the circuit Court of
Will County, in said Circuit, and State
aforesaid, on the part of Wiram Cooley
complainant in his certain bill of compl-
aint exhibited before said judge, and filed
in said court against you the said -
Jacob P. Will and Alonzo Leach to be
relieved touching the matters 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 the said bill, and that your actings and
doings in the premises are contrary to equity
and good conscience. And the said judge
having under his hand, endorsed upon said
bill an order that a writ of Injunction
issue out of said Court, according to the
prayer of said bill, He therefore, in con-
sideration thereof, and of the particular matters
in said bill set forth, Do Strictly Command

1 23 1

you, the said Jacob P. Willard & El
Along's Leach and the persons before mentioned
and each and every of you, that you do
Absolutely Desist and Refrain from
proceeding to collect a certain judgment
rendered against the said Wiram Cooley in
the Circuit Court of Will County on or about
the first day of October in vacation October
Term thereof, in favor of the said Jacob P.
Willard and against your Orator the said
Wiram Cooley, or in any manner meddling
with or interfering with the said judgments
and further that the said Along's Leach
and his agents may be restrained and
enjoined from in any way or manner
advertising and selling the "South west fraction
of the South East fraction of the North East
quarter South of the Indian Boundary line,
& the North East quarter North of the Indian
Boundary line of Section Six (6) Township
Thirty four (34) Range Twelve (12) East," or
from proceeding to use in any way or manner
against the said Wiram Cooley your Orator,
the said Execution or fee Bill or fee Bills issued
out of the Will County Circuit Court on the 15th
day of November A.D. 1860 until this Honorable
Court, in chancery sitting, shall make other
order to the contrary. Whereof fail not under

the penalty of what the law directs.

To the Sheriff of said County
to execute, and return in due form of law.
Witness Benjamin F. Russell Clerk
of said Circuit Court, and the seal
thereof, at Follet & in Follet
in said County, this 10th day
of December 1860
B. F. Russell Clerk

Which said writ was duly returned by
said Sheriff enforced as follows to wit

Served this writ on the within
named by delivering a copy thereof to George
Leach on the 10th day of Dec 1860

Fees Service	50
Copy	50
Mileage	5
Return	10 = \$ 1.15

W. W. Bartlett Sheriff

And duly filed in said Court as appears
by certificate thereon as follows to wit
Filed Dec 15th 1860

B. F. Russell
Clerk

And afterwards to wit on the Nineteenth day
of December in the year of our Lord one
thousand eight hundred and sixty three
was filed in the said Clerk's office in said

17th 25

cause a certain Receipt in the words and figures following to wit:

State of Illinois Will
County Clerk Circuit Court Office
Joliet Dec 19th 1860

Wiram Cooley }
@ } Bill
Jacob P. Willard }

Clerk please issue writ
writ of Enjunction and Summons in the
above Entitled cause directed to the Shff
of Cook County to Execute

Mc Snapp Solct
for Compt

And on the same day last aforesaid
to wit the Nineteenth day of December
A.D. 1860 there was issued out of the
said Circuit Clerks Office a certain
Writ of Enjunction which said Writ
is in the words and figures following to wit:
State of Illinois
County of Will Co

The People of the State of
Illinois To Jacob P. Willard Mc Snapp
Leach and to your Attorneys, solicitors, agents
and servants, and to each and every of them:
Greeting:
Whereas it hath been represented

To the Honorable Charles Starr, judge of
 the Twentieth Judicial Circuit of the State
 of Illinois, and sole presiding judge of the
 Circuit Court of Will County, in said ~~Court~~
 Circuit, and State aforesaid, on the part of
 Miram Cooley complainant in his certain
 bill of complaint exhibited before said judge
 and filed in said Court against you the said
 Jacob P. Willard and El Alongo Leach to be relieved
 touching the matters therein complained of
 In which said bill it is stated among
 other things, that you are combining and
 confederating with others to injure the com-
 plainant, touching the matters set forth in
 the ~~bill~~ said bill, and that your actings and
 doings in the premises are contrary to
 equity and good conscience. And the
 said judge having, under his hand, en-
~~acted~~ ^{acted} upon said bill an order that a Writ
 of Injunction issue out of said Court, accord-
 ing to the prayer of said bill. He, therefore, in
 consideration thereof, and of the particular
 matters in said bill set forth, Do Strictly
 Command You the said Jacob P. Willard
 and El Alongo Leach and the persons before
 mentioned, and each and every of you, that
 you Do Absolutely Desist and Refrain
 from proceeding to collect the judgment.

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rendered against Wiram Cooley your
Orator in the Circuit Court of Will County
on or about the first day of October in vacation
October Term thereof in favor of the said
Jacob P. Willard & against your Orator the
said Wiram Cooley or in any manner medd-
ling with or interfering with the said judgment
And further that the said Henry Leach and
his agents may be restrained and enjoined
from in any way or manner advertising
and selling the "South West fraction of the
South East fraction of the North East quarter
South of the Indian boundary line Section
Six (6) Township thirty four (34) range twelve
Or East" or from proceeding to use in any
way or manner against the said Wiram
Cooley your Orator the said Execution or for
Bill or for Bills issued out of the Will County
Circuit Court on the 13th day of November 1860
until this Honorable Court, in Chancery sitting
shall make other order to the contrary;

Whereof fail not under the penalty of what
the law directs

To the Sheriff of Cook County to execute
and return in due form of law.

Seal of the Circuit Court of Cook County
Witness Benjamin F. Russell Clerk of
said Circuit Court, and the seal thereof
at Joliet, in said county this 19th
day of December 1860

13.4 Russell

Which said writ of Expiunction was returned by the said Sheriff of Cook County with his indorsement thereon as follows to wit

Served this writ on the within named Jacob P Willard by reading & delivering a true copy of this writ to him the 20th day of Dec 1860 (The other Def not found in my list)

S. 50

C 50

M 10

R 10 \$ 1.20

A. C. Kessing Sheriff
By J. Lumbard Deputy

And filed in said cause in said Court as appears by certificate thereon as follows to wit:-

Filed Dec 24 1860

B. F. Russell
Clerk

And afterwards to wit on the second day of March in the year of our Lord one thousand eight hundred and sixty one there was filed in said Court in said cause the answer of Jacob P Willard which said Answer is in the words and figures following to wit:

State of Illinois } In the Will County Circuit
Will County Ill. } Court In Chancery

The separate answer of Jacob P. Willard
one of the defendants to the bill of complaint
of Hiram Coolidge Complainant

This Defendant now & at all times
sparing to himself all manner of benefit
& advantage of exception to the many errors
and insufficiencies in said bill contained
for answer^{##} says That he admits that on
or about the 23^d of October 1858 said
Complainant made his promissory note
bearing date the day and year last aforesaid
for the sum of Eight hundred dollars payable
one year after the date thereof at the office of
Paschall Woodward in the City of Chicago
Illinois, to the defendant with interest at
the rate of Ten per cent per annum together
with a power of Attorney to confess judgment
thereon as stated in said bill and
that to secure said note the Complainant
gave to the said Woodward a deed of
Trust of lands in Will County, (a copy
of which deed of Trust is set out inside
in said bill of complaint) which was
acknowledged by said Complainant's wife
in the usual form & afterwards on the same
day & year last aforesaid duly filed for
record & recorded in the Recorder's office
in said Will County, as stated in said

"To do a new party thing" is advised "not
or necessary for him to answer

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bill where it remained as this deft is informed & believes until its maturity

This defendant further answering says that on or about the said ~~maturity thereof~~ Twenty third of October 1858 said Paschall Woodward who was at that time engaged in the Banking business at said City of Chicago applied to the defendant in behalf of said Complainant to obtain the money upon said note ~~to~~ so secured by said Trust Deed of Trust as aforesaid and on that occasion represented to this defendant that the title to said ^{lands} described in said deed of Trust was good in the complainant and that there was good security for the amount of said Note - And this defendant therefore purchased and received from the hands of said Woodward said note and let him have the money thereon - Which was the way in which this defendant came into possession of said note & which said ~~this~~ note this defendant continued to hold in his own exclusive possession & control as owner thereof until the 13th day of November 1860 when the same was filed with the clerk of said Still County Circuit Court & judgment obtained thereon & that no time from the day he received and purchased the same as aforesaid, until the day of

1 34 1 1
entering said judgment thereon, was the same out of his possession nor during said period had the said Woodward or any other persons the right to receive payment thereof except this defendant

This defendant further ~~says~~ states that he has no knowledge or information except as stated in said bill. Thus said Complainant delivered said note to the said Woodward nor whether it was before or after he delivered said note to Woodward that he received from the said Woodward the money thereon as stated in said bill - but this defendant states as before that he - received ~~from~~ said note from Woodward before giving him the money therefor & further states that previous to the application by said Woodward to this defendant for said money upon said note & its delivering to this defendant as aforesaid this defendant knew nothing of said note or that the Complainant had given or intended to give the same

This defendant further answering says that he never entrusted said Woodward with his money to loan that he kept no bank deposits with him & had no money in his hands to be loaned by him at any time - that in some instances said Woodward has

applied to this defendant, for parties who wanted to obtain money upon their notes & by whom he was employed to procure the same, and this defendant has advanced the money on said notes, when the notes ^{were} acceptable to this defendant, but in any instance when this has been done, said Woodward was employed by the ~~loans~~ borrower and before receiving the money from the defendant delivered to him the note upon which the money was obtained.

This defendant further answering denies that said Woodward was the duly authorized agent of this defendant to receive said money on said note and that he had any authority to receive said money for this defendant or to discharge said note or Trust Deed or acknowledge satisfaction thereof & states & insists that the defendant is not bound by any payment or arrangement which the said Complainant may have made or entered into in relation thereto to or with said Woodward who the defendant states was not the agent of this defendant at any time. That this defendant cannot state of his own knowledge nor on information except as stated in said bill whether the complainant transacted all the

business relations to said loan with said Woodward in the city of Joliet, but this defendant admits that he had no interview with the Complainant at the time he received said note from Woodward as aforesaid, but that said Cooley was represented by the said Woodward as before stated.

This defendant further says he does not know what amount of money, if any, the Complainant paid the said Woodward on or about the 22^d of October 1860 nor upon what account the same was paid - but this defendant expressly states and shows here to the Court that said Woodward had no right or authority to receive the same for or on behalf of this defendant and that if he did receive any money from said Complainant with which to pay or take up said note, he did not pay the same to this defendant nor apply for nor offer to pay ~~the same~~ said note to him and that this defendant ^{has} never received any any money from Complainant through the said Woodward or otherwise in payment of said note & that said note has not been paid, but that the full amount for which judgment was entered thereon as stated in said bill, was due & unpaid to this defendant at the date of said judgment.

This defendant further says

that he is informed & believes & therefore admits it to be true that said Woodward released & reconveyed said land to the Complainant, as stated in said bill but ⁱⁿ whose handwriting said deed is, or whether the same was delivered by Woodward at the time of such release, or whether the same was folded up when handed to said Complainant whether the said Complainant supposed said note was enclosed therein, or when he first discovered that it was not so enclosed, or whether what transpired between said Woodward & Cooley at that time or was then, or subsequently said between them or promised by said Woodward in reference to getting & sending said note to Complainant, this defendant does not know & is totally ignorant & uninformed except by said bill, but this defendant states that said release was a breach of ^{the} trust imposed by said deed of trust & made without the knowledge and against the will of this defendant and cannot prejudice the rights of this defendant, & whatever the said Woodward may have done by way of receiving money to pay said note, or acknowledging satisfaction thereof, or promising to get said note of this defendant & to send it to Complainant, was wholly without the authority to act for this

defendant in that behalf & without this
defendants knowledge or consent

This admits that the name
of William Cooley was inserted by mistake
in said deed of Trust in the body of the same
in place of complainants name - also that
said Woodward did not send said note
to said complainant, but that this defendant
obtained judgment thereon on the 13th day of
November in said Will County Circuit Court
and that an execution & a bill was issued thereon
for the amount & in the manner stated in
said bill and that the same was levied as
therein stated, and this defendant further
says that before entering up said judgment
he wrote several letters to the complainant
requesting his attendance to & payment of said
note, but whether said letters were received
by the complainant, or whether he first had
notice of the entry of said judgment this
defendant does not know & cannot state
but he further states that after said property
was levied on & advertised for sale by the
said Leach & before the day of sale he also wrote
to the said complainant at Joliet advising him
that the said property was advertised for sale
& the day on which the same was to be sold

This Defendant denies all unlawful
combination & confederacy with which in said

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bill he is charged without that any other
matter or thing material or necessary for
this defendant to make answer, and not
herein or hereby well or sufficiently
answered unto Confessed or avoided traversed
or denied is true to the knowledge
or belief of this defendant, all which matters
and things this defendant is ready to maintain
& prove as this Hon Court shall direct;
and humbly prays to be hence dismissed
with his reasonable costs and charges in
that behalf most wrongfully sustained
Jacob P. Willard

Geo. F. Bailey
Solr for Willard

United States of America
State of Illinois } ss
County of Will } 3

Now before the
Honorable Jesse C. Norton Judge of the Eleventh
Judicial Circuit of the State of Illinois and Sole
Presiding Judge of the Will County Circuit Court
at a term thereof began and held at the Court
House in the City of Joliet on Tuesday after
the Third Monday (the same being the Nineteenth
day) of March in the Year of our Lord one Thousand
Eight Hundred and Sixty One and of the Independence

of the United States the Eighty fifth
Present

Honorable Jesse A. Norton Judge of the Eleventh Judicial Circuit State of Illinois

Henry Logan State Atty " " " " " " " "

Benjamin F. Russell Clerk of the Circuit Court Will County "

William M. Bartlett Sheriff

Attest B. F. Russell Clerk

And afterwards to wit on the twenty
first day of March in the year of our Lord
one thousand eight hundred and sixty one
the same day being one of the regular days
of the said March Term of said Court for the
year of our Lord One thousand eight hundred
and Sixty one the following proceedings
were had and entered of Record by said
Court in the words and figures following
to wit

Miram Cooley

@

Jacob L. Willard and Alony Lusk

} Bill & Injunction

And now comes

said Complainant by Snapp and Breckenridge his
Solicitors on whose Motion it is ordered by the
Court that he have leave to amend his Bill of
Complaint herein

And afterwards on this day
comes said Complainant by his said Solicitors
on whose Motion it is ordered by the Court that

2597

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the leave to file amended Bill heretofore entered be withdrawn.

And afterwards to wit: on the Ninth day of October in the year of our Lord one thousand eight hundred and sixty one the same day being one of the regular days of the October Term of said Court for the said year A D 1861 and the said Court being then duly organized and sitting in open Court for the transaction of business the following proceedings were had and entered of Record by said Court in the words and figures following to wit:—

2597 }
 Wiram Cooley }
 @ Bill & Injunction
 Jacob L. Willard & Alonzo Leach }

Now at this day comes said Complainant by Henry Snapp his Solicitor on whose motion it is ordered by the Court this suit be and the same is hereby continued

And afterwards to wit: on the Tenth day of October in the year of our Lord one thousand eight hundred and sixty one the same day being one of the regular days of the said October Term of said Court for the said year A D 1861 and the said Court being

then duly organized and sitting in open Court
for the transaction of business the following
proceedings were had and entered of Record
by said Court ~~for the~~ in the words and figures
following to wit

2597
Vairam Cooley } Bill & Injunction
@
Jacob P. Millard & Eliza Long & Leach }

Now at this comes
said defendants by George F. Bailey their solicitor
on whose motion it is ordered by the Court that
the Order of continuance heretofore entered at
this term be and the same is hereby revoked
And on said Defendants motion by
their said solicitor it is ruled by the Court
that said Complainant close his proofs in the
cause Thereupon comes said Complainant
by Henry Snapp his solicitor on whose motion
it is ordered by the Court this cause be and
it hereby is continued

And afterwards
to wit on the Fifth day of December in the year
of our Lord one Thousand eight hundred and
sixty one the same day being one of the regular
days of the December Term of said Court
for the year A.D. 1861 and the said Court
being then duly organized and sitting in
open Court for the transaction of business the
following proceedings were had and entered

of Record by said Court in the words and figures following to wit

Wiram Cooley

(vs)

Jacob P. Willard & Abigail Leach

Bill of Injunction

2597

Now on motion of said Complainant by Henry Snapp his solicitor it is ordered by the Court that this cause be and it is hereby continued

And afterwards on this day comes the said Complainant by his solicitor on whose motion the order of Continuance heretofore at this day entered is ordered to be vacated and on motion of said Complainant it is ordered by the Court that he have leave to file his Replication herein thus Pro tunc

And afterwards to wit on the same day last aforesaid to wit the Fifth day of December in the year of our Lord One thousand Eight hundred and Sixty one there was filed in said cause in open Court the Replication of the said Complainant in the words and figures following to wit:

The replication of Wiram Cooley Complainant to the answer of Jacob P. Willard defendant

This replicant saying and

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reserving unto himself all & all manner
of advantage of exception to the manifold
insufficiency of the said answer, for replication
saith that he will aver and prove his said
bill to be true certain and sufficient in
the law to be answered unto, and that the
said answer of the said defendant is uncertain
and untrue and insufficient to be replied
unto by this repliant; Without, this, that any
other matter or thing whatsoever in the said
answer contained material or effectual
in the law to be replied unto confessed and
avoided traversed or denied is - true;
All which matters and things this repliant
is - and will be ready to aver and prove
as this Honorable Court shall direct - and
humbly prays as in and by his bill he has
already prayed

W. Snapp for Complt

And afterwards to wit on the Eighteenth
day of March in the year of our Lord One thousand
Eight hundred and sixty two the same
day being one of the regular days of the March
Term A D 1862 and the said Court being then
duly organized and sitting in open Court
for the transaction of business the following
proceedings were had and entered of record

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by said Court in the words and figures following to wit:

William Cooley }
 (M) Bill & Chymation
 Jacob P. Willard & Henry Leach }

Now at this day comes the said Complainant by Henry Snapp his Solicitor and enters his motion verified by ^{the} affidavit of said Complainant on file herein for a continuance: thereupon come said defendants by Geo. F. Bailey their Solicitor and enter their Cross motion to call this cause for hearing And the Court having heard the arguments of Counsel and being now fully advised in the premises it is ordered by the Court that the motion of the said Defendants to call this case for hearing be and the same is hereby overruled and that this cause be and it hereby is continued at said Complainant's costs

It is therefore considered by the Court that the said Defendants do have and recover of said Complainant their costs and charges by them about their suit in this behalf ~~expended~~ of this term hereof expended and that said Defendants do have execution therefor

And afterwards to wit on the Twentieth day of May in the year of Our Lord one thousand

eight hundred and sixty two the same
day being one of the regular days of the May
Term A.D. 1862 and the said Court being then
duly organized and sitting in open Court
for the transaction of business the following
proceedings were had and entered of Record
by said Court in the words and figures
following to wit:

Wiram Cooley

2597

Jacob P. Willard & Abner Leach } Bill & Injunction

And now at
this day comes the said Complainant by Snapp
& Brackenridge his Solicitors and enters his
motion verified by affidavit on file for a continu-
ance herein Thereupon come the said
defendants by George F. Bailey their Solicitor
and the Court having heard the arguments of
counsel on said motion and being now fully
advised in the premises it is ordered by the
Court that this cause be and it is hereby
continued

And afterwards to wit
on the Seventh day of October in the year of
our Lord one thousand eight hundred and
Sixty two the same day being one of the regular
days of the October Term of said Court for
the year of our Lord one thousand eight hundred

and sixty two the same day being one of the regular days of the said Co and the said Court being then duly organized and sitting in open Court for the transaction of business the following proceedings were had and entered of record by said Court in the words and figures following to wit:-

2597 Hiram Cooley }
 Jacob P. Villard (vs) } Bill & Injunction
 Alonzo Leach

Now at this day comes the said Complainant by Snapp & Breckenridge his Solicitors and on Motion it is ordered by the Court that proffs in this cause be closed by the first day of the next term of this Court

And afterwards to wit; on the first day of the December in the year of our Lord one thousand eight hundred and sixty two the same day being one of the regular days of the December Term of said Court for the year A.D. 1862 and the said Court being duly organized and sitting in open Court for the transaction of business the following proceedings were had and entered of Record by said Court in the words and figures following to wit:-

2597

Winnam Cooley

@

Bill & Enjoinment

Jacob S. Willard & Alonzo Leach

And now on this day comes the said Complainant by Snapp & Breckenridge his Solicitors and enters his motion for a Rule on Defendant Alonzo Leach to answer instant and also his further motion for a continuance. And the Court being now fully advised in the premises it is ordered that said motion for a continuance be and the same is hereby overruled. Thereupon the said Complainant then and there excepted to the ruling and order of the Court in overruling his said motion for a continuance herein. And upon further motion it is ordered that this cause be and the same is hereby set for hearing on Thursday next at two o'clock in the afternoon.

And ~~now~~ afterwards to wit on the Sixth day of March in the year of our Lord one thousand eight hundred and sixty three the same day being one of the regular days of the said December Term of said Court for the year of our Lord One thousand Eight hundred and sixty two and the said Court being then duly organized and sitting in open Court for the transaction of business the following proceedings were had

and entered of Record by said Court in the words and figures following to wit;

2597 Wiram Booley }
 @ Bill of Exemption
 Jacob P. Willard & Alongs Leach }

And now on the Morning of this day comes the said Plaintiff by Henry Snapp his Solicitor and the said Defendants Jacob P. Willard also comes by Geo. F. Bailey his Solicitor and by the agreement of the parties and on their motion it is ordered that this cause be and the same is hereby reset for final hearing at 2 o'clock this afternoon

And now at 2 o'clock in the afternoon of this day again comes the said Complainant by his said Solicitors on whose motion it is ordered by the Court that defendant Alongs Leach be now called

Whereupon, the said Leach is duly called but comes not himself or any person for him nor has he filed his answer herein as by said Rule of Court he was bound to do but of this fails and makes default which by order of Court is taken and entered of Record

Thereupon it is ordered by the Court that the Bill of Complaint herein be and the

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same is taken as confessed by the said
Alouzo Leach

And now by the said agreement
of the said parties and on their motion it is
ordered by the Court that the intervention of
a jury herein be and the same is hereby waived
and that this cause be tried by the Court
And the said parties being now ready for
trial it is ordered that this cause be now taken
up for final hearing And now is heard by
the Court the evidence adduced by the parties
and the arguments of Counsel and this
cause is taken under advisement by the
Court with the consent of the said parties
herein had that the decision of this cause be
had in Vacation and that the decree of the
Court in this cause be entered of Record as
of this Term And it is by the agreement of
the said parties and on their motion herein
made, Ordered also by the Court that either
party herein have the right to appeal from the
judgment or decree of the Court herein within
ten days from the filing of such judgment
or decree

The following is a copy of the
Testimony adduced by the complainant in
the hearing of said cause as aforesaid
by the Court

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(Copy of Depositions)

Will County Circuit Court
In Chancery

Wiram Cooley

2597

(22)
Jacob P. Willard & George Leach

} Bill & Injunction

The Depositions of
Abraham James & Samuel Woodward Witnesses
on the part of said Complainant of lawful
age produced sworn or affirmed and examined
by and before Benjamin F. Russell Clerk of the
Circuit Court of said County of Will at
the Office of the said Clerk in the City of Joliet
on the 2nd day of February A.D. 1861 commen-
cing at the hour of 9 o'clock in the forenoon
of said first mentioned day pursuant to
notice hereto attached marked "A" and the
adjournment hereinafter mentioned

The said Witness Abraham
James being first duly sworn was inter-
rogated by Counsel for said Complainant
and made answer thereto as follows to wit:

Q^{ty} 1st What is your name and where do you live

Ans. Abraham James - I live on the farm
formerly belonging to W^m J. Pierce 3 1/2 miles

North of Joliet

Inty 2nd Are you acquainted with Miram Cooley the Complainant in this case and if so how long have you known him

Ans I know the man. I first knew him about the first October last

Int. 3rd Are you acquainted with Paschell Woodward and if so how long have you known him

Ans. I am. I have known him about fifteen years

Int. 4 State whether or not you saw the said Paschell Woodward in Joliet at any time in the fall of 1860 and if so at about what time and whether or not you paid any money and for whom did you pay the money and what amount

Ans I saw him at divers times - the last time I saw him was on the 15th day of October I think - I will not be particular as to the date - It was on Monday I know - I did pay him some money - I went to the Joliet Bank to get a check cashed for Paschell Woodward - For Miram Cooley - Eight Hundred

Objected to by Defendant

and Forty Dollars

Qnty 5. Did you at any time in the fall of 1860, pay
any money to Paschall Woodward for Miriam
Cooley the Complainant in this case and
if so what amount

Ans. I have paid money to Paschall Woodward
and some of the money I believed to be for
Miriam Cooley Eight Hundred and Forty
Dollars

Qnty 6 In the fall of 1860. how much money did
you pay to Paschall Woodward for Miriam
Cooley the Complainant in this case

Ans The amount as I believed to be for him
was Eight Hundred and Forty Dollars

Qnty 7. What time did you make such payment

Ans I am not certain as to the date but it was
somewhere from the 14th to the last of the month

Qnty 8. Did you hear Paschall Woodward say to
whom this Eight Hundred and Forty dollars
was going to and what it was for

Ans I heard him say it belonged to Mrs
Objected to Willard but I did not hear him say
what it was for

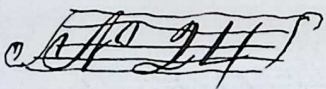
Inty 9. Look upon the paper now handed to you
and marked "B" and herewith attached
to your deposition and state whether you
ever saw the paper before and if so where
(Copy of said Paper so Attached & marked "B,"

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Oct 22nd 1860

Poliet Bank
Pay J. P. Willard or bearer Eight Hundred
and Forty Dollars.

W. Cooley

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Ans I have seen it before - I am not positive
Objected to when - it was from the middle to the latter
part of October 1860

Int 10. Did you ever have the said paper or check
in your possession before today and if so
how came you by such possession

Ans I did have it in my possession before - it
was handed me by Asahel Woodward

with the request that I should go with latter part of Mr Cooley to the Follet Bank and draw ~~money~~ the money for Paschal Woodward

Int 11 What did you do with such check at that time

Ans. I took it to the Follet Bank and had it cashed and received the money upon it

Inty 12 What did you do with the money

Ans I delivered it into the hands of Paschal Woodward

Inty 13 Did you ever at any other time pay any money to Paschal Woodward for Miram Cooley except this money last spoken of

Ans I did not

Cross Interrogatories by G. H. Bailey on part of Defendants

Cross Inty 1st Do you know of your own knowledge that said check referred to in your previous answer was given for

Ans I do not

Cross Inty 2 Was Mr Willard present when you received said money or when you paid it to Woodward

114, 53 110
as stated by you

Ans We was not

Comp Inty 3 Do you know where Ned Willard resided at the time you say you received said money

Ans I supposed he resided in Chicago
(objected to)

Inty 4 Did he then or at any other time reside at Joliet

Ans Not to my knowledge
Abr. James

The direct Interrogatories propounded to said Witness and answers thereto were objected to by Geo. F. Bailey the defendants counsel at the time the same were propounded and answered

The said ~~Samuel~~ Whitnep Samuel W. Woodward being first duly affirmed was interrogated by Complainants Counsel and made answer as follows to wit:

Inty 1 What is your name and where do you live

Ans My name is Samuel W Woodward I live in this County

Inty 2 Are you acquainted with Wiram Cooley
the Complainant in this case and Jacob P.
Willard the defendant in this case

Ans I am

Inty 3 How long have you known him

Ans I have known Mr Cooley four years certain
and I have known Mr Willard since 1856

Inty 4 Are you acquainted with Paschall
Woodward and if so how long have you known
him

Ans I am acquainted with him - and have
known him 37 years

Inty 5 Did Paschall Woodward ever do any business
for Jacob P. Willard one of the Defendants in
this case and if so in what capacity

Ans He has loaned money for Jacob P. Willard to

~~Inty 6 Do you know whether or not Paschall Woodward~~
different parties (Objected to)

Inty 6 Do you know whether or not Paschall Woodward
ever acted as agent for Jacob P. Willard one
of the Defendants in this case

Ans I have known him to ~~lend~~^{loan} money for Jacob P. Willard and receive money for Jacob P. Willard. Whether it is an agency or not I do not know (Objected to)

Inty 7 When did he first begin to loan ~~money~~ and receive money for Jacob P. Willard
(Objected to)

Ans I came to Chicago in 1856. My Brother Paschall Woodward was then in the business of loaning money and amongst the numerous parties he was then loaning money for I have heard him say he was loaning money for Jacob P. Willard among the rest (Objected to)

Inty 8. Did Paschall Woodward loan ^{any} money to William Cooley for Jacob P. Willard one of the Defendants in the case

Ans We did

Inty 9 What was the amount

Ans Eight Hundred dollars I think

Inty 10 What security did William Cooley give for such loan

Ans (Objected to) We gave his real estate in

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this County and his note and my impression
his Trust Deed

Inty 11 About what time was it that the loan
was made to Hiram Cooley (objected to)

Ans It will be two years - my impression
is it was about two years ago
(objected to)

Inty 12 Can you state definitely as to the month
that the said loan was made (objected to)

Ans I cannot

Inty 13 Did you ever hear Paschall Woodward
say anything about receiving any money
from Hiram Cooley the Complainant in this
case for Jacob P. Willard one of the defendants

Ans Yes

Inty 14 State what he said and all what he said
about the matter if you can (objected to)

Ans I think it was on the 22nd or 23rd of last
October he received from Mr Cooley here in
this place Eight Hundred and Forty dollars
I think was the amount of the check. He

said it was to pay a Note that Mr Willard held against Mr Cooley. After the payment was made and we were going home Mr Cooley called to us as we met him on the street and said he had forgot to get the Note Paschall Woodward replied to him that he was going to Chicago the next morning and he would get the note and send it down to him (Objected to)

Inty 15- Did Paschall Woodward at this time say what the consideration of the note which you have referred to was (Objected to)

Ans I do not understand the meaning of the question

Inty 16 Did Paschall Woodward at that time state to you what the note was given for which Miriam Cooley gave to Jacob P. Willard one of the defendants (Objected to)

Ans As he did not make any statement to me (Objected to)

Inty 17 Did you hear Paschall Woodward say at that time whether or not he had loaned any money for Jacob P. Willard to Miriam Cooley (Objected to)

Ans I heard him say the evening before the day on which this money was received that he had agreed to meet Mr Cooly on the following day here in Follet to receive the above money Eight Hundred Dollars and interest that he loaned for Jacob P. Willard to Wm Cooly (Objected to)

Qnty 18 State whether or not Paschall Woodward was the agent of Jacob P. Willard one of the Defendants in loaning and receiving money any time previous to this date and if so how long was he such agent (Objected to)

Ans My impression would be that he was - Well I give you since 1836 (Objected to)

Qnty 19 What was he doing for Mr Willard since 1836 (Objected to)

Ans He has frequently made loans for Mr Willard since that time (Objected to)

Qnty 20 Who do you mean by Mr Willard

Ans Jacob P. Willard

Qnty 21 State whether or not during this time Paschall Woodward was the agent of Jacob P. Willard one of the Defendants in loaning and receiving

money for the said Willard (Objected to)

Ans I think I answered that question

Inty 22 How did you answer

Ans My impression was that he was

Inty 23 What business has Jacob P Willard one of the Defendants been in for the last few years

Ans When I came to Chicago he was one of the proprietors of the Mottison House, for the last two years I cannot answer what business he has been in further than that I know him to be loaning and taking care of his money

Inty 24 For how long a period has he been loaning money

Ans I can't answer that question

Inty 25 For about how long

Ans I have known from since 1836

Inty 26 The said ~~Plaintiff~~ Witness here was cross examined by George H Bailey counsel

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for the defendants as follows to wit,

Cross Exty 1 State the particular instances and the time when and to whom Paschall Woodward loaned money for J. P. Willard if you can

Ans I cant do it sir

Cross Exty 2 Can you state any instance of your own knowledge when he did so and what was it - give the date and amount of said loan where made and who was present

Ans I can answer part of that question - I cant the whole - I know that he made this loan to Mr Leoley and I believe it was two years ago - I have been very frequently in the office of Paschall Woodward when Jacob P. Willard and Paschall Woodward have been talking about making loans but day and date I cant give

Cross Exty 3 Thus you present when you say he made said loan to Leoley and if so where was it and who beside you was there if any one

Ans I was not present sir

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Cross Inty 4 How then do you know that said loan was made by Paschall Woodward to Cooley for Willard

Ans Paschall Woodward has told me so - I was requested by Paschall Woodward to call on Mr Cooley to receive the semi annual interest on said loan

Cross Inty 5 Is this your only means of knowing that said loan to Cooley was made by Paschall Woodward for Mr Willard - if not state all your means of knowing - except such as you may have derived from Paschall Woodward

Ans Mr Cooley I think has told me that he received the money from Jacob P. Willard by Paschall Woodward

Cross Inty 6th Is this the only instance of Paschall Woodward's loaning money for Willard which you can state of your own knowledge - if not state all the other instances if any and give date and amount and persons to whom such loans were made

Ans I think that he has loaned money for Jacob P Willard to James Henry of Grundy County

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likewise James Curtis of Champaign County days and date I cannot give

Ques Inty 7 Where you present when you say the loans referred to by you in your last answer were made - if so state where the same was done and who beside you were present

Ans I cant say that I was - If I was present they were made in Chicago

Ques Inty 8 How then do you know that they were made

Ans By hearing Paschall Woodward speaking of making loans for Mr Willard and by what Mr Willard himself has told me

Ques Inty 9 Please state what Mr Willard said in reference to making said loan last referred to and where the conversation took place and when and who were present

Ans The conversation occurred in this City I think about the 25th of October - I met Mr Willard in this Town - He came here to see Paschall Woodward and we had a conversation - He said he must see Paschall Woodward and was enquiring of me when I thought he would return

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- We said Paschall Woodward held Trust Dubs of his to the amount of either Eleven or Fifteen Thousand Dollars and that he could not collect any of it until he had seen him. We said that if he could see Paschall Woodward that they could settle all their transactions he thought without much trouble I believe that was the conversation as near as I can recollect,

Ques Inty 10 Do you know of your own knowledge of any instance in which J. P. Willard gave his money to your Brother Paschall Woodward to loan - if so state when - where - the amount and to whom to be loaned and who was present at the time

Ans I have frequently been in Paschall Woodward's Office when Jacob P. Willard has been giving his checks and receiving notes and mortgages from Paschall Woodward but the parties that were to receive the money I can't give their names nor the dates or time of loaning

Ques Inty 11th Have you now stated in your several answers in your deposition all the instances of Paschall Woodward's loaning and receiving money for Jacob P. Willard that you know if not state any other instance of this kind which you know, of your own knowledge, give time place and amount and

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names of persons present

Ans There as far as my recollection at present

Cross Inty 12 Is what you know of his being an agent ^{for} ~~of~~ ~~for~~ Jacob J. P. Willard confined to the instances of loaning and receiving money which you have heretofore in your deposition referred to if not state what other instances particularly

Ans I believe it is

Cross Inty 13 Where have you lived since you came to the West?

Ans The first six months I lived in Chicago - For the next two years and a half I lived in Will County about ~~about~~ one third of that time I was in Chicago. The balance of the time I have been in Will County

Cross Inty 14 The direct examination of said Witness Susan Woodward is hereby resumed as follows to wit:-

Inty 26 You stated in reply to a cross interrogatory that you had been in the office of Paschall Woodward when Jacob J. Willard and Paschall Woodward had been talking about making

6,5

a loan whose money was it that was to be loaned and which of the two was to make the loan and what was to be loaned and who was to receive the money (Objected to)

Ans It was Jacob P. Willard's money that was to be loaned. Paschall Woodward was to make the loan - I can't give the names (Objected to)

Enty 27 In reply to another cross interrogatory you stated Jacob P. Willard told you that Paschall Woodward held Trust Deeds of his to the amount of several Thousand Dollars - Now state in what way or manner Paschall Woodward held such Deeds of Trust

Ans Mr Willard did not tell me in what way

Enty 28 Did Mr Willard at that time state to you that Paschall Woodward had loaned to a good deal of Money for him and to secure the payment of the same had taken deeds of Trust running to Paschall Woodward and that he wished to see him so as to have him release said Deed of Trust

Ans He stated to me that he wished to see Paschall Woodward to have a settlement with him - he

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said Paschall held the amount of Trust Deeds that I spoke of here and he would have to have releases before he could collect the same,

Inty 29 In reply to another cross interrogatory you stated that you had frequently been in Paschal Woodward's Office when Jacob P. Willard had been giving his checks and receiving notes and Mortgages from Paschal Woodward - Now state whose money in those times and transactions was it that was used and if loaned which of the parties loaned the same

Ans It was Jacob P. Willard's money that was loaned
It was Jacob P. Willard's check that was given for the notes and Mortgages or Trust Deeds and Paschal Woodward made the loan

Inty 30 What notes and Trust Deeds did you mean when you spoke of notes and Mortgages or Trust Deeds in your last answer

Ans I meant those that were running to Jacob P. Willard, I meant those that Paschal Woodward made those loans for

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The Cross examination of the said
Witness S. M. Woodward was here resumed
as follows to wit:-

Cross Inty 15 Upon whom were the checks referred to of J. P.
Willards drawn

Ans His checks were drawn on E. P. Luskham
before he failed, after that my impression is
- upon the Marine Bank

Cross Inty 16 From whom was J. P. Woodward to get Hiram
Cooleys note referred to in your answers to the
Complainants 14th interrogatory

Ans My impression was he was to get it from
Jacob J. Willard - but I did not hear him say

Cross Inty 17 Did you examine Notes or Mortgages or Trust
Deeds which you say J. P. Willard gave his
checks for to J. P. Woodward if so State who
were the makers thereof the dates and the amounts
or the date or amount of any one

Ans I did not

The Direct examination was
here resumed by J. B. Snapp

Ent 31

State upon what terms as between Paschall
Woodward and Jacob P. Willard - Paschall
Woodward was to loan J. P. Willards money
what Paschall Woodward was to receive as
a ^{compensation} ~~compensation~~ for his services

Ans I cannot answer that question

S. W. Woodward

(Note - The direct Interrogatories
propounded to the above witness S. W. Woodward
and his answers thereto were objected to by
George F. Bailey the defendants counsel at
the time the same were propounded and
answered

State of Illinois
County of Will } ss. I Benjamin F. Russell
Clerk of the Circuit Court in and for said
County in the State aforesaid do hereby
certify that the foregoing annexed Deposition
of said Witnesses Abraham James and Samuel
W. Woodward were taken by me and before
me at my office in Joliet in said County
on the 2nd day of February A.D. 1861 pursuant
to Notice hereto Attached marked "H"

That said Witness Abraham James

before giving his said Deposition was duly sworn by me and the said Witness Samuel W. Woodward was duly affirmed by me each of them to testify the truth in said matter so far as they should be interrogated, and after giving their said Depositions signed the same in my presence and the said Witness Abraham James made oath before me and the said Witness Samuel W. Woodward made affirmation before me that their several answers respectively in their said Depositions contained were true, ^{according} to the best of their knowledge and belief

Clerk
of Court
Seal

In Attestation Whereof I have
hereto subscribed my name and
affixed the seal of said Court at office
in Joliet in said County this 2nd day of
February A.D. 1861 B. F. Russell Clerk
per G. W. Ward

Deputy

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The following is a copy of the Note and
power of Attorney produced by the said Com-
plainant and read in evidence upon the
trial of said Cause

\$ 800. Chicago October 23rd 1858
One Year after date for value received
I promise to pay to Jacob P. Willard or order
the sum of Eight Hundred dollars with interest
at the rate of ten per cent per annum payable
semi annually at the office of P. Woodward
in Chicago Miram Cooley

Know all men by these presents, That
whereas the subscriber is justly indebted to
Jacob P. Willard upon a certain Promissory
note bearing even date herewith for ^{the} sum
of Eight hundred dollars made payable to
the said Jacob P. Willard or order and
due in one year after date with interest
Now therefore In consideration of the
premises and of the sum of one dollar
to me in hand paid by the said Jacob P.
Willard the receipt whereof is hereby ackn-
nowledged do hereby make constitute and
appoint Paschall Woodward as my Attorney
or any Attorney in any Court of Record to be
my true and lawful Attorney, irrevocably for

me and in my name place and seal to
appear before ~~me~~ any Justice of the Peace
or in any Court of Record, in term time
or vacation in any of the States or Territories
of the United States at any time after the
date hereof to waive service of process, and
confess a judgment in favor of the said
Jacob P. Willard or his or their assigns or
their assignees upon the said note for the
above sum or for so much as appears to be
due according to the tenor and effect of
said note with interest thereon together with
costs; also for twenty dollars usual Attorneys
fees, to be added to the amount due on entering
up judgment; also to file a Cognovit for the
amount that may be so due, with an agree-
ment therein, that no writ of error or appeal
shall be prosecuted upon the judgment entered
by virtue hereof nor any bill in equity filed
to interfere in any manner with the operation
of such judgment and to release all errors
that may intervene in the entering up of such
judgment or issuing the execution thereon,
and also to consent to immediate execution
upon such judgment. Hereby ratifying and
confirming all that my said Attorney may
do by virtue hereof Witness my hand and seal
this twenty third day of October A.D. 1858
Heram Cooley

The following are the endorsements on the back of the aforesaid recited note and Warrant of Attorney to wit

Received April 29 1859 of W Cooley by the hands of P Woodward forty dollars six months interest on the within note of 40. Jacob P. Willard

Received Oct 27th 1859 of W Cooley by the hands of P Woodward forty dollars six months interest on the within note Jacob P. Willard

Received May 2^d 1860 of W Cooley by the hands of P Woodward forty dollars six months interest on the within loan

And thereupon there was read in evidence as aforesaid a certain Trust Deed in words and figures following to wit

Whereas William Cooley party of the first part, of the County of Will State of Illinois has executed a certain promissory note of even date herewith, payable to Jacob P. Willard or order in one year after date hereof, for the sum of Eight Hundred Dollars with interest at the rate of ten per cent per annum payable semi-annually at the office of P Woodward in Chicago Now, therefore, the said William Cooley party of the first part to secure the payment of said note according to its tenor and effect

in consideration of one dollar, and the further sum of Eight Hundred Dollars, the receipt whereof is hereby confessed, doth grant bargain, sell and convey unto Paschall Woodward of the City of Chicago of the County of Cook in the State of Illinois his heirs and assigns forever, the premises described as follows the West half ($\frac{1}{2}$) of the North East quarter ($\frac{1}{4}$) of Section Six (6) - Township Thirty four (34) Range twelve (12) East of the third (3) principal Meridian - Also South West fraction of the South East Fraction of the North East quarter ($\frac{1}{4}$) South of the Indiana Boundary line) and the North East quarter ($\frac{1}{4}$) (North of the Indiana Boundary line) of said Section Six (6) in Township and Range aforesaid Containing in all one hundred and fifty five $\frac{47}{100}$ acres of land situated in the County of Will State of Illinois together with all and singular, the privileges and appurtenances thereto belonging -

In Trust, nevertheless, that in case default be made in the payment of said note Principal and interest or any part thereof, according to the tenor and effect of said note then on the application of the legal holder of the said note the said Paschall Woodward after publishing a notice in a newspaper printed in the City of

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Chicago in the State of Illinois ten days before the day of such sale, to sell the said premises and all right and equity of redemption of the said William Cooley party of the first part their heirs and assigns therein, at public auction, at the Court House door, in said City of Chicago to the highest bidder for cash, at the time mentioned in such notice, And to make, execute and deliver to the purchaser or purchasers thereof, a deed or deeds for the premises so sold; and out of the proceeds of such sale, to pay all costs or expenses incurred in advertising and selling said premises, also the principal and interest due on said note

And upon the further trust, upon paying payment of said promissory note according to the tenor and effect thereof, then to re-convey said premises to the party of the first part at his cost.

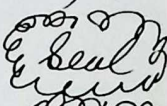
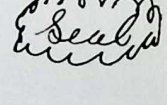
And the said ^{William} ~~Wm~~ Cooley party of the first part for himself and his heirs, executors and administrators covenants with the said Preshall Woodward that he is legally seized of said premises in fee simple, and that he has good right and full power to grant, bargain and sell the same in form aforesaid, that the same are free from all incumbrance, and that he will, and his heirs, executors and admi-

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-nistrators shall forever warrant and defend
the same against the lawful claims of all
persons.

Signed and Sealed the twenty third day
of October A.D. 1858

Witness _____

Wiram Cooley 
Delia E Cooley 

Which said Trust Deed was duly acknowledged
as appears by certificate as follows to wit:

State of Illinois

Will County Ill, I Alexander McIntosh
Clerk of the Circuit Court in and for ^{the} said
County and State aforesaid, do hereby certify
that Wiram Cooley and Delia E Cooley personally
known to me as the same persons whose names
are subscribed to the within instrument of
writing, appeared before me this day in person,
and acknowledged that they signed, sealed
and delivered the said instrument of writing
as their free and voluntary act, for the uses
and purposes therein set forth.

And the said Delia E Cooley, wife of the
said William Wiram Cooley having been by
me examined separate and apart and out of the
hearing of her said husband, and the contents
and meaning of the said instrument of writing

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having been by me made known to her, acknowledged that she had freely and voluntarily executed the same, and relinquished her dower to the lands and tenements therein mentioned, without compulsion of her said husband, and that she does not wish to retract the same.

Given under my hand and seal of said Court this Twenty third day of October AD 1858
A. M^cEntosh Clerk
By R. B. Rusteel for Deputy

Circuit Court

And duly ~~set~~ Recorded in said Will County as appears by Certificate thereon as follows to wit:

State of Illinois No 32169
Will County } ss

This Instrument was filed for Record on the Twenty Third day of October AD 1858 and duly recorded in Book 36 of Records at Page 571 & 572

A. M^cEntosh
Clerk of Circuit Court
and Ex Officio Recorder

And also was read upon the hearing as aforesaid as evidence in this cause the following Record & Proceedings in said Court in the cause therein entitled

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The People of the State of Illinois ~~XX~~
By the Grace of God free & Independent

To all to whom these presents may come: Greeting!!

Know Ye, that we having
caused to be inspected the Records and proceedings
now remaining in the office of Our Clerk of Our
Circuit Court in and for our County of Will
do find there Certain records and proceedings
in Words and figures following to wit: ##

United States of America
State of Illinois } ss
County of Will }

For Vacation after a
regular term of the Circuit Court of said County
of Will begun and holden at the Court House in
Joliet in said County of Will on Monday the first
day of October in the year of our Lord One Thousand
Eight Hundred and Sixty being the first Monday
of said Month

Present the Honorable Jesse Norton Judge
Alexander McIntosh Clerk

Attest Alexander McIntosh Clerk

Be it Remembered That on the thirtieth
day of November in the year of our Lord one -

it being all of the Record, & proceedings, &c. &c.
officially having been filed therein

thousand Eight hundred and Sixty Jacob
P. Willard by Geo. F. Bailey his Attorney
filed in said Clerk's Office his certain decla-
ration of a plea in Trespass on the case on premises
which is in words and figures following to wit

State of Illinois } Circuit Court of Will County
Will County ss } In Vacation after the October Term A.D. 1868
Jacob P. Willard Plaintiff in
this suit, by Geo. F. Bailey his Attorney com-
plains of Heiram Cooley of said County —
Defendant in a plea of Trespass on the case on
premises: To wit, that whereas the said defendant
heretofore to wit, on the Twenty third day of October
in the year of our Lord one thousand Eight hundred
and Fifty Eight at Chicago Cook County Illinois made
his certain promissory note in writing, bearing date
the day and year aforesaid, and then and there
delivered the same to the said Jacob P. Willard, in
and by which said note, said Defendant by the same,
style and description of Heiram Cooley promised
to pay to the order of the said Willard Eight Hundred
Dollars, (with interest at the rate of ten per cent ~~per~~
payable semi annually) one year after the date thereof
for value received, and then and there delivered the
said note to the said Plaintiff. By means whereof,
and by force of the Statute in such case made and provided
the said defendant became liable to pay said Plaintiff

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said sum of money mentioned in said Note,
and being so liable in consideration thereof, then
and there undertook and promised to pay the same
to the said Plaintiff, according to the tenor and effect,
true intent and meaning of the said Note,
to wit, at the place aforesaid

Yet the Defendant, although often requested,
vc, hath not yet paid the said sum of money, or any
part thereof to the Plaintiff, but so to do hath hitherto
wholly refused, and still does refuse, to the damage of
the Plaintiff of Twelve Hundred Dollars and
therefore he brings suit, &c

Geo. F. Bailey
Plaintiff's Attorney

Which said Declaration above recited and
upon the same piece of paper appears the following

Circuit Court of Will County
In Vacation after the October Term A.D. 1860

Hiram Cooley }
vs } Cognovit
Jacob P. Willard }

And the said Hiram Cooley defendant
in the above entitled suit by Solomon Mc Willson
his Attorney comes and defends the wrong and injury,
when, &c, and makes service of process and says

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that he cannot deny the action of the said Plaintiff,
nor but that the said Plaintiff has sustained
damages on occasion of the non-performance of
the several promises and undertakings in the said
Declaration mentioned, including the sum of twenty
Dollars, for his reasonable attorneys fees for entering
up this judgment, over and above his other costs and
charges by him about this suit in this behalf
expended to Eight Hundred & Sixty four dollars,
and the said defendant, further agrees that no
writ of Error or appeal shall be prosecuted on the
judgment entered by virtue hereof, nor any bill in
equity filed to interfere in any manner with the
operation of said judgment and that he hereby
release all errors that may intervene in
entering up the same, or issuing the execution
thereon, and consent to immediate execution upon
such judgment

S. M. Wilson
Defendants Attorney

Which said Declaration and Confession as above
recited were endorsed as follows to wit:-

Filed the 18th day of November 1860
A. W. Entock Clerk

And also was filed therewith a certain
Note and Warrant of Attorney which are in

the words and figures following to wit

\$ 800 ⁰⁰/₁₀₀

Chicago October 23rd, 1858

One Year after

date for Value received I promise to pay to
Jacob P. Willard or order the sum of Eight
Hundred Dollars, with interest at the rate of
ten per cent per annum, payable semi annually
at the office of P. Woodward in Chicago

Wiram Cooley

Know all men by these presents, That Whereas
the subscriber is justly indebted to Jacob P. Willard
upon a certain Promissory Note, bearing even
date herewith, for the sum of Eight Hundred dollars
made payable to the said Jacob P. Willard, or order,
and due in one year after date, with interest,

Now therefore, In consideration of the premises,
and of the sum of one dollar to me in hand paid
by the said Jacob P. Willard, the receipt whereof
is hereby acknowledged, do hereby make, constitute
and appoint Paschall Woodward or any Attorney
in any Court of Record, to be my true and lawful
Attorney, irrevocably, for me and in my name
place and stead, to appear before any Justice of
the Peace, or in any Court of Record in term time
or vacation, in any of the States or Territories of
the United States at any time after the date

hereof, to maine service of process, and confess a judgment in favor of the said Jacob & William or his or their assigns or assignees, upon the said note for the above sum or for as much as appears to be due, according to the tenor and effect of said note, with interest thereon, together with costs; also, for Twenty Dollars usual attorney's fees, to be added to the amount due on entering up said judgment; also to file a cognovit for the amount that may be so due, with an agreement therein, that no writ of error or appeal shall be prosecuted, upon the judgment entered by virtue hereof, nor any bill in equity filed to interfere in any manner with the operation of such judgment, and to release all errors that may intervene in the entering up of such judgment, or issuing the execution thereon, and also to consent to the immediate execution upon such judgment.

Whereby ratifying and confirming all that my said Attorney may do by virtue hereof

Witness my hand and seal this Twenty third day of October A.D. 1858

Wiram Cooley *W.C.*

And on the same day aforesaid to wit: the ^{13th} day of November in the year of our Lord one thousand Eight hundred and Sixty the following proceedings were had and entered of Record

The following are the
Received April 29
Received Oct. 29th 1859 of 10 Cooley by the hands of P. Woodward Forty dollars six months interest on the within note Jacob P. Willard
Recd. May 2 1860 of W. Cooley by the hands of P. Woodward Forty & three six months interest on the within note Jacob P. Willard

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by said Court in the words and figures
following to wit

Jacob P. Willard }
@ } On Cognovit
Nevram Cooley }

And now on this day comes
the said Plaintiff by George H. Bailey Esquire his
Attorney and file his Declaration in an action of
Trespass on the case on Promises, against the said
Defendant and files also a certain Warrant of
Attorney, signed and sealed by the said defendant
Nevram Cooley, authorizing any Attorney of any
Court of Record to appear in this Court, make service
of process, and confess judgment in favor of the said
plaintiff and against the said defendant for the
amount due upon a certain promissory Note
annexed to said Warrant of Attorney; also for
the sum of Twenty Dollars, Attorneys fees, beside
the costs of this suit Thereupon came also S. M.
Willson Esquire an Attorney of this Court in behalf
of the said Defendant, and files his Cognovit, by
which he makes service of process, and confesses
and consents that judgment may be entered in
favor of the said Plaintiff and against the said
Defendant for the sum of Eight Hundred and
Sixty four Dollars, it being the amount due
upon said Note, including Attorneys fees.

And the said Attorney releases all errors in entering up this judgment (either in law or equity) or in issuing execution thereon, and consents to the issuing of immediate execution on the same. It is therefore considered and ordered by the Court that the said Plaintiff do have and recover of the said Defendant his damages for the said sum of Eight hundred and Sixty Four Dollars so as aforesaid confessed; together with his costs and charges by him about his suit in this behalf expended, and that he have execution for the same —————

And also —————

25 85

a certain Release of Trust Deed
which said release is in the words
and figures following to wit

Know all men by these Presents,
That I Paschall Woodward of the City of Chicago
of the County of Cook and State of Illinois for
and in consideration of One Dollar to me in
hand paid, and for other good and valuable
considerations, the receipt whereof is hereby
confessed, do hereby grant, bargain, remise,
convey, release and Quit Claim unto ~~him~~
Nathan Cooley of the County of Will and
State of Illinois all the right, title, interest,
claim or demand whatsoever, I may have acquired
~~in, through or by~~ a certain Indenture or Trust
Deed bearing date the Twenty third day of October
A.D. 1858 and recorded in the Recorder's office
of Will County, State of Illinois in Book
56 of Records page 571 & 572 to the premises therein
described, and which said Deed was made to
secure a certain promissory note bearing even
date with said Deed, for the sum of Eight hundred
dollars and — cents

Witness my hand and Seal this 22nd day of October
A.D. 1860

Paschall Woodward

Which said Trust Deed is duly acknowledged

as appears by certificate thereon to wit

State of Illinois

Will County } ss.

J. Alexander McIntosh

Clerk of the Circuit Court

in and for said County, in the State aforesaid, do hereby certify, that Paschall Woodward personally known to me as the same person whose name is subscribed to the foregoing Deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument of writing as his free and voluntary act, for the uses and purposes therein set forth

Given under my hand and seal
Esul bir
Clerk

official seal this 20th day of October
A D 1860 A M^c McIntosh

(Clerk)

And duly Recorded as appears by Certificate thereon endorsed as follows to wit:

State of Illinois

Will County } ss.

This Instrument was filed for Record the 22nd day of October 1860 at 11 1/2 - o'clock A.M. and duly recorded in Book 65 of Record page 710

A. McIntosh Recorder

And afterwards to wit: on the Seventeenth

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day of June in the Year of our Lord
one Thousand Eight hundred and Sixty
three the same day being one of the regular
days of the May Term of said Court for the
Year of our Lord one thousand eight hundred
and sixty three and the said Court being then
duly organized and sitting in open Court
for the transaction of business the following
proceedings were had and entered of record
by said Court in the words and figures
following to wit

2597
 Winnam Cooley }
 (20) } Bill & Injunction
Jacob P. Willard & Henry Leach }

And now on this
day comes the said Complainant by Snapp and
Breckenridge his Solicitors and the said defen-
dants also come by Geo. F. Bailey their Solicitor
on whose motion it is ordered by the Court
that this cause be now taken up for hearing
upon Bill answer Replication and proofs
And the Court having heard counsel for
the parties and being now fully advised in
the premises It is Ordered Adjudged and
Decreed by the Court that the Injunction
heretofore issued in this cause be and the
same hereby is dissolved and the said Bill
dismissed And it is also further Ordered

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by the Court that the said Complainant do pay the costs of this proceeding and that the said defendants have execution therefor

Whereupon the said Complainant by his said Solicitors then and there entered their exceptions to the judgment and ruling of the Court in dissolving the said Injunction in this cause and dismissing his said bill and prays an appeal to the Supreme Court of this State Whereupon it is ordered by the Court that such appeal be and the same hereby is granted upon the said Complainant giving his bond in the sum of One thousand dollars the same to be filed by the first day of September next with Security

And by the agreement of the said parties to this suit by their said Solicitors in open court first read and obtained and on their motion it is ordered by the Court that the said ~~Clerk of this Court~~ bond be submitted to the Clerk of this Court for approval in form and security and that the said Clerk may approve the same

And afterwards to wit on the Twenty second day of July in the year of our Lord one thousand eight hundred and sixty three

There was filed in said Court Clerk's office in said cause a certain Bond which said Bond is in the words and figures following to wit:-

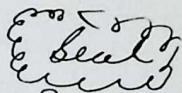
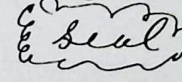
Know all men by these presents, That The Wiram Cooley and O. W. Woodruff of the County of Will and State of Illinois are held and firmly bound unto unto Jacob P. Willard and Alonzo Leach in the penal sum of one thousand dollars lawful money of the United States to be paid to the said Willard and Leach their executors & Administrators or assigns for which payment well and truly to be made we bind ourselves our Executors and Administrators firmly by these presents, Sealed with our seals. Dated the 21st day of July ~~1862~~ 1863

The condition of the above obligation is such that whereas the above bounden Wiram Cooley hath prayed an appeal in a certain suit now pending in the Circuit Court of Will County on the Chancery side thereof wherein the said Wiram Cooley is Complainant and the said Jacob P. Willard and the said Alonzo Leach are defendants to the Supreme Court of the State of Illinois

Now if the said Wiram

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Cooley shall prosecute his said appeal with effect and shall pay the amount of the judgment ~~and~~ appeal from with costs interest and damages in the said judgment shall be affirmed, then this obligation shall be void otherwise in full force and virtue

Hiram Cooley 
O. W. Woodruff 

Which said Bond was approved by said Clerk as appears by Certificate thereon as follows to wit:

Clerks Office of Circuit
Court Will County

I do hereby approve the form, Execution
and Security of the above bond July 22nd 1863
B. F. Russell Clerk

State of Illinois Will County

I Benjamin F. Russell
Clerk of the Circuit Court in and for said County
in the State aforesaid do hereby certify that the
above and foregoing is a full true and perfect
copy of the pleadings and proofs heard upon the
trial of a certain cause lately pending in said Court.

91

wherein ~~for~~ Weirum Cooley is Complainant
and Jacob P. Willard and Alonzo Leach are defendants
Being the Bill of complaint answer of Defendant
Willard Replication of Complainant Cooley deposi-
tions of Abraham James and Samuel H. Woodman
Judgment Note Trust Deed Release of Trust deed and
the Record of said Court in a certain cause in said
Court wherein Jacob P. Willard is Plaintiff and Weirum
Cooley is defendant ^{no affidavits having been filed therein} and also of the Injunction bond
two Summons, Preceps, two writs of Injunction -
and Appeal bond to the Supreme Court as the
~~same appears from the R~~ and also of the
Records of proceedings of said Court in said
Cause of Weirum Cooley Complainant against
Jacob P. Willard ^{no affidavits having been filed therein} and Alonzo Leach defendants, as
the same appears from the Records now -
remaining in my said office

Witness my hand and the seal of said Court
at office in the City of Joliet in said
County this 25th day of February AD 1864
B. F. Russell Clerk



In Supreme Court
To April AD 1864

State of Illinois
Third Grand Jurisdiction
Hiram Corley

vs

Jacob P. Millard impleaded
with Alonzo Leach Appellee

proceedings aforesaid there is manifest error
in this writ:

Assignment of Error
And now the
said Hiram Corley Appellant
in error comes & says
that in the record and

on the 17th day of June 1863 this cause was submitted to the Court on the pleadings and proofs, and a decree entered thereon dissolving the injunction and dismissing the Bill, and the complainant files his bond and brings his case into this Court and assigns for error:—

1st The decree of the Court in dissolving the injunction & dismissing the bill

2^d The refusal of the Court to order the defendant Jacob P. Willard to give up & hand over the note to the complainant

3^d The refusal of the Court to order the said Jacob P. Willard to cancel said note

4th The refusal of the Court to order the said Jacob P. Willard to cancel said judgment.

5th The refusal of the Court to make the injunction perpetual in this case

6th The refusal of the Court to vacate the judgment, which was entered by confession against the complainant on the 13th day of November 1860

7th The refusal of the Court to set aside said judgment and make it void

8th The refusal of the Court to set aside and quash the execution and fee bill

9th The refusal of the Court to quash the execution and set aside the judgment

10th The decree is against equity.
By reason whereof the appellant prays that the said judgment may be reversed &c
By Chaff & Breckinridge Solicitors for appellant

Norain Cooley Appellant,

vs

Jacob P Willard

Impleaded with Alving

Leach - Appelle

Supreme Court of the State of
Illinois 3rd Grand Division

April Term 1884

And the said Jacob P Willard impleaded comes
Geo. F Bailey his attorney and says that there is no ~~error~~
such error in the said record and proceedings
as it above supposed Wherefore he prays
that said ~~decree~~ be affirmed &c

George F Bailey
atty for Appelle

115

Norain Cooley

@

Jacob P Willard vs Alving

Transcript

from

Will County Circuit Court

Filed March 23, 1884

L. Leach
clerk

Clerk's Fee \$2.80

Paide by Alving

B. F. Russell

clerk

SUPREME COURT.--STATE OF ILLINOIS.

THIRD GRAND DIVISION,

APRIL TERM, A. D. 1864.

HIRAM COOLEY,

vs.

JACOB P. WILLARD

and

ALONZO LEACH.

} Appeal from Will County Circuit Court.

ABSTRACT OF RECORD.

1-16 The bill in this cause was filed in the Court below by the
appellant against the appellees, December 10th, 1860, and states
in substance, that on or about the 23d day of October, 1858,
1 Hiram Cooley, complainant, borrowed of Jacob P. Willard \$800,
2 with interest at ten per cent., and that to secure the same, he gave
note and power of attorney, due in one year from the 23d of Oct.,
1858. Note payable at the office of Paschal Woodward in
Chicago, said note was delivered to the said Woodward in Joliet,
and the money so borrowed received from Woodward at the time
note given. That Woodward was the person with whom complain-
ant transacted all the business and made the loan, and complainant
to secure same gave a trust-deed to Paschal Woodward of the
west $\frac{1}{2}$ of the northeast $\frac{1}{4}$ of section 6, township 34, range 12 east
of the 3d P. M., also the southwest fraction of the southeast frac-
tion of the northeast $\frac{1}{4}$, (south of the Indiana boundary line) and
the northeast $\frac{1}{4}$ (north of the Indiana boundary line of said sec-

3 tion 6, in township and range aforesaid,) containing 155 acres and
4-5 47-100 of an acre. Said deed of trust then is set out in said bill
6 in full, and filed and recorded in the Recorder's office in Will Co.
on the 23d of Oct. 1858.

The bill then states that on or about the 22d day of October,
3 1860, the complainant paid the said sum of \$800 so borrowed with
all the interest which was due on the said note, to the said Paschal
Woodward who was the agent of the said Jacob P. Willard, and
the said Woodward received the said money in full satisfaction of
said note, and the said Woodward released the said trust-deed and
6 re-conveyed the said land to the said complainant, thereby acknowl-
edging payment and satisfaction of said note, as will more fully
appear by reference to the record.

7 Said deed of trust was drawn up in the hand writing of and
by the said Paschal Woodward, and signed by the complainant and
his wife Delia E. Cooley, but in the body of the deed William was
put by mistake for Hiram.

8 The said Paschal Woodward was the agent of the said Jacob
P. Willard to transact all the business in relation to the loaning
of the said money and conducting and finishing of the business re-
lating to the same from the beginning to the conclusion of the same.
The money was paid to the said Woodward in Joliet, forty miles
from Chicago.

9 The bill then states that the said Jacob P. Willard in 1860,
had judgment entered upon the said note in the Will County Circuit
Court for the sum of \$864 and four dollars and seventy cents costs
against the complainant.

And that the said Jacob P. Willard now wickedly, dishonest-
ly and fraudulently seeks to cause your orator to pay the money
9 over again and to recover the further sum of \$864 and costs. That
he caused an action and fee-bill to be issued out of the office of the
Clerk of the Will County Circuit Court on said judgment, on the
13th day of November, 1860, directed to the sheriff of said Will
county.

10 That said sheriff whose name is Alonzo Leach, on the 13th day of November, 1860, levied upon the land described in said deed of trust, to-wit: The southwest fraction of the southeast fraction of the northeast quarter of the Indiana boundary line, and the northeast quarter north of the Indiana boundary line, section 6, township 34, range 12 east, and threatens to sell the same at the instigation of the said Jacob P. Willard.

10 Your orator states that at the same time he gave the note he also gave a power of attorney to the said Paschal Woodward or any attorney to enter up judgment on the said note.

11 That notwithstanding the said note had been fully paid and the interest due on the same, and also in the face of the fact that the said Woodward the said agent of the said Jacob P. Willard, had released and re-conveyed the said premises to your orator in full satisfaction of the payment of said note as appears by the record, the said Jacob P. Willard proceeded to have judgment entered up in said Will County Circuit Court upon said note against your orator without giving him any notice in any way, and that he knew nothing of any such judgment until the said sheriff had levied up said land, and then he heard of it only by accident.

12 That he has had no opportunity in a court of law to defend the said note.

Therefore, as the complainant is remediless in the premises by
12 the strict rules of the common law, and can only obtain relief in equity.

That the said Jacob P. Willard and the said Alonzo Leach
12 may be made parties defendant, and to answer said bill, but without oath.

And that the said Jacob P. Willard may be decreed to deliver up said note and power of attorney to complainant, and
13 cancelled, and that the said Willard may be decreed to cancel said judgment of record and power enjoined by the Court from collecting said judgment and from suing on said note, and from interfering in any way whatever with said judgment or note,

except to cancel the same ; and that the said Alonzo Leach and his agents be restrained and enjoined from advertising and selling the said land (describing it.)

That an injunction was issued against the said Jacob P. Willard and Leach and their agents, to restrain them from proceeding to collect the said judgment, or in any manner interfering with said judgment, and that the said Leach be enjoined from selling said land by virtue of an execution.

And the bill prays for general relief.

15 Bill sworn to and signed by complainant.

16 Order that injunction issue. Bill filed Dec. 10th, 1860.

17 to 20 Bond of complainant. Summons, issues.

21 to 27 A writ of injunction was issued to the defendants in accordance with the prayer of the bill.

28-9 And on the 2d day of March, 1861, Jacob P. Willard filed his answer, admitting that on or about the 23d of October, 1858, said complainant made his promissory note of that date for the sum of \$800, payable in one year after the date thereof, at the office of Paschal Woodward in the city of Chicago, together with a power of attorney as stated in said bill ; and he also admits to secure said note complainant gave to the said Woodward a deed of trust of lands in Will county, a copy of which deed of trust is set out in said bill and acknowledged, &c., and on the same day and year duly filed for record in the Recorder's office in said Will county as stated in said bill.

30 Defendant states that on or about the said 23d of October, 1858, said Paschal Woodward who was at that time engaged in the banking business at said city of Chicago, applied to the defendant to obtain the money upon said note so secured by said deed of trust, as aforesaid, and on that occasion represented to this defendant that the title to said described lands in said deed

of trust, was good in the complainant, and was good security for the amount of said note, and he therefore purchased and received from the hands of said Woodward said note, and let him have the money thereon, which was the way the defendant came into possession of said note, and which said note the defendant continued
 30 to hold in his own exclusive possession and control as owner thereof until the 13th day of November, 1860, when the same was filed with the Clerk of said Will County Circuit Court, and judgment obtained thereon, and that no time from the day he received and purchased the same as aforesaid, until the day of en-
 31 tering said judgment thereon, was the same out of his possession, nor during said period had the said Woodward or any other person the right to receive payment thereof, except this defendant.

He further states that he has no knowledge or information except as stated in said bill where said complainant delivered said note to the said Woodward, nor whether it was before or after he delivered said note to said Woodward, that he received from the said Woodward the money thereon as stated in said bill; but this defendant states as before, that he received said note from Woodward before giving him the money therefor, and further states that previous to the application by the said Woodward to this defendant for said money upon said note and its delivery to this defendant as aforesaid. This defendant knew nothing of said note or that the complainant had given or intended to give the same.

31 That he never entrusted said Woodward with his money to loan, that he kept no bank deposit with him, and had no money in his hands to be loaned by him at any time. That in some instances said Woodward has applied to this defendant for parties who want-
 32 ed to obtain money upon other notes and by whom he was employed to procure the same, and this defendant has advanced the money on said notes when the notes were acceptable, but in any instance when this has been done said Woodward was employed by the borrower, and before receiving the money from the defendant, deliver-
 32 ed to him the note upon which the money was obtained.

He denies that Woodward was the authorized agent of defendant to receive said money on said note, and that he had no au-

thority to receive said money, or to discharge said note or trust-deed or acknowledge satisfaction thereof, and states and insists that the defendant is not bound by any payment or arrangement which the said complainant may have made or entered into in relation thereto, to or with said Woodward, who the defendant states was not the agent of this defendant at any time. Admits that he had no interview with the complainant at the time he received said
 33 note from Woodward, but that said Cooley was represented by the said Woodward as before stated.

He does not know what amount of money, if any, the complainant paid the said Woodward, on or about the 22d of October, 1860, nor upon what account the same was paid, but this defendant expressly states and shows that said Woodward had no legal right or authority to receive the same, and if he did receive any
 33 money from said complainant, he did not pay the same to this defendant, and he never received any money from complainant through the said Woodward or otherwise in payment of said note, and that said note has not been paid, but that the full amount for which judgment was entered thereon as stated in said bill, was due and unpaid to this defendant at the date of said judgment.

34 Defendant admits that Woodward released and re-conveyed said land to the complainant as stated in said bill, but what took place at the time between said Woodward and complainant, he does not know. Defendant states that said release was a breach of trust, and made without the knowledge and against the will of this defendant, and cannot prejudice the rights of this defendant, and whatever the said Woodward may have done by way of receiving money to pay said note, or acknowledge satisfaction thereof, or promising to get said note of this defendant and to send it to complainant, was wholly without the authority to act for this defendant, and without this defendant's knowledge or consent.

35 This defendant admits that the name of William Cooley was inserted by mistake in said deed of trust, in the body of the same, in place of complainant's name, and he admits that he obtained judgment thereon on the 13th day of November 1860, in said Will County Circuit Court, and that execution issued as stated in said bill, and same levied as therein stated, and that he wrote to the

said defendant that the said property was advertized for sale, and the day on which the same was to be sold. Denies all unlawful combination as charged in said bill.

40 Complainant filed in Court below a general replication to an-
41 swer of defendant, 5th day of December, 1861, nunc pro tunc
by leave of the Court.

On appellant's motion, the default of Leach was entered on
46 the 6th day of March, 1863, and the bill as to him ordered to be
taken for, confessed.

47 Cause now heard upon the following evidence and proofs :

Deposition of Abraham James, taken by the Clerk of the
Will Circuit Court. My name Abraham James ; have known
49 complainant since October last. Have known Paschal Woodward
15 years. In fall of 1860, saw him at divers time ; last time I
saw him was on the 15th day of October 1860, I think. I will not
be particular as to the date. It was on Monday. I did pay him
some money. I went to the Joliet Bank to get a check cashed for
50 Paschal Woodward, for Hiram Cooley. \$840. I paid \$840 to
Paschal Woodward for Hiram Cooley in the fall of 1860, some-
where from the 14th of October to the last of the month. Wood-
ward said the money belonged to Mr. Willard.

51 \$840.

October 22, 1860,
Joliet Bank,

Pay J. P. Willard or bearer, eight hundred and forty dollars.
Nov. 24.

H. COOLEY.

I have seen check before. It was from middle to the latter
part of October 1860.

52 I took it from Hiram Cooley and went to the Joliet Bank, and
had it cashed, and paid the money to Paschal Woodward. I did
not pay money at any other time to Paschal Woodward for Hiram
Cooley, except the money I have spoken of.

Evidence on cross examination of the witness : I did not
 53 know of my own knowledge what said check was given. Willard
 was not present when I paid the money to Woodward. I supposed
 Willard resided in Chicago. He did not reside in Joliet, that I
 knew of.

The direct interrogatories were objected to by defendant's
 counsel.

53 The deposition of Samuel W. Woodward taken on the part of
 the complainant: My name is Samuel W. Woodward. I live in
 Will county. I am acquainted with Hiram Cooley, complainant,
 and Jacob P. Willard, defendant. Have known Cooley 4 years,
 and Willard since 1856. I have known Paschal Woodward 37
 54 years. Paschal Woodward has loaned money for Jacob P. Willard
 to different parties.

55 I have known him to loan and receive money for Jacob
 P. Willard. What that is, an agency or not, I do not know. I
 came to Chicago in 1856. My brother Paschal Woodward was
 in the business of loaning money, and amongst the numerous
 parties he was then loaning money for, I have heard him say he
 was loaning money for Jacob P. Willard, among the rest.

He loaned money for Jacob P. Willard, one of the defen-
 dants in this case, to Hiram Cooley. It was \$800.

To secure such loan, Hiram Cooley gave his note and a trust
 deed of his real estate in Will county. The loan was made about
 2 years ago. I can't tell the month.

56 On the 22d or 23d of last October, Paschal Woodward re-
 ceived from Mr. Cooley, here in this place, \$840, I think was
 the amount of the check. He said it was to pay a note that Mr.
 Willard held against Mr. Cooley. After the payment was made
 and we were going home, Mr. Cooley called to us as we met him
 on the street, and said he had forgot to get the note. Paschal
 Woodward replied to him that he was going to Chicago the next
 morning, and he would get the note and send it down to him.

58 On the evening before the day on which this was received, Paschal Woodward said that he had agreed to meet Mr. Cooley on the following day, here in Joliet, to receive the above money, \$800 and interest, that he loaned for Jacob P. Willard to Hiram Cooley. My impression is that Paschal Woodward was the agent of Jacob P. Willard in loaning and receiving money since 1856. He has frequently made loans for him since 1856.

59 My impression is that he was Willard's agent in loaning and receiving money. Willard's business has been loaning money since 1856.

60 Evidence on cross examination.

I can't state the particular instances and the time when, and to whom Paschal Woodward loaned money for Jacob P. Willard. I know he made this loan to Mr. Cooley, and I believe it was two years ago.

I have been very frequently in Paschal Woodward's office when Jacob P. Willard and Paschal Woodward have been talking about making loans, but day and date, I can't give. I was not present when he made the loan to Cooley.

61 Paschal Woodward has told me that he loaned \$800 to Cooley for Willard, and I was requested by Paschal Woodward to call on Mr. Cooley to receive the semi-annual interest on said loan. Mr. Cooley has told me that he received the money from Jacob P. Willard by Paschal Woodward.

I think Paschal Woodward has loaned money for Jacob P. Willard to James Henry, of Grundy county. Likewise for James Curtiss, of Champaign county, days and date I cannot give.

I can't say that I was present when such loans were made. If I was present, they were made in Chicago.

I know they were made by hearing Paschal Woodward speaking of making loans for Mr. Willard, and by what Mr. Willard himself has told me. I had a conversation with Mr. Willard

in this city about the 25th of October. He came here to see Paschal Woodward, and he said he must see Paschal Woodward, and enquired of me when I thought he would return.

63 Willard said Paschal Woodward held trust-deeds of his to the amount of either eleven or fifteen thousand dollars, and that he could not collect any of it until he had seen him. He said if he could see Paschal Woodward that they could settle all their transanctions, he thought, without trouble. I have frequently been in Paschal Woodward's office when Jacob P. Willard has been giving his checks and receiving notes and mortgages from Paschal Woodward, but the parties that were to receive the money, I can't give their names, nor the dates nor the time of loaning.

64 These are the only instances, I know, of his loaning money for Willard.

When I first came to the west, I hired in Chicago six months, for the next two years and a half, I lived in Will county, about one third of that time I was in Chicago. The balance of the time I have been in Will county.

THE DIRECT EXAMINATION RESUMED.

65 When I was in the office of Paschal Woodward, and Jacob P. Willard and Paschal Woodward were talking about making loans, the money to be loaned was Jacob P. Willard's, and Paschal Woodward was to make the loans.

I can't give the names.

Willard did not tell me in what way Woodward held the trust deeds. Willard told me that he would have to have Woodward's releases of ⁵²²these trust-deeds before he could collect the money on them. At the time I was in Paschal Woodward's office, it was Jacob P. Willard's money that was loaned. It was Jacob P. Willard's check that was given for the notes and mortgages and trust deeds, and Paschal Woodward made the loans.

I mean the notes and trust-deeds that Paschal Woodward made these loans for.

CROSS EXAMINATION RESUMED.

- 67 Willard's checks were drawn on E. P. Tinkham before he failed, after that my impression is upon the Marine Bank. My impression is that Paschal Woodward was to get Hiram Cooley's note from Jacob P. Willard, but I did not hear him say. I did not examine the notes or mortgages or trust-deeds.

Note and power of attorney offered in evidence on the hearing.

70 \$800.

CHICAGO, Oct. 23, 1858.

One year after date, for value received, I promise to pay to Jacob P. Willard or order, the sum of eight hundred dollars with interest at the rate of ten per cent. per annum, payable semi-annually, at the office of P. Woodward in Chicago.

HIRAM COOLEY.

- 70 Know all men by these presents, that whereas the subscriber is justly indebted to Jacob P. Willard, upon a certain promissory note, bearing even date herewith, for the sum of eight hundred dollars, made payable to the said Jacob P. Willard, upon a certain promissory note, bearing even date herewith, for the sum of eight hundred dollars, made payable to the said Jacob P. Willard or order, and due in one year after date with interest. Now, therefore, in consideration of the premises and of the sum of one dollar to me in hand paid by the said Jacob P. Willard, the receipt whereof is hereby acknowledged, do hereby make, constitute and appoint Paschal Woodward or any attorney, in any Court
 71 of Record, to be my true and lawful attorney, irrevocably for me and in my name, place and stead, to appear before any justice of the peace or in any Court of Record in term time or vacation, in any of the States or territories of the United States, at any time after the date hereof, to waive service of process, and confess a judgment in favor of the said Jacob P. Willard or his or their assigns or their assignees upon the said note, for the above sum, or for so much as appears to be due according to the tense and effect of said note with interest thereon, together with costs. Also, for

twenty dollars usual attorney's fees, to be added to the amount due on entering up judgment; also to file a cognovit for the amount that may be due, with an agreement thereon, that no writ of error or appeal shall be prosecuted upon the judgment entered by virtue hereof, nor any bill in equity filed, to interfere in any manner with the operation of such judgment, and to release all errors that may intervene in the entering up of such judgment or issuing the execution thereon, and also to consent to immediate execution upon such judgment. Hereby ratifying and confirming all that my said attorney may do by virtue hereof.

Witness my hand and seal this 23d day of October, 1858.

HIRAM COOLEY. [L. s.]

The following are the endorsements upon the back of said note:

72 Received April 29, 1859, of H. Cooley, by the hands of P. Woodward, forty dollars, six months interest on the within note.
\$40. JACOB P. WILLARD.

Received Oct. 27th, 1859, of H. Cooley, by the hands of P. Woodward, forty dollars, six months interest on the within note.
JACOB P. WILLARD.

Received May 2d, 1860, of H. Cooley, by the hands of P. Woodward, forty dollars, six months interest on the within loan.

And thereupon there was read in evidence as aforesaid, a certain deed of trust, in words and figures following, to-wit:

Whereas, William Cooley party of the first part, of the county of Will, and State of Illinois, has executed a certain promissory note, of even date herewith, payable to Jacob P. Willard or order, in one year after date hereof, for the sum of eight hundred dollars with interest, at the rate of ten per cent. per annum, payable semi-annually, at the office of P. Woodward, in Chicago. Now, therefore, the said William Cooley, party of the first part, to secure the payment of said note, according to its tenor and effect, in consider-

- 73 ation of one dollar and the further sum of eight hundred dollars, the receipt whereof is hereby confessed, doth grant, bargain, sell and convey unto Paschal Woodward, of the city of Chicago, of the county of Cook, in the State of Illinois, his heirs and assigns forever, the premises described as follows: The west half of the northeast quarter of section 6, township 34, range 12, east of the 3d P. M. Also south west fraction of the southeast fraction of the northeast quarter, south of the Indiana boundary line, and the northeast quarter, north of the Indiana boundary line of said section 6, in township and range aforesaid, containing in all one hundred and fifty-five 47-100 acres of land, situated in the county of Will and State of Illinois. In trust, nevertheless that in case default be made in the payment of said note, principal and interest, or any part thereof, according to the tenor and effect of said note, then on the application of the legal holder of the said note, the said Paschal Woodward after publishing a notice in a newspaper
- 74 printed in the city of Chicago, in the State of Illinois, ten days before the day of such sale the said premises and all right and equity of redemption of the said William Cooley, party of the first part, their heirs and assigns therein, at public auction, at the Court House door, in the said city of Chicago, to the highest bidder for cash, at the time mentioned in said notice, and make, execute and deliver to the purchaser or purchasers thereof, a deed or deeds for the premises so sold, and out of the proceeds of such sale, to pay all cost or expenses incurred.

And upon further trust upon payment of said promissory note, according to the tenor and effect thereof, then to re-convey said premises to the party of the first part, at his cost.

Signed and sealed the 23d day of October, 1858.

HIRAM COOLEY, [L. s.]

DELIA E. COOLEY, [L. s.]

- 75-6 Which said deed of trust was duly acknowledged on the [Seal Cir Court.] 23d of October, 1858, by A. McIntosh, Clerk and recorded same day in Will county, Illinois. And also was read in evidence upon the said hearing.

The following record and proceedings in said Will County Circuit Court in the cause therein entitled. It being all the re-

cord and proceedings in the following cause, no affidavit being filed herein.

77-8 Be it remembered that on the thirteenth of November, 1860, Jacob P. Willard, by Geo. F. Bailey his attorney, filed in said Clerk's office his certain declaration of a plea in trespass on the case on premises which is in words and figures following, to-wit:

STATE OF ILLINOIS, }
WILL COUNTY, ss. } Circuit Court of Will County.

In vacation after the October term, A. D., 1860.

Jacob P. Willard, plaintiff in said suit, by Geo. F. Bailey his attorney, complains of Hiram Cooley, of said county, defendant, in a plea of trespass on the case on promises. Whereas said defendant promised on the 23d day of October, 1858, at Cook Co., made his promissory note in writing, bearing date the day and year aforesaid, and delivered the same to said plaintiff, and promised to pay him \$800 with interest at ten per cent., payable semi-annually, one year after the date thereof. Defendant has not paid the same, therefore he brings suit, &c.

GEO. F. BAILEY,
Plaintiff's Attorney.

COGNOVIT.

79 Hiram Cooley, }
ad's }
Jacob P. Willard. }

And the said Hiram Cooley, defendant, by Solomon M. Wilson, his attorney, comes and defends the wrong and injury,
80 waives process, and says that he can't deny the action of the said plaintiff, and that the plaintiff has sustained damage to the amount of \$864, including the further sum of twenty dollars for attorney fees, and he waives all errors that may intervene in entering up judgment.

S. M. WILSON,
Defendant's Att'y.

Which said declaration and confession were endorsed as follows, to-wit: Filed the 13th day of November, 1860.

A. McINTOSH, Clerk.

And also were filed therewith a certain note and warrant of attorney, as follows:

81 \$800.

CHICAGO, Oct. 23, 1858.

One year after date, for value received, I promise to pay to Jacob P. Willard or order, the sum of eight hundred dollars with interest at the rate of ten per cent. per annum, payable semi-annually, at the office of P. Woodward in Chicago.

HIRAM COOLEY.

Then follows power of attorney to confess judgment, running to Paschal Woodward or any attorney of record.

And the following are the endorsements on the back of said note:

82 Received April 29, 1859, of H Cooley, by the hands of P. Woodward, forty dollars, six month interest on the within note.

JACOB P. WILLARD.

Received Oct. 27, 1859, of H. Cooley, by the hands of P. Woodward, forty dollars, six months interest on the within note.

JACOB P. WILLARD.

Received May 2, 1860, of H. Cooley, by the hands of P. Woodward, forty dollars, six months interest on the within bond.

83 And on the 13th day of November, 1860, judgment was entered in the Will County Circuit Court on the note, for the sum of \$864 against complainant and in favor of Jacob P. Willard, it being the amount due upon said note, including attorney's fees.

And also a certain release of trust-deed, given by Paschal Woodward to Hiram Cooley, releasing and re-conveying the land described in trust-deed.

85 Know all men by these presents, that I, Paschal Woodward, of the city of Chicago, of the county of Cook and State of Illinois, for and in consideration of one dollar to me in hand paid, and for other good and valuable considerations, the receipt whereof

is hereby confessed, do hereby grant, bargain, remise, convey, release, and quit-claim unto Hiram Cooley, of the County of Will, and State of Illinois, all the right, title and interest, claim or demand whatsoever I may have acquired in, through or by a certain indenture or trust-deed, bearing date the 23d of October, 1858, and recorded in the Recorder's office of Will county, State of Illinois, in book 56 of records, page 571 and 572 to the premises therein described, and which said deed was made to secure a certain promissory note, bearing even date with said deed, for the sum of eight hundred dollars and costs.

Witness my hand and seal, this 22d day of October, A. D. 1860.

PASCHAL WOODWARD, [L. s.]

With the following acknowledgment :

86 STATE OF ILLINOIS, }
WILL COUNTY.

I, Alexander McIntosh, Clerk of the Circuit Court, in and for said County in the State of Illinois, do hereby certify that Paschal Woodward, personally known to me as the same person whose name is subscribed to the foregoing deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this
[Seal Circuit Court.] 22d day of October, A. D. 1860.

A. McINTOSH, Clerk.

And recorded as follows :

STATE OF ILLINOIS, }
WILL COUNTY.

This instrument was filed for record, the 22d day of October, 1860, at 11 ½ o'clock, A. M., and duly recorded in Book 65 of Record, page 770.

A. McINTOSH, Recorder.

87 On the 17th day of June, this cause was submitted to the
88 Court on the pleadings and proofs, and a decree entered therein,
89 ~~dismissing~~ ^{annulling} the injunction and dismissing the bill, and the complainant files his bond and brings his case into this Court, and assigns for error :—

1st. The decree of the Court in dissolving the injunction and dismissing the bill.

2d. The refusal of the Court to order the defendant, Jacob P. Willard, to give up and hand over the note to the complainant.

3d. The refusal of the Court to order the said Jacob P. Willard to cancel said note.

4th. The refusal of the Court to order the said Jacob P. Willard to cancel said judgment.

5th. The refusal of the Court to make the injunction perpetual in this case.

6th. The refusal of the Court to vacate the judgment which was entered by confession against the complainant on the 13th day of November, 1860.

7th. The refusal of the Court to set aside said judgment and make it void.

8th. The refusal of the Court to set aside and quash the execution and fee bill.

9th. The refusal of the Court to quash the execution and set aside the judgment.

10th. The decree is against equity.

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Hiram Cooley

vs

Jacob P. Willard
et al

Abstract of Record



Filed Mar. 23. 1864

L. Leland