14836

No._____

Supreme Court of Illinois

Goodwin

vs.

Mix, Plum et al

71641

211 – 170

Supreme Court of Illinois.

J. GOODWIN et al., Appellants,

vs.

MIX, PLUM et al.

APPEAL FROM COOK CIRCUIT.

Filed April 18. 1865
L. Leland Clerk

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State of Illinois, Supreme Court,

THIRD GRAND DIVISION.

APRIL TERM, A. D. 1865.

JEREMIAH GOODWIN AND
NEWTON R. GOODWIN,
APPELLANTS,

vs.

RUSSEL C. MIX,
WILLIAM V. PLUM,
ERASMUS WOODWORTH,
ALVIN WOODWORTH,
ABNER TAYLOR,
HIRAM BUTTERWORTH,
SAMUEL L. KEITH, AND
THOMAS SNELL.

In Chancery.
Appeal from Cook Circuit Court.

ABSTRACT OF THE RECORD OF THE ABOVE CASE.

Page of Record	
150	Sept. 17, 1861, in the Kane Circuit Court the bill was filed.
1	Transcript of Record on change of venue from Kane to Cook Circuit Court, filed in latter Court Sept. 23, 1863.
5	Order of Kane Circuit Court, overruling defendant's demurrer to the bill, March 6, 1862.
7	Order of said Court, defaulting E. & A. Woodworth for want of answer, Oct. 7, 1862.
9	Petition for change and order changing the venue to Cook Circuit Court, Feb. 3, 1863.
11	Complainant's bill of complaint.

ABSTRACT OF THE BILL.

11 The bill is filed by complainants, in behalf of themselves and the other creditors of E. & A. Woodworth, who may come in under the assignment, and contribute to the expenses of the suit.

The bill states and charges

12 That Erasmus and Alvin Woodworth, as partners by the name of E. & A. Woodworth, (at Aurora, Kane Co., Ill.), having for years carried on the business of manufacturing wagons, &c., in Nov., 1859, became embarrassed and stopped payment.

That they, by deed duly executed, on the 18th Nov., 1859, made an assignment to the defendants, Russel C. Mix and Wm. V. Plum, of all of their real estate (in Ills.), and all of their personal property in trust for their creditors—(a copy of the assignment is attached to the bill marked "D").

13 That the assignees (Mix & Plum), immediately took possession of
15 the property assigned and recorded the assignment.

That the real estate assigned, was worth at the time $37,000 to $40,000—(the description of which is attached to the bill marked "E").

That the personal property (exclusive of chose in action), assigned,
17 was worth $27,000 to $30,000—(description of which marked "F" is attached to bill.)

That the *chose in action* assigned was believed to be worth $8,000 to $10,000.

That the property assigned, in the aggregate, was worth $70,000 to $80,000.

That there were incumbrances prior to the assignment upon part of the real estate, to-wit: upon the new stone shop premises.

19 1st. A trust deed, dated May 18th, 1857, executed by E. & A. Woodworth to Edward Huntoon, given to secure payment of a note of even date, with deed for $3,700, made by E. & A. Woodworth to James H. Huntoon, payable two years after date. Deed recorded May 18th, '57, and authorized sale of premises, if there should be default in payment of note.

2d. Another trust deed, dated June 1st, 1858, executed by E. & A. Woodworth to Charles Patten, to secure payment of two notes of even date, one for $300 at six months, and the other for $3,000 at one year,
21 made by E. & A. Woodworth to I. G. Wilson. Deed recorded June 1st, 1858, and authorized sale of premises on default of payment of notes.

Said stone shop premises were worth $20,000 to $25,000, and the interest on the Huntoon note was paid, and the $300 note and interest on the $3,000 note to Wilson was paid.

Upon lots 3 and 4 in block 2, West Aurora, was a trust deed for benefit of Geo. Hadden—amount $2,283.32—value of lots $2,500 to $3,000.

23 Upon Kendall Co. farm, 141 $\frac{66}{100}$ acres, was a mortgage held by Geo. Hadden, for about $2,081.71, value of farm $4,500.

Upon the 3$\frac{3}{4}$ acre premises, Alvin Woodworth's residence, was a mortgage nominally of $2,000, but really of only $1,200, value of 3$\frac{3}{4}$ acres was $7,000 to $8,000.

That there were, prior to the assignment, execution liens (besides those in favor of Benjamin F. Fridley) upon the property to the amount
25 in all, of $1,000 to $1,200.

That on the 18th day of Nov., 1859, in the Circuit Court of Kane County, Ills., in vacation, upon eleven judgment notes, Benjamin F. Fridley caused to be entered up in his favor against E. & A Woodworth, ten
27 judgments—numbered on the general docket 7136 to 7145—upon each of which Fridley sued out executions and gave to the Sheriff of Kane County, same day—(a statement of each of said judgments is attached to
27 the bill marked "H.") Amount of the ten judgments, exclusive of costs, is $8,783,69, included in which are $390 as attorney's fees.

That said eleven notes were given by E. & A. Woodworth to Fridley for borrowed money and usurious interest, at from 25 to 30 per cent. —that the usury in said judgments was from $2,000 to $3,000—which fact was known to all of the defendants before any purchases of the assigned property was made by Taylor, Butterworth, Keith and Snell, or either of them.

That Fridley owed on book account, E. & A. Woodworth, at the time judgments were entered, about $800, which was not set off, and money had been paid on said notes which was not allowed, all of which all of said defendants knew.

29 That the balance really due from E. & A. Woodworth to Fridley, when said judgments were rendered, was only about $5,000.

31 That the aggregate amount of incumbrances and liens upon the assigned property, according to their face, was at time of assignment about $22,000—justly and truly, however, they amounted to between $16,000 and $17,000—all of which the defendants knew as early as the 1st day of December, 1859.

That when property was converted in money, and expenses of administering assignment was paid, the assignees were directed in the deed of assignment, first, to pay in full (if there were money sufficient, if not, ratably), the several and respective debts, bonds, notes and sums of money due and to grow due from E. & A. Woodworth, or for which they were liable to the several persons and firms named and designated in the schedule annexed to the assignment marked "C"—and the assignees were directed and required to correct errors or omissions in said schedule —that in said schedule the complainants are named and designated among the creditors, as follows:

"J. Goodwin & Co., on notes held by them, $800."

That the indebtedness at the time of said assignment of E. & A. Woodworth, (above all counter claims), to complainant's, was $6,961.39.

That Mix & Plum knew that to be the amount of E. & A. W's indebtedness to complainants, and were applied to by complainants to correct the said schedule as to amount—make it $6,961.39, instead of $800, but they refused so to do.

That Butterworth, in Nov., 1859, came from Iowa, (where he resided) to Aurora, ostensibly to aid E. & A. Woodworth as a friend—that Taylor, Keith & Snell were his friends—that in Nov. or early part of Dec., 1859, Taylor, Butterworth, Keith & Snell entered into an agreement to obtain the personal property (save chose in action), and certain of the real estate, assigned as aforesaid, for (or at the price of) the incumbrances and liens thereon, and then as partners, by the style of Taylor, Butterworth & Co., to carry on with the property, and upon the premises thus acquired, the same business E. & A. Woodworth had been doing—that is, continue the wagon and carriage making business in the said shops—that Mix & Plum and E. & A. Woodworth at the time knew of said agreement and its objects, and approved and encouraged it.

That in pursuance of said agreement, early in Dec., 1859, Taylor, Butterworth & Co., negotiated with Fridley, to buy his said ten judgments and executions, and finally, previous to the 24th Dec., 1859, purchased the same for about $6,000. This purchase was not to be publicly known. Mix & Plum, & E. and A. Woodworth, knew and approved of it.

That Mix & Plum at time of assignment, knew of the Trust Deed to Patten. That they did not pay or try to raise money to pay or try to obtain an extension of the time of payment of the note ($3,000) secured by said trust deed, but allowed the premises in the Trust Deed, described to be advertised, and on the 24th Dec., 1859, by said Patten, to be sold to T. B. & Co., for $3,233-33-100, and a deed thereof made in pursuance of said sale. (Copy of Deed is atttached, marked "I"). That Mix and Plum.

though they knew before hand of the intended sale, did not try to prevent it—nor to try to have the property bring more than the amount of
45 the Trust Deed—that Mix was present at the sale, and there advised persons present not to bid, but to let Butterworth bid off the property, it would be better for Aurora, as Butterworth and his partners would go on with the business. That Butterworth, at the time he bid off said premises stated that he was buying and would hold the same for the benefit of E. & A. Woodworth—that without making effort to set aside said Fridley judgments, or either of them, or to stay or quash the executions thereon, or to pay the same, and before sale of any property thereon and with the lien thereby created binding the property, Mix & Plum, upon notice
47 first given, Jany. 10th, 1860, on the 22d Jany. 1860, sold at Aurora the personal property assigned to them as aforesaid, at public auction, in the manner and for the prices following:—Large quantities of divers kinds were in different buildings and sold in mass as one lot—for $1 each lot, to Taylor, to-wit:—In "Harroun's building" was divers wagon materials worth $1,300 to $1,500—see schedule thereof marked "K" attached to bill.

49	In "Old Tannery" was promiscuous property			worth	$150	to $200	Sched. (L)
	" Erasmus' Barn	"	"	"	$900	to $1200	" (M)
	" Alvin's Barn	"	"	"	$1300	to $1500	" (N)
51	" Old Blacksmith shop	"	"	"	$1100	to $1200	" (O)
	" Dry House	"	"	"	$300	to $400	" (P)
53	" Red Shop	"	"	"	$2700	to $3000	" (Q)
	" Stone Shop, different rooms full, sold				$1400	to $1500	" (R)
55	Lot of mules, cattle and horse,			"	$2000	to $3000	" (S)

sold in mass.

That Mix & Plum sold the whole of said property in about an hour. That Plum accompanied by Taylor went first to one of said places, put up
57 all of the property there. Taylor bid one dollar and Plum immediately struck the same off to him. Then they went to another of said places—put up the property—Taylor bid a $1, Plum struck it off to him, and the same occurred at each place until all was sold.

That the property thus sold consisted of a great variety of articles and things which could not be sold together to advantage, and was exposed to sale under circumstances (execution liens over it,) which necessarily prevented competition and occasioned a sacrifice thereof.

That the value of the property thus sold for some $9, was worth, above all liens, $15,000 to $20,000.

That Mix & Plum, after said sales, abandoned and looked no further after said personal property, and T. B. & Co. having possession of shops, took charge of same.

That about February 6th, 1860, by the deputy sheriff, on 9 of said Fridley executions, (Nos. 7,136, 8, 9, 40, 41, 2, 3, & 7,145,) there was a sale (alleged to have been formal,) of said personal property, Taylor (or some member of the firm of T. B. & Co.,) bidding the same off. That the amount realized does not appear on the executions. The sheriff returned executions No. 7,138, 7,139, 7,140, 7,141, 7,142, 7,143, & 7,145,
59 satisfied in full by sale of property levied on, and returned on execution No. 7,136, $1,414.57, made and by order of plff. returned not satisfied.

That on 16th Feb., 1860, executions Nos. 7,137 & 7,144, were levied on Lots 3 & 4, Block 2, west Aurora; on Lot 2, Block 5, Hall's addition, and 3¾ acres, Alvin's residence; and on 15th Sept., 1860, sold to Taylor, Butterworth, Keith & Snell, for $2,475; same property was then worth $10,000.

61 That about July 28th, 1860, Mix & Plum sold certain real estate assigned as follows:

The Kendall Co. farm, 141.60-100 to Lyman Woodworth, a brother of E & A. W., for $10—value above incumbrance, $2,000. Lots 3 & 4 Block 2, to J. L. Hanchett, for $5; value $3,500, above incumbrance $300. Divers lots worth from $50 to $150 a piece, to Hanchett, for $1 each; and the 3½ acre piece, Alvin's homestead sold.

That when said last named sales were made, the several pieces of real estate thus sold were under levy of execution Nos. 7,137, & 7,144, and were sold with the leins created by said executions resting upon them.

63 That Taylor, Butterworth & Co., Jany. 14th, 1861, sued out an alias execution on judgment No. 7,136, and levied upon, and on the 18th February, 1861, sold by virtue thereof, the following of the real estate assigned, to-wit:

Lot 1, B. 3, Lake's addition.
Lot 12, B. 5, Hubbard's.
Lot 10, Kingsbury's subd. Block 27, Stephenson's addition.
Lot 7, Hinde's sub. Bl'ks. 28 & 29, Stephenson's addition, for
65 $22.50-100, value $400 to $500; T. B. & Co. buying the property, and execution returned not satisfied.

That in pursuance of the agreement aforesaid, Taylor, Butterworth, Keith & Snell, having obtained the shop, premises and the personal property (except chose in action,) assigned by E. & A. W. to Mix & Plum on or about 8th day of February, 1860, commenced as partners in said shops, and with said personal property, the manufacturing of wagons, carriages, &c., and have carried the same on ever since, and with said material have manufactured and sold $60,000 to $70,000 worth of articles.

67 That Mix & Plum claim that all the assigned property has been sold or passed out of their hands, and that there is and will be nothing to pay creditors of E. & A. Woodworth.

That Mix & Plum have made no statement to the creditors of their doings as assignees, or of the situation of the affairs of the assignment; nor have they paid the complainants any thing.

69 That before and about the time of the sale by Patten, of the stone shop premises, the assignees, assignors, and Taylor, Butterworth, Keith & Snell, conspired together to so manage as that T. B. K. & S., should obtain title to all of any considerable value of the assigned personal and real estate, (save chose in action) without paying more than the liens and incumbrances thereon, with the understanding that T. B. K. & S., should carry on the manufacturing of wagons, &c., business long enough to pay their advances and some profits, and then let E. & A. Woodworth have real estate and property left, and that such conspiracy had been, so far as obtaining the property and going on with the business, carried into effect.

71 That Mix & Plum was authorized by the assignment to complete unfinished work which they should have done, and for that purpose, and to keep personal property until sold. The shops ought not to have been allowed to be sold.

73 That said shops were situate upon premises described in the Patten Trust Deed; one of which shops was a 4 story stone building 80 by 100 feet, in good condition, worth $10,000 to $15,000 exclusive of ground, and in which the work of the business was principally done. Assignees should and could have prevented sale of this for Trustee debt.

That Mix & Plum ought not to have sold the assigned personal property until after the Fridley executions had been satisfied—that selling with the liens therof upon the property, necessarily deterred persons having no interest in the executions from bidding, and gave the owners
75 of the executions a decided advantage; for, if a stranger to the executions bid off an article at the assignee sale, before he could get it he would

have to attend and bid it off again at the sheriff sale, and at the sheriff sale he would have to compete with the owner of the execution, who without risk could force the purchaser at assignee sale to bid all the article was worth in order to save it. That for like reasons Mix & Plum ought not to have sold real estate while under execution liens.

That if mix & Plum had used reasonable care, diligence, prudence and judgment in managing and disposing of the assigned property, money enough would have been realized therefrom, over and above discharging
77 all liens and incumbrances, to have satisfied the debts due to the preferred creditors from E. & A. Woodworth.

That with intent to defraud complainants, Mix & Plum fraudulently disposed, and rid themselves of all the real and personal property (chose in action excepted) in such manner as would seem to comply with forms of law, and yet yield no money to pay preferred creditors of E. & A. W. That the sales of personal and real estate made by them as aforesaid, and the Patten sale of stone shop premises, and the real estate execution sales
79 were made and permitted to be made by Mix & Plum with intent to defraud complainants and other creditors; and that Mix & Plum should be held responsible for the value, E & A. Woodworth (without the said property) being worthless.

That Taylor, Butterworth, Keith and Snell, before and at the time of the purchase by them, or either of them, of any of said property, and of the Fridley Execution, each knew of and participated in said fraudulent intent of Mix and Plum—or if they did not actually participate
81 therein, they severally had notice thereof.

That by reason of their fraudulent conduct aforesaid, Mix and Plum ought to be held personally responsible, and made to pay complainants and other creditors according to assignment the value of the property,
82 less liens and incumbrances, which the Bill seeks to have done.

That each and all of the purchases aforesaid, by Butterworth and Taylor severally, were made for and on account of the firm of Taylor, Butterworth & Co., and that by reason of the notice aforesaid of the fraudulent intent of Mix and Plum, that they (Taylor, Butterworth,
83 Keith and Snell) were not and ought not to be considered *bona fide* purchasers of any of said personal or real estate, but as to said property ought to be considered and treated as trustees—holding the title thereof for the benefit of complainants and other creditors of E. and A. W. under said assignment, and that the Bill seeks to have them thus treated, and made to pay the value of the property purchased as aforesaid, less the liens and incumbrances thereon.

That if Mix and Plum in the management and disposition of the property did not really intend to defraud the preferred creditors, they were guilty of neglect of duty, gross mismanagement, carelessness, and want of judgment in conducting, managing, and disposing of the affairs of the assignment in this, to wit:

84 In not raising money to pay incumbrances and liens.

In not setting aside the Fridley judgments, quashing the execution, and having usury deducted and set offs allowed, thereby obtaining also time.

In allowing the real estate in Patten trust deed to be sold; an extension of time might have been had, money raised to pay the incumbrance, or if sold, in not getting something for the property.

85 In selling the personal property, while execution liens were upon the same; in selling it in too large quantities, too much haste.

In selling it for nothing, in fact, in giving the entire property away.

That because of the fraud or mismanagement aforesaid of Mix and Plum, the complainants seek to make them responsible for the loss complainants have thereby sustained.

That Taylor, Butterworth, Keith and Snell, each and all, before 86 they or either of them purchased any of said assigned property, had notice of said assignment, and knew that Mix and Plum had and held the property as assignees and trustees, and they, T. B. K. and S., ought 87 to be held and treated as trustees, holding the property by them acquired as aforesaid, in trust for the creditors under said assignment.

That Butterworth, having stated at the time of the purchase at the Patten Trust Deed sale, and thereby prevented competition, that he was bidding off the property for the benefit of E. and A. Woodworth, said property ought to be held and treated as Trust property for the benefit of E. and A. W.'s creditors under said assignment.

That if there were no fraud on the part of Mix and Plum, there was in the disposition of the assigned property a reckless disregard of the rights and interests of the *cestui que trusts* under the assignment of the 88 property, and such a want of care, prudence and judgment, as constitutes a fraud in law, and make them responsible for the loss—and that by reason of such conduct on the part of Mix and Plum known to T., B., 89 K. and S.,—the property should be followed as trust property in their hands, and they held as trustees thereof.

PRAYER OF BILL.

That all of above named defendants be made parties defendants—waives oath.

93 That Mix and Plum may account for moneys received as assignees —and for the value (less amount of liens) of the assigned personal property sold to Taylor, and for value (less incumbrances and liens) of the assigned real estate sold by them, or permitted to be sold on trust deeds, mortgages, or executions, and for all choses in action received by
94 them as assignees, and for all money which might have been realized by sale of assigned property, had they performed their duty as assignees, and to account for all property received by them as assignees, and for the value thereof, less liens and incumbrances, and that they might be
95 removed, and deliver over property left unsold.

And that Butterworth, or Taylor, Butterworth, Keith and Snell (as the Court shall determine the purchase to have been) shall be decreed to have received and now to hold the title to the premises bought at the Patten Trust Deed sale as trustee of and in trust for the *cestui que trusts* in said assignment, and to account for the use, rent, and profits of said premises, and decreed to sell the same for the benefit of said *cestui que trusts*, or account for the value thereof, less the amount paid for the same, and that Taylor, or Taylor, Butterworth, Keith and Snell, (as Court shall determine) the purchasers, shall account for the value of assigned personal property purchased—less the just liens thereon—and to pay the same to complainants and other creditors of said E. and A. Woodworth,
96 to extent of amount coming to them according to said assignment—and that they (T., B., K. & S.) shall be decreed to have received and to now hold in trust for said *cestui que trusts*, all of the assigned real estate and personal property bought, had, or received, or used by them, and be decreed to pay to the *cestui que trusts* in said assignment, who may come in &c., for the same, the value thereof, less the amount they paid for the same.

And that complainants may have such further or other relief in the premises as their case may require, &c.

And prays summons, &c.

Attached to the Bill are certain papers marked: Exhibits "D," "E," "&c." to wit, the following:

97 DEED OF ASSIGNMENT.—Made the 18th day of November, A. D. 1859, between Erasmus Woodworth and Alvin Woodworth—co-partners,
(Exhibit D.) under the name and style of E. & A. Woodworth, of the County of Kane,

&c., parties of the first part, and Russel C. Mix & William V. Plum, of same place, parties of the second part.

After reciting that E. & A. Woodworth were greatly indebted, and their inability to pay the same in full, and their desire to make an equit-
98 able distribution of their effects among their creditors—it is stated that in consideration thereof and of one dollar, &c., "the parties of the first part" have granted &c., and do grant bargain, and sell, assign, transfer, and set over unto the said parties of the second part, &c., "all and singular the lands, tenements, and hereditaments of the said parties of the first part, situate, lying, and being within the State of Illinois," particularly described in schedule annexed, marked (A), "and also all the goods, chattels, wares, bills, bonds, notes, book accounts, claims, demands, judgments, choses in action, evidences of debt, and property of every nature and description, of the said parties of the first part, consisting of horses, double lumber wagons, single wagons, double and single carriages, buggies, unfinished wagons and carriages, and quantities of lumber, hubs, spokes, iron, paints, oils, and other materials," &c., designed for the
99 manufacture of wagons and carriages, being in the city of Aurora, &c., also two lumber wagons in the hands of Wm. Alexander, at Galesburg, Ills., and three wagons in the hands of L. Dearborn, at Havana, Ills., and also, all tools, machinery, steam engines, and other propelling power, used in the shops or premises of the parties of the first part, in Aurora, "an inventory of which the said parties of the second part shall make as soon as practicable, and be attached hereto."

To have and hold, &c., * * * In trust nevertheless, and to and for the following uses, and interests, and purposes—that is to say, that the said parties of the second part shall take possession * * * (all the
100 assigned property) * * * and shall with all reasonable diligence sell and dispose of the same, either at public or private sale, as they may deem most beneficial to the interests of the creditors of the said parties of the first part, and convert the same into money * * * (for this purpose Mix and Plum are authorized to continue the business, so as to complete unfinished work, &c.,) and collect all the said debts, dues, &c., * * * (Execute acquittances thereof) and execute deeds, and other necessary instruments in writing, to effect a sale and transfer of the assigned property * * * and with and out of the proceeds of the assigned property—"the parties of
101 the second part shall first pay all the just and reasonable expenses, costs, charges, and commissions of making, executing and carrying into effect the assignment * * * including a reasonable compensation to the parties of the second part for their services—and shall pay taxes, &c., * * * and with, and out of the residue or net proceeds of such sales and collections, they (Mix & Plum) "shall pay and discharge the debts of the said parties of first part in the order and manner following, that is to say: First, the

said parties of the second part shall pay and discharge in full the several and respective debts, bonds, notes, and sums of money due and to grow due from the said parties of the first part, or for which they are liable to the several persons and firms named and designated in the schedule hereunto annexed, marked schedule "C," together with the interest due
102 or to grow due thereon, and if the said net proceeds shall not be sufficient to pay and discharge the said debts and liabilities mentioned in schedule "C" in full, then the same shall be paid out of the said net proceeds ratably, as far as the said net proceeds will go, in proportion to their respective amounts." Second, out of the remainder of the proceeds—"if any shall remain after the payment in full of the said debts and liabilities mentioned in said schedule 'C,'"—the parties of the second part shall pay all the other co-partnership debts existing against E. & A. Woodworth, in full, if sufficient, if not, then ratably. Thirdly, with and out of residue (if any), Mix and Plum are directed to pay the individual debts of E. & A. Woodworth—and lastly, if there shall remain a surplus,
103 the same shall be paid to E. & A. Woodworth.

"And it is hereby further provided and agreed, that if any error or omission shall be found in the schedules hereto annexed, or either of them, the same shall be corrected and supplied by the said parties of the second part according to the facts."

104 The parties of the second part are constituted agents of the parties of the first part, to carry into effect the assignment.

"In witness whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

E. WOODWORTH, [SEAL.]
A. WOODWORTH, [SEAL.]
R. C. MIX, [SEAL.]
WM. V. PLUM. [SEAL.]"

Certificate of Acknowledgement before Wm. H. Miller, a Notary Public, Kane Co., Ills., same day.

Schedule "A," referred to in the foregoing assignment:

105 Real estate, situate and being in the County of Kane, and State of Illinois, and particularly described as follows, to-wit: Lots number three and four, (3 and 4), in block No. (2) two, in the town of West Aurora; also, lot No. (7) seven, in Hind's sub-division of blocks (28 and 29) twenty-eight and twenty-nine, of Stephenson's sub-division of part of the south half of section (23) twenty-three, and a part the northwest quarter of section (26) twenty-six, town (38) thirty-eight, north range (8) eight, east of (3) P. M., and east of the center of east Avenue; also,

lot No. (10) ten, in Kingsbury's sub-division of block No. (27) twenty-seven of Stephenson's addition to Aurora, as per plat recorded in said County; also, all of lot No. (1) one, in block No. (3) three, of D. Lake's addition to Aurora, as per record; also, lot No. (10) ten in block No. (4) four, in Holbrook's addition to West Aurora; also, the following piece,
106 being in West Aurora, commencing on Lake St., four rods from a stone near a ditch that crosses said Lake St. at a stake, and running thence south forty-three and one-half degrees, west on said Lake St. twenty rods, to the lands of George English, thence north 52°, west twenty rods on a line with said English, thence south 43½°, west on a line with said English six rods to the lands of W. B. Plato, thence north 52°, west 20 rods to a stake, thence north 43½ degrees, east fourteen rods and eight feet to the land of Theodore Lake, thence on said line south 87°, east five rods, thence on a line between said John Holbrook & W. V. Plum to a stake on the line parallel with Lake street, and twenty rods westerly from said Lake street, thence south 43½°, west four rods to a stake, thence south 52°, east twenty rods to the place of beginning, containing 3 & ¾ acres land. Also lot No. (1) one, in block No. (5) five, of Hall's addition to the town of West Aurora as recorded; also lot No. (7) seven, in block No. (1) one, in original town of West Aurora, upon which a stone blacksmith shop and wooden shops are situated; also, lot No. (2) two, in block No. (5) five, of Hall's addition to West Aurora, as recorded; all the foregoing lots and lands being in the city of Aurora aforesaid; also the north-west
107 quarter of the south-west quarter of section twenty-nine (29), in township ten, south of range one, east, containing 40 acres, more or less, also the following tract in the county of Kendall, and State of Illinois, to wit: being a part of sections one and twelve in township (37) thirty-seven, north, range 7, east 3d p. m., and bounded as follows, to wit: beginning at the center of section one, running thence south 18° 15', west thirty-three rods and eight feet to centre of road, thence south 52° 30', west thirty-eight rods eight feet, thence south two hundred and sixty-six rods and three feet to the south line of the north-west quarter of said section twelve, thence east thirty-nine rods fifteen feet to center of said section, thence north one hundred and sixty rods, thence east eighty rods, thence north eighty rods, thence north 71° 30', west eighty-six rods to center line of section one, thence west along said line 48 rods eight feet to place of beginning, containing 141 $\frac{66}{100}$ acres, more or less; also, the following piece or parcel of land, in the county of Kane, State of Illinois, to wit: being part of block No. (1) one, in the village of West Aurora, as recorded in the Recorder's office, and bounded as follows: by Fox river on the east, by lot No. (7) seven in said block No. (1) one on the south, by River street on the west, and by continuance of Mill street on the north, being an original lot of 66 feet front on said River street.

PERSONAL PROPERTY.

108 28 head of horses, 2 mules, 6 cows, 3 yoke of cattle, one undivided half of one span of horses, owned by parties of the first part jointly with Lyman Woodworth; also, one undivided half of 5 cows, owned jointly as above. Dated the 18th day of November, A. D. 1859.

E. WOODWORTH,
A. WOODWORTH.

WITNESS: W. H. MILLER.

108 Schedule "C," referred to in the foregoing assignment:

Hall & Bro's., due upon notes and accounts for money borrowed of them,	$5,450 00
J. Goodwin & Co., on notes held by them,	800 00
Dr. Reeves, for amount due upon note given J. Goodwin & Co., held by him,	700 00
J. L. Carter, for note given J. Goodwin & Co., held by him,	900 00
W. V. Plum, amount due on note and account,	644 00
Mix & Plum, amount due on note and account,	307 00
A. January, Jr., amount due on note,	850 00
J. C. Derby, due on note,	125 00
B. F. Fridley, amount due on notes, about	4,000 00
Henry Walsh, note due July, 1860,	250 00
Mr. Cody, note due May, 1860,	400 00
C. L. Hoyt, money borrowed, about	60 00

E. WOODWORTH.
A. WOODWORTH.

109 Exhibit "E," which is a description of the real estate assigned, with
110 the value thereof, as claimed by complainants—total value $34,025.

111 Exhibit "F" is a copy, transcribed by Jackson L. Averil from one furnished him by Mix and Plum (in winter of 1860—1861) as an inventory of the personal property (except chose in action) assigned, with values as claimed by complainants annexed.

124 Total value as claimed, $27,338.82.

As this inventory is given at large on pages 294–9, in schedule A, of Master's Report, it is here omitted.

Exhibit "H," is a statement of the eleven judgment notes—ten judgments—executions, and returns upon executions—of Benjamin F. Fridley vs. E. & A. Woodworth. As these are to be found more fully
137 stated hereafter, farther abstract thereof is deemed useless.

Exhibit "I," is a copy, taken from the record of the deed made by Charles Patten, as trustee, to Hiram Butterworth, of Stone Shop property, in pursuance of sale of same, Dec. 24th, 1859, by virtue of Trust Deed made by E. & A. Woodworth and their wives, June 1st, 1858. Consideration $3,223.33.

140 This deed is in the ordinary form, duly executed and acknowledged.

There are 9 lists of personal property, claimed to be situated in as many different buildings, and sold by Mix & Plum in one lot for $1 each, attached to bill—marked respectively as follows:

	MARK OF EXHIBITS.	WHERE SITUATE.
140	"K."	Harroun's Building.
141	"L."	Old Tannery.
142	"M."	Erasmus' Barn.
	"N."	Alvin's Shed.
143	"O."	Old Blacksmith Shop.
144	"P."	Dry House.
	"Q."	Old Red Shop.
146	"R."	New Stone Shop.
150	"S."	Horses, Mules, &c.

As this Inventory is given at large, in schedule to Master's Report, page 265 to 284, it is here omitted.

151 Summons in favor of complainants vs. defendants, issued Sept. 17th,
152 1861—served on all of defendants, Sept. 19th, 1861.

153 Demurrer of Erasmus & Alvin Woodworth to Bill, for want of equity. Plato and Harvey their solicitors.

154 Filed Dec. 3d, 1861.

155, 156 Demurrer of Mix & Plum to Bill. Plato and Harvey, solic. Filed Dec. 3d, 1861.

157, 158 Demurrer of Taylor, Butterworth, Keith & Snell to Bill. B. F. Parks, solic.

159 Answer filed, March 12th, 1862.

158 Abstract of the joint and several answers of Taylor, Butterworth, Keith & Snell:

They admit that E. & A. Woodworth were in partnership making
161 wagons, and on 18th Nov., 1859, they assigned to Mix & Plum, that Mix & Plum entered upon their duties as assignees, but deny that they took full possession of property, and aver sheriff by virtue of executions had possession in part.

They deny that the real estate assigned was worth $37,000 to $40,000, and aver that it would not bring in cash to exceed $15,000, and that all
162 was incumbered to full value and immediate payment required.

They deny that the personal property (exclusive of chose in action,)
163 was worth $27,000 to $30,000, and aver it was not worth to *exceed* $7,000 in cash, and say it was a hazardous purchase at $7,000. They deny that the aggregate value of real and personal property was worth $70,000 to $80,000, and aver that, *incumbered as it was*, it would have been difficult to have sold the same for $20,000 cash.

164 They admit trust deed to Huntoon, as stated in bill, and aver that a portion of the principal, as well as all interest was paid; and say, "that matter is in litigation." They admit trust deed to Patten, and only know amount of debt by recital in trust deed to Butterworth—deny that the premises trust deeded was worth amount stated in bill, and aver it would have been almost impossible to have sold same for cash for $6,000. They admit, on Alvin Woodworth's residence premises, was an incum-
166 brance apparently of $2,800, and aver same to be reduced to $1,300, and aver $4,000 would be a large price for same property. They aver the assigned property was incumbered by way of executions to amount of about $12,000.

167 They admit executions are correctly stated in the bill. They admit Fridley judgments and executions as stated, but deny knowledge of consideration of notes, usury, &c.

168 They deny that only $5,000 was due Fridley, and aver, the true amount due was the judgments. They aver there was usury in the mort-
169 gage debt on Allen Woodworth's residence, which was cut down, and that another claim on the shops is now in litigation, and aver that they know of no usury in other debts against E. & A. Woodworth.

They admit that Butterworth was a friend of E. & A. Woodworth, and of Taylor, Keith and Snell, but deny that they came to Aurora to
170 help E. & A. Woodworth, and aver "that Taylor had a claim against E. & A. Woodworth of some several hundred dollars, which he was anxious to secure—he looked over the whole ground—he saw no way of

saving his claim but by buying up the judgments and mortgages against the property, that he knew nothing of the assignment until after it was made—that Snell, Butterworth and Keith, had been partners of his in other business transactions, and he called them to his assistance." They deny that they talked or had an agreement with Mix & Plum, and E. and A. Woodworth, or either of them, in relation to purchasing asssigned property.

171 They aver that upon the representations of Taylor, the defendants, Butterworth, Keith and Snell, with Taylor, came to the conclusion that "if they could purchase the property and get a good title of the same, and thus secure the debts of Taylor, *they* would do it;" that Taylor purchased the judgments of Fridley for $8,000, and deny the purchase was not to be made public, but admit that "they were to use the name of Fridley in taking out executions and forcing collections thereof."

172 They admit that at the Patten trust deed sale, Butterworth bid off at the price named ($3,233.33), the stone shop premises, and aver the sale was open and fair, and nothing done to prevent bidding, and aver "that they got a good and valid title to said property, subject to the trust
173 deed of Edward D. Huntoon, heretofore stated as being in litigation," and deny that Butterworth stated that he was buying for the benefit of E. & A. Woodworth, but aver that he was buying the same for the benefit of himself, and defendants Taylor, Keith & Snell. They admit that they purchased at assignee's sale, the personal property, subject to execution liens (which they aver was some $12,000), and that Taylor attended to the matter of purchasing the same, and aver sale was fair, and that they paid all that the interest of the assignees therein was worth.

174 They aver that after the assignee's sale aforesaid, the Sheriff, by virtue of the Fridley executions, and Constable, by virtue of Justice of the Peace executions, levied upon and sold the same—proceedings being all regular and fair—many bidders present—outsiders bought several
175 hundred dollars worth of property, and they (deft's) purchased a large amount of the property, and aver that "the said personal property did not bring enough at such sale to pay said several executions into some three thousand dollars," and they claim title by said sales, and not otherwise, and say it is legal, valid and perfect.

They aver that they caused some of the assigned real estate to be sold on the said executions, which were not satisfied by sales of personal
176 property, and that there has been no redemption, and they claim a Sheriff deed thereof, and they claim they have valid title to all of the real and personal estate, independent of the assignment.

They deny the right of complainants to relief in equity, because complainant's debt against E. & A. Woodworth has not been established at law.

177 Then follows the general traverse.

Answer filed May 5th, 1862.

179 Abstract of the joint and several answers of Mix & Plum. Filed May 5th, 1862.

The defendants, Russel C. Mix and William V. Plum, admit that E. & A. Woodworth were engaged in manufacturing wagons in Aurora, as stated in the bill.

181 They admit that on the 18th Nov., 1859, E. & A. Woodworth being embarrassed, assigned certain real and personal property, books of account, notes, &c., to them.

They admit that they consented to act as assignees, and that immediately after the assignment they entered upon their duties as assignees, and *commenced taking an inventory of the personal property.*

183 They deny that the real estate was worth the amount stated in the bill, and aver it was heavily incumbered by mortgages, trust deeds, taxes and otherwise, for nearly its value, and that the interest assigned to them, after paying such incumbrances, was worth little or nothing.

They deny that the personal property was worth $27,000 to $30,000.

They deny that what articles of personal property they did receive, was worth the amount stated in schedule "F," attached to the bill, or that that is a correct schedule.

185 They deny that the chose in action, assigned, was worth eight to ten thousand dollars, but aver that not more than from $300 to $500 was collectable. They aver that $80,000 was more than twice the whole property assigned was worth. They aver that they completed the inventory as soon as convenient.

187 They admit incumbrances, mortgages, trust deeds and other liens to be about as stated in the bill, and aver that the real estate, in consequence of the great depreciation thereof, could not be sold for more, or but little more than enough to pay said incumbrances, had there been no judgments operating as a lien thereon.

189 They aver that there were executions (besides Fridley's), which bound the property to the amount of $1,200 to $1,300, and which had to be paid immediately, and they could not sell enough property to pay the same, nor loan money, and hence they let the officers sell, and the officers did sell some of the most valuable property at low figures to satisfy the same; the schedule of it marked "A" is attached to answer.

191 They admit recovery of judgments by Fridley, and issuance of executions for the amounts, or thereabouts, as alleged in said bill.

They deny all knowedge of usury, or the consideration of Fridley debt.

They deny knowledge of payments upon Fridley notes by E. & A. Woodworth.

They aver they were informed that Fridley had other notes against E. & A. Woodworth, sufficient in amount to more than balance *his account upon the books* of said Woodworth.

193 They aver that they have no knowledge as to the exact amount due Fridley, but deny there was usury and *offsetts* against his notes to the amount alleged in the bill.

They aver that they have no knowledge of the amount of the real indebtedness of E. & A. Woodworth to complainants at time of assignment, but upon information, deny that it was $6,780.57-100 besides interest and set off, and aver a large portion of the pretended debt is fictitious, bought since the assignment at a small per-cent, and notes previously sold by complainants, and by them bought back, though not legally liable as endorsers or guarantors, but for mere purpose of making
195 the court believe they, complainants, were heavy losers.

They admit clause in assignment giving them the right to correct errors in schedule "C," but aver there was and is no error therein as to amount of complainant's demands; that complainants were only to be preferred to the amount of $800. That E. & A. Woodworth, desiring to protect complainants to that amount, upon some notes of the said *Woodworths, which said complainants had guaranteed*, and not for the full amount they owed complainants.

197 They deny knowledge of agreement of co-partnership between Taylor, Butterworth, Keith and Snell; aver ignorance of object and intention of Taylor, Butterworth, Keith and Snell, in buying property, and deny encouraging or influencing them to buy or to do as they did. They deny knowledge or information of negotiation between Fridley and Taylor, Butterworth, Keith and Snell, for the purchase by the latter, of Fridley's

199 judgments; deny threatening to procure stay of execution, &c., in order to induce Fridley to sell to Taylor, Butterworth, Keith and Snell.

They deny knowledge of the purchase by Taylor, Butterworth, Keith and Snell, of Fridley's judgments, and *upon information and belief deny the purchase.*

They aver that they knew about Patten's Trust Deed, and applied to the holder for an extension of payment, but could not get an extension.

201 They aver that there was no money in their hands to pay, and that they applied to complainants and other creditors to advance money temporarily to pay the Patten Trust Deed debt, but no creditor would do so, and they were obliged to let the property be sold.

They admit the property was bid off by Butterworth. They aver they tried to hire money to save the property, but could not obtain it on security of assigned property.

203 They aver, "that complainants and one or two other creditors, entered into a secret agreement to purchase the property for amount of the Trust Deed debt, and hold it in defiance of other creditors for their individual benefit, and therefore opposed the proposed project, for the preferred creditors to bid off the property;" and aver, that with that view, one of the complainants went to Geneva, prepared to bid amount of Trust Deed debt, but when there, was dissuaded from bidding, because he was informed Butterworth was intending to bid on the same, and
205 would, if necessary, offer more than the amount of the Trust Deed debt. They deny discouraging persons present at sale, bidding. They aver that after Fridley recovered his judgment, they went to E. & A. Wood-
207 worth to ascertain about the usury and offset, with view of making an application to set aside and open the same, but could get no definite facts and figures to enable them to succeed, so they reluctantly abandoned the
209 effort. They aver, "that being unable to stay the Fridley executions, and unable to dispose of the assigned property with the execution liens thereon, and being unable in consequence of said executions, to make any money by sale of property by *private* sale, and being desirous of saving as much of said property as possible to the creditors, they proposed to the preferred creditors, that they (creditors) should purchase and control the Fridley judgments and executions, and let them (Mix & Plum) sell the property."

They aver that, for the purpose of discussing the propriety of making such purchases, a meeting of the creditors was called—of which *complainants had notice*, that a portion of the creditors were there, but they failed to come to a conclusion, and the project was given up.

210 They aver, that they kept the assigned property at considerable expense about 30 days, expecting Fridley would sell on his executions, when they decided to sell the horses, mules and cattle, leaving the other property to satisfy the executions. Accordingly, Dec. 13th, 1859, they advertised by notice in Aurora *Beacon*, and hand-bills, the same for sale on the 24th Dec., '59, (copy of notice is attached to answer, marked "B") and on the day of sale (24th Dec.), when about to sell the horses, &c.,
211 Fridley and the Deputy Sheriff forbid the sale, and no one offering to buy, they (Mix and Plum) were obliged to drop the sale for the time being.

They aver, after keeping property another month, and Fridley refusing to sell, they, by advice of *several* of the *preferred creditors*, and under the direction of their counsel, decided to sell all of the personal property, and on 12th January, 1860, gave notice in Aurora *Beacon*, and by hand-bills, that on 22d January they would sell the property at auction. (Copy
212 of notice, marked "C," is attached to answer.)

They aver, that on the day of sale, (January 22d, 1860,) when they were about to offer the horses and mules for sale, the Sheriff, by virtue of execution of Fridley's, took *actual* possession of the horses, &c., and declared he levied upon all the other property, but did not forbid them selling E. & A. Woodworth's interest, and thereupon Plum offered the interest of E. and A. Woodworth for sale at public auction, and in so doing went from place to place, where the property was situated; and they deny that the property was sold in the manner alleged in the Bill, and aver, the sale was open to all, and that there was a pretty large attendance.

213 They aver the property was offered in articles, separately, and no one bidding, it was then put up in lots and sold. They aver that complainants, and other preferred creditors had notice of sale, and could have
214 bought as well as Taylor, if they wished, but they showed no inclination so to do.

They aver that complainants did not remonstrate against the sale, and deny that the personal property was worth fifteen to twenty thousand dollars above liens, but aver that the same was worth little or nothing
215 above the lien. They admit that after the purchase of the Stone Shop property on Patten Trust Deed, and of the personal property at assignee sale, they delivered possession of the same to Taylor and Butterworth. They admit that the personal property was subsequently sold upon some of the Fridley executions, and not enough was realized from the sale to satisfy the executions, and some had been returned, not satisfied—aver sale to have been fair, and nothing to prevent bidding.

216 They deny selling any real estate July 28th, 1860, but aver that
217 they advertised Sept. 6th, 1860 in the "Aurora Beacon," for sale at auction, on the 27th Sept., 1860, certain assigned real estate (copy of notice is attached, to answer marked exhibit "D"), and on day named, sold the same to the following persons:

Lots 3 and 4, Bl. 2, West Aurora to J. S. Hanchett.
Lot 7, of Hind's Sub., East Aurora, " "
" 10, Kingsbury Sub., " "
" 1, Blk. 3 Lakes, " "
$3\frac{3}{4}$ acres, (Alvin's Homestead), " "
$141\frac{66}{100}$ acres Kendall farm, undivided half, Lyman Woodworth,

218 And deny said real estate was worth amount stated in bill, but aver that on account of incumbrances and taxes, etc., the same was worth little, or nothing. Alvin Woodworth had a homestead right in the $3\frac{3}{4}$ acre piece, and his wife dower, and Erasmus Woodworth occupied lots 3 and 4, Bl. 2, West Aurora, as his homestead, and his wife had dower therein, and E. & A. W.'s wives had dower in all the assigned real estate.

They aver that on 15th Sept., 1860, Sheriff sold lots 3 and 4, block
219 2, and $3\frac{1}{2}$ acres, and lot 2, block 5, and deny there was any levy on them when they sold, Sept. 27th, 1860. They deny knowledge of alias execution Jan. 14th, 1861, and sale of property, Feb. 18th, 1861, under it.

They aver that they, as assignees, have now no real estate (except 40 acres in T. 10, S. R. one E.), or personal property (except chose in action), and aver that all has been sold and disposed of.

220 They aver the 40 acre piece of land is worth little or nothing. They aver they have made no statements of the affairs of the assignment, but would have told any creditors who asked.

They admit receipt of money from sale of property, and notes, and accounts collected to the amount of $1,032.95. They aver they have expended necessarily $634.02, leaving balance $398.93 in their hands, and aver their willingness to make detailed statements to the court, when di-
221 rected. They aver that they have placed the notes and accounts collectable in their attorney's hands for collection, which are being prosecuted, but cannot say what may yet be collected, but the amount cannot exceed $200 to $300.

They admit they have paid creditors nothing. They deny all conspiracy, fraud, intention to defraud or wrong complainants, or creditors,
222 or Woodworth, and deny intention to help or favor Taylor, Butterworth, Keith and Snell.

223 They admit that the assignment authorized them to go on and complete certain work, and aver they did complete some, but owing to liens, &c., they thought best not to finish more.

They deny that they could have prevented the sale of the property upon the Patten trust deed, or that they could remove the said execution liens, but aver that they did all they could to prevent the property being sold in the manner in which it was, and were compelled to suffer the same to be thus sold.

224 They aver that after keeping the personal property at heavy expense two months, and Fridley refusing to sell on his executions, and knowing of no means to make him, and "not believing that the personal property on cash sale would bring more than enough to satisfy said Fridley executions," they decided to sell, and did sell their interest, as assignees in said property, in the manner they did.

They deny that the real estate was prematurely sold, and aver it brought all it could have been sold for—aver that the assigned property could not have been sold for enough to pay incumbrances, and liens, and the debts of the preferred creditors.

225 They aver preferred creditors were asked to raise money to relieve property of incumbrances, but they would not, and they could do
226 better than they did. They aver it was duty of preferred creditors to assist them to raise money to pay liens, &c., if they thought the property was worth more than such liens, &c.

227, 228 They aver, that they were preferred creditors to amount of $1,000 to $1,100, none of which has been paid or secured, and "with that amount of preferred claims they were unwilling to pay *their pro rata* share to remove said incumbrances, not believing the amount of property would warrant such an advance."

They deny that E. & A. Woodworth are insolvent, but aver, they have property besides assigned property, out of which complainants could make their debt at law.

They deny negligence on their part as assignees, aver, they are advised by their counsel, complainants ought not to be allowed to pro-
229 secute their suit upon an unliquidated claim, but must first establish their claim at law, &c.

General traverse.

(Signed) R. C. MIX.
WM. V. PLUM.

PLATO & HARVEY,
SOLICITORS.

230 "EXHIBIT A."

List of property, sold by Constable Dexter to satisfy executions, held by him at time of assignment, amounting to the sum of $475 09:

2 set of wagon wheels. Twenty-one set truck wheels.
80 " " spokes. One bay mare.
260 " " " " brown "
15 " " wagon wheels. 2,000 feet of whitewood lumber.
2 cutters. 60 set spokes. 9 set wheels.
353 Whiffletrees. 54 spokes. 9 set wheels.

List of property, sold by Deputy Sheriff Andrew to satisfy executions, held by him at time of assignment, amounting to the sum of $758 84:

353 set of wagon spokes. 137 set of felloes.
220 axles. 18 " " hubs.
2,000 bolsters. 336 whiffle-trees. 14 set bent felloes.
2,000 feet of white wood lumber. 3,000 ft. of hickory and maple lumber.
6.000 ft. ash plank. 700 wagon tongues.

"EXHIBIT B."

231 Assignee's sale of horses, mules, and cattle, on Saturday, December 24th, 1859: 22 horses, 1 pair mules, and 3 yoke working cattle will be sold on time with approved security, or very low for cash, if not disposed of by private sale. Sale to commence at 10 o'clock, A. M.

R. C. MIX,
W. V. PLUM.

Aurora, December, 12th, 1859. Assignees of E. & A. Woodworth.

51—1w

"EXHIBIT C."

231 Assignee's Sale. The undersigned assignees will offer for sale on Monday, January 22d, 1860, at public auction, all of the personal property assigned to them by the late firm of E. & A. Woodworth: consisting of horses, cattle, one and two-horse lumber wagons, sleds, buggies, and carriages, together with all sorts of finished and unfinished wagon material. Sale peremptory.

MIX & PLUM,

Aurora, January 12, 1860. Assignees of E. & A. Woodworth.

"EXHIBIT D."

ASSIGNEES SALE.

232 The undersigned, assignees of E. & A. Woodworth, will sell at public auction at the post office, in the city of Aurora, on Thursday, the 27th day of September, at one o'clock of said day, all the right, title and interest, which the said E. & A. Woodworth, or either of them had, in and to the following described real estate, on the 18th day of November, A. D. 1859, to-wit: Lots Nos. 3 & 4, in Block No. 2, in the original town of West Aurora, with dwelling house, good barn, etc., situate therein: also, Lot 7, in Hind's subdivision of Blocks 28 and 29, of Stephenson's subdivision, of part of the south hf of sec. 23, and pt of n. w. qr. of section 26, T. 38, R. S. east, 3d P. M: also Lot No. 10, in Kingsbury's subdivision, of Block No. 27, of Stephenson's addition to Aurora: also Lot No. 1, Block No. 3, of D. Lake's addition to Aurora: also 3¾ acres in Holbrook's addition to west Aurora, upon which is situate the large stone dwelling house of Alvin Woodworth; large barn, out house, etc: also Lot No. 2, in Block No. 5, of Hall's addition to west Aurora: also the undivided one-half interest of the said E. & A. Woodworth, in and to 141.66 acres of land situate in Kendall county, and being parts of sections one and twelve, Township 37 north, Range 7 east, 3d P. M., the same being an improved and cultivated farm, now occupied by Lyman Woodworth.

Terms made known on day of sale.

R. C. MIX.
W. V. PLUM. } Assignees.

Aurora, September, 1st, 1860.

233 Replication to answer of Taylor, Butterworth, Keith and Snell June, 9th, 1862.

235 Replication to answer of Mix & Plum, June 9th, 1862.

236 Petition of Hiram Goodwin, to be let in as a complainant, as credit or under the assignment. Petition shows that he was surety on note to Hiram Cody, and that he had been compelled to pay the Cody debt,
238 and therefore was a preferred creditor. March, 1864.

239 Order of Cook Circuit Court, granting prayer of petition of Hiram Goodwin.

Decree, Cook Circuit Court, entered Sept. 5th, 1864, as follows:

240 This cause having been brought on this day to be heard as to the said defendants, Russel C. Mix, William V. Plum, Hiram Butterworth, Samuel S. Keith and Abner Taylor, it appearing by the records, certified to this court, by the Clerk of the County of Kane, that the said Erasmus

and Alvin Woodworth were defaulted for failing to answer upon the bill, answers and replications, proofs and exhibits, and the court having fully considered the same, the court does order and decree that the said bill be dismissed, as to the said Abner Taylor, Hiram Butterworth, Thomas Snell, and Samuel L. Keith, and that they recover their costs to be taxed by the clerk of this court, and it is further ordered and decreed that the said defendants, Russell C. Mix and William V. Plum do account for the actual amount received by them as assignees and trustees, deducting therefrom their disbursements and charges by them made and sustained, as trustees and assignees, and that the said cause be referred to John Woodbridge, Jr., Master in Chancery for Cook County for such purposes, to take and make report of such account, who is hereby directed to report what property came to their hands, as such assignees or trustees, and what remains on hand and unsold, how much money they have received, and how much paid out in administering the trust, with the items thereof, and that he make report of the same to this court, according to the rules and practices of this court, whereupon the said complainants, by their counsel, except to the rulings and decision of this court, in said cause, and pray an appeal therefrom, to the Supreme Court of the State of Illinois, which is granted by the court, upon condition that complainants, within sixty days from this date, execute and file with the clerk of this court, their appeal bond herein, in the penal sum of one thousand and five hundred dollars, condition according to the statute in such case
242 made and provided, with good and sufficient security thereto, to be approved by said clerk.

Master's report, filed February 20th, 1865, commencing on page 243 and ending on page 317 of record.

The report states that in pursuance of the foregoing decretal order (reciting its substance), on the 18th Jany'y, 1865, complainants and defendants, Mix & Plum, appeared before him, and that Mix & Plum presented and offered in evidence, the account and schedule annexed to his report, marked "A," and that he proceeded to take the examination of the defendant.

Abstract of Wm. V. Plum's said examination :

He says: I produce a book, containing among other items an inventory, headed "an inventory of wagon materials at different places, Nov. 18th, 1859," made mostly by John Swain. It is marked "Wm. V. Plum, exhibit "A," from page 1 (of book) to page 15 inclusive, and is in Swain's hand-writing, and is an inventory of part of the assigned property; the headings show the buildings in which the property was when the inventory was taken. On page 20, of same book, is a further

inventory in my own hand-writing. In addition to that contained in said inventories, we received other property under the assignment, to-wit:

506 bundles felloes,
203 sets spokes.

The schedule or inventory of the personal property (commencing on page 292 of record, and which is differently arranged from Swain's, and contains no values), furnished by me, was made out from the original inventory made by Swain and myself.

246 The property, which in our report, we (Mix & Plum), say we sold to Abner Taylor, situate in the different buildings mentioned (Harroun's building, &c., see report, pages of record 286-7-8), is the same mentioned under like headings in Swain's inventory.

In reply to the question, why the inventory furnished by assignees was not like the original one by Swain, he says:

"My reasons for doing so were these: when I was called upon to produce a copy of the inventory, I directed Mr. Russel, clerk of the assignees, that when he found like articles in different buildings, he should condense them under one head, thinking it a more business like way. I also told him when he condensed to be very particular to check each article when he took it off."

247 Plum dont know whether assignees had possession of stone shop or not, they had the keys to it, did work in it, employed watchmen to take care of personal property therein. We sold lots 3 and 4, blk. 2, for $5, to John L. Hanchet. "Whether we received the money or not, I cannot state positively—we account for the money." We never made a deed of the property.

249 I think legal title is not in Mix and Plum—think purchaser is entitled to a deed.

We sold the following lots to Hanchett, for $1.00 each:

Lot 7, Hind's sub., blk. 27,
" 1, blk. 3, Lake's add.,
" 2, blk. 5, Hall's "
" 10, Kingsbury's sub. of blk. 27.

We have made no deeds for the same, and think we have received no money from Mr. Hanchett.

Sold Kendall Co. farm to Lyman Woodworth, made no deed, and have received no money.

250 The two cutters put down in our account before master, as being sold by us, (M. & P.) at $30.00 each, we did not sell to any one; we appropriated them to our own use, and allow all they were worth, $60.00, (see item on page 286 of Record, marked X).

Interrogatory 9. Does the list of accounts under the head accounts in the report schedule "A," contain a full and perfect inventory of all the accounts in favor of E. & A. Woodworth, as they stood on their books of account, at the time of their assignment to you?

Ans. They are the same, after being corrected by Mr. Woodworth.

Int. 10. Please answer the interrogatory directly, as put to you.

Ans. Mr. Woodworth informed us that the balances on the books were not correct, and that he would, with Mr. Russell, state what had been settled, and that he did, with Mr. Russell, in the presence of Mr. Mix, and after the correction we have reported, all balances which he said were due him.

Int. 11. This list, then, headed "accounts," is not the correct statement of the accounts of E. & A. Woodworth, as they stood on their books, at the time of the assignment?

Ans. It is a correct list, after the correction was made by Mr. Woodworth.

Int. 12. Before the corrections were made by Mr. Woodworth, it is not a correct list, is it?

Ans. Our report does not agree with the book before the corrections were made.

Int. 13. Before the alterations, which you call corrections, were made, what was the total amount, as appeared upon the books, in favor of E. & A. Woodworth?

Ans. I don't know.

252 I never made, nor ordered made, a list, or inventory of the accounts in E. & A. Woodworth's favor, in their books of accounts, at the time of the assignment, and I think Mr. Mix never did, because I directed Mr. Russell to write to all against whom balances were, and he generally received replies that they were not indebted, and we called on E. & A. W. to explain, and they came and corrected the accounts on the Ledger.

253 In reply to question—"whether by the books at time of assignment it did not appear that Major W. W. Davis was indebted in sum of

$257 50, on page 279, to E. & A. Woodworth, Plum said: "It did appear so, at the time, but was corrected by Mr. Woodworth, who said, that it was over-balanced"—by claim of Davis against them.

Int. 17. "Was it ever corrected on the books?"

Ans. Mr. Woodworth ordered that the words "claim over-balanced" be written on the book.

(18). In reply to like question, as to whether J. Hagaman did not appear on books to owe E. & A. W. $5, he says: "It did appear so, until corrected by Mr. Woodworth," and the correction consisted in the
254 word "settled" being written upon the book, by order of Mr. Woodworth.

The same questions substantially, are put in reference to whether the books did not show an acc. vs. A. D. Ferry ($20); Head, Campbell & Head ($85); Jas. A. Swain ($19 84);—and same answer substantially given by Mr. Plum, and the corrections consisted in the word "settled"
255 being written on book, by order of Woodworth.

(26). The list headed "accounts," rendered here by us, (Mix & Plum) does not contain a full and correct statement of the acc. of E. & A. W., as they appeared on their books of account at the time of the assignment. (See list 285 to 290.)

256 That list, together with list marked "Exhibit D," (see page 305 to 316) makes a complete inventory of the acc. in favor of E. & A. Woodworth, as appeared on their books at time of assignment.

The notes, contained in the list headed "accounts," were all, we supposed, due and unpaid at time of assignment; these, together with the package of notes now here, are all the notes.

257 The items on the credit side of our acc., marked "M & P" on the margin, we furnished, being dealers in the articles. I know the coal was furnished. Russel acted as clerk for the assignees, C. E. Vanderlip worked for Mix & Plum, as assignees, so did E. T. Shedd,—acted as watchman.

258 We put claim vs. Lawton in hands of Mr. Harvey, and he said he sued Lawton and was defeated, and the $38.25-100 credit in our acc., was for the costs we paid.

The $38.75-100 item of credit in our account, was money paid for printing our attorney's brief in this very case—as I understood it.

259 We employed Plato & Harvey, to draw the assignment. (Complainants objected to items of credit, marked M. & P., because of price, and being furnished by Mix & Plum.)

We paid Plato & Harvey $15 for defending replevin suit, at suit of Brown.

Plato & Harvey were employed by us to do the business mentioned in the following account, and we paid them; which account, makes up the 2d and 3d items from the last in our account—(see page 292, items marked thus—X.)

Messrs. Mix & Plum, assignees, &c.
To Plato & Harvey, Dr.

1859.		
Nov. 19.	To retainer, drawing aassignment, &c.....	$50.00
Dec. 30.	Defending replevin suit ads. Brown,.....	15.00
1860.		
May, 18	" suit " J. P. Huntoon..	5.00
June, 25	Com'g and trial of suit vs. Lawton, Com. Pleas	20.00
Oct. 30	Defending 2 suits ads. Brown, Cir. Court.....	20.00
1861.		
Jan. 28	Writing 50 letters, $10, post 60c.....	10.60
Nov. 7	Suit and judg. vs. D. Gibson, Com. Pleas Court	15.00
Nov. 15	Suit and judg. vs. D. Gibson, Com. Pleas Court	10.00
Dec. 1st	Trespass suit vs. Tisdale.....	5.00
		150.60

260 Jan. 5, 1862. Suit and judgment before Justice of Peace of the following notes and accounts:

James Dundas,.....	5.00
—— Todd, ...	5.00
L. Woodworth, ...	5.00
Aaron Drake,.....	5.00
C. Young,.....	5.00
W. B. Reynolds,.....	5.00
March 1. Preparing and drawing answer of assignees, in chancery suit vs. Goodwin & Co.....	50.00
March 14. Five days taking depositions,.....	25.00
Four " " "	20.00
Sept. 31. One day " deposition M. V. Hull, in Chicago, and expenses, ...	15.00

1863.
Jan'y 15. One day taking deposition before Burr, ... 10.00
1860.
May 5. Suit vs. W. R. S. Huntoon, before Baldwin,. 5.00
Oct. 27. " " " Circuit Court and
Judgment,..... 10.00
165.00

To preparation of case for trial in Cook Circuit Court,..... 150.00
Nine days trial of case in Cook Circuit Court,..... 250.00
Written argument and brief for printing in case,..... 100.00
815.60
Credit by cash collected, ... 270.79
Balance due,..... 544.81
Received payment, Dec. 31, 1864.

PLATO & HARVEY.

261 My Memorandum calls for one hundred and six days spent by assignees—twenty-five of which are attending to this suit.

The coal was furnished to finish work, and do jobs of repairing shops; the corn and oats were furnished to feed cattle and horses.

262 I know nothing about what was done in Brown's suit, except what Harvey told; nor about J. P. Huntoon's suit, nor any other in Plato &
263 Harvey's bill, besides this suit, except what he told me.

The master then concludes his report as follows:

"From the foregoing evidence, and the schedules above referred to, I find that said assignees actually received for account of said assignment, the sum of $1,496.10
Distributed for same account, 1,515.18
Showing an expenditure of $19.08
in excess of receipts. Upon an examination of the items of expenditure in connection with the evidence, I am satisfied that said expenditures were properly made. The items of expenditure more fully appear in the paper herewith filed, marked "Account and Schedule 'A.'" I further find and report that the paper marked "Copy of W. V. Plum's Exhibit, 'A,'" and the paper marked "Exhibit 'D,'" contain sales of the estate, which came to the hands of said assignees, so far as is shown in the evidence. There is evidence that the notes and accounts included in those lists which remain outstanding, are of little value, and that some of the accounts and notes mentioned in exhibit "D," and in the paper marked "List of Notes," have peen paid. The two papers, or schedules

last named, contain lists of all that remains of said assigned estate, so far as appears from the evidence.

All of which is respectfully submitted,

JNO. WOODBRIDGE, JR.,
Master in Chancery, of Cook County.

Master's fees,.....$40.00.
Stamps,..... .05.

Paid by complainants,.....$40.05.

Exhibits referred and attached to Master's report:

1st. The one marked "copy of W. V. Plum's exhibit A."

Inventory of wagon materials at different places, Nov. 18th, 1859, (NOTE.—In this copy the prices were not all carried out—that is extended in the abstract they are, and to distinguish which were, and which were not thus extended, those that were not extended are in the abstract marked "E.")

In Harroun's Building:

265	3 set of one horse wagon wheels, $8.00.....	$24.00
	3 hind wheels to one horse wagon.....(E)	6.00
	1 forward " " " " .....(E)	2.00
	66 set of two horse wagon wheels, $10.00.....	660.00
	6 hind wheels to two horse wagon wheels.....(E)	15.60
	1 forward " " " " " .....(E)	2.50
	125 set bent felloes, $1.40.....	175.00
	320 " two horse wagon spokes, $20.00 thous....(E)	332.80
	16 " buggy spokes, " " ...(E)	16.64
	15 " attica " " "	15.60
	99 " two horse wagon spokes, $25.00 "	128.70

In the old Tannery:

	1360 feet whitewood lumber, $15.00 thousand.....	20.40
	34 set bent felloes, $1.40.....	47.60
	308 feet bolsters for two horse wagons, $12.00 thous.	3.69
	56 set two horse wagon spokes, 20.00 "	58.24
	360 feet hickory axletree timber, 12.00 "	4.32
	90 " oak timber, 12.00 "	1.08
	743 " black walnut boards, 8.00 "	5.94
	1500 " maple axletree timber, 8.00 "	12.00

(M)

In Erasmus' Barn:

	2000 feet whitewood lumber, $12.00 thous.....	$24.00
266	402 set two horse wagon spokes, 25.00 "	522.60
	1636 one horse wagon spokes, 10 cts. each.....	163.60
	54 set one horse wagon spokes, $20.00 thous.....	56.16
	353 whiffletrees, 10 cents each.....	35.30
	60 culled hubs,.....(E)	3.75
	592 feet bolsters, $20.00 thous.....	11.84
	5 set one horse wagon wheels, $8.00 set.....	40.00
	4 set two " " " $10.00 "	40.00
	86 set truck " " 8.00 "	172.00

(N)

In Alvin's Shed and Barn:

	797 wagon tongues, 40 cents each.....	$318.80
	226 set wagon felloes, $1.00 set.....	226.00
	278 set two horse wagon spokes, 20.00 thous...	289.12
	62 set one " " " 15.00 " ..(E)	48.36
	4 set buggy " 15.00 " ..(E)	3.12
	1 set attica " 15.00 "	.78
	8 set square " 12.00 "	4.99
	2536 feet two horse wagon bolsters, 12.00 "	30.43
	112 " one " " " 12.00 "	1.34
	336 whiffletrees, 5 cents each.....	16.80
	200 one horse wagon stakes, 1 cent each.....	2.00
	64 " " " hounds, 3 cents each.....	1.92
	111 set one horse wagon felloes, 75 cents set.....	83.25
267	16½ set two " " hubs, $1.00 set.....	16.50
	2 set one " " " 75 cents set.....	1.50
	212 wagon axles, sawed, 50 cts. each,.....	$106.00
	2 pair one-horse shafts, " " pair,.....	1.00
	14 sets bent felloes, $1.40 set,.....	19.60
	1550 fence pickets, $8.00 thous.,.....	12.40
	5988 feet ash plank, $10.00 "	59.88
	2870 " hickory lumber, $15.00 thous.....	42.05
	336 " maple " $8.00 "	2.68
	350 " oak " $10.00 "	3.50
	2070 " whitewood " $12.00 "	24.84

(O)

In old Blacksmith Shop:

4900 feet maple axle timber,	$10.00 thous.	(E).....	49.00
376 " bolster "	$12.00 "	(E).....	4.51
8 one horse wagon reaches,	.20 each,	(E).....	1.60
410 square spokes,	$12.00 thous.	(E).....	4.92
16 set truck spokes,	$25.00 "	(E).....	20.80
29 " one horse wagon spokes,	$20.00 "	(E).....	30.16
16 " two " " felloes,	$ 1.00 set,	(E).....	16.00
3 " dray woods,	$ 2.50 "	(E).....	7.50
116 wagon stakes,	$12.00 thous.	(E).....	1.39
1 set one horse wagon wheels,		(E).....	8.00
37 " buggy "	$10.00 set,	(E).....	370.00
7 odd hind " "		(E).....	17.50
4 sets truck felloes,	$ 1.00 "	(E).....	4.00
40 " bent "	$ 1.40 "	(E).....	56.00
268 90 " two horse wagon spokes,	$25.00 thous.	(E).....	117.00
1 " buggy "	$20.00 "	(E).....	1.04
27 wheel barrows,	$ 2.00 each,	(E).....	54.00
245 box rods,	.12½ "	(E).....	30.62
1 king bolt,		(E).....	30
160 ½ in. x 7 bolts,	. 5 "	(E).....	8.00
75 ⅜ x 2½ "		.....	1.00
228 lbs. tobacco,	.35 lb.	(E).....	79.80
2725 " white lead,	. 8 "	(E).....	218.00
2 bales moss, @ 8c., 30.00,		(E).....	40.00
log chains, ...		....	

(P)

In Dry House:

239 whiffletrees,	.10 each,	.....	23.90
25 sets two horse wagon hubs,	$ 1.00 set,	.....	25.00
2 " bent felloes,	$ 1.40 "	.....	2.80
12½ " two horse thimble skeins,	$ 4.50 "	.....	56.25
12½ " one " " "	$ 3.00 "	.....	37.50
129 " two " wagon spokes,	$25.00 thous	.....	167.70
23 " one " " "	$20.00 "	.....	23.92

In old Red Shop:

less 16.60 not cor'd.

802 two horse wagon hounds,	.10 each,	.....	80.20
269 187 " " " cross bars,	. 6 "	.....	11.22
105 " " " wheels,	$10.00 set,	.....	1050.00

9 odd two horse hind wagon wheels, (E)		
1 " " " forward " " (E)	.....	25.00
163 sets two horse wagon felloes,	$ 1.00 set,...	163.00
45 " " " spokes,	$25.00 thous.	58.50
454 " " " tongue braces,	. 6 each,.	27.24
8 two horse wagon reaches,	.18¾ " .	37
32 set two horse wagon hubs,	$1.00 set.....	32.00
168 feet " " " bolsters,	12.00 thous.....	2.01
140 " " " " sand boards,	12.00 "	1.68
78 " " " tongues,	50 cents each..	39.00
593 " " " stakes,	12.00 thous.....	7.11
136 " " " whiffletrees,	10 cents each..	13.60
318 " " " box slats.....		1.50
7 " " " iron axle stakes,	25 cents each	1.75
1 " " nut skein gear.....		8.00
26 " " thimble skein gear,	$10.00 ea.	260.00
35 one " " " " "	8.00 "	280.00
20 " " " iron " "	6.00 "	120.00
18 " " " nut " "	7.00 "	126.00
3 forward 1 horse thimble skein gear.....(E)		24.00
1 wheel barrow wood.....		2.00
1 set truck wheels.....		8.00
80 one horse wagon hounds, 6 cents each.....		4.80
91 set one horse wagon felloes, 81 cents set.....		73.25
28 " " " reaches, 12½ cents each.....		3.50
585 " " " stakes, 1 cent each.....		5.85
270 36 set " " " spokes,	$20.00 thous.....	37.40
5 " " " " wheels,	8.00 set.....	4[illegible].00
1 odd " "ford " "	.....	2.00
15 pair " " " shafts,	20 cents pair.	3.00
5 " " " sand boards,	12½ cents each	62
185 feet " " " bolsters,	$12.00 thous....	2.22
4 set buggy wheels,	8.00 set.....	32.00
1 pair sulkey wheels.....		4.00
40 sawed axles, 50 cents each.....		21.50
1060 slat sticks, 2 cents each.....		21.20
52 set buggy spokes,	$15.00 thous.....	40.56
8 set truck felloes,	1.00 set.....	8.00
1 " " "		1.25
10 pair wheel barrow handles, 20 cents pair.....		2.00
19 set 3½ inch wagon boxes, 50 cents set.....		9.50
1 set 4 inch " "		.50
5 set buggy boxes, 37½ cents set.....		1.88
500 feet hickory plank,	$15.00 thous...	7.50
7 bent poles, 25 cents each.....		1.75

	630 sway barr blocks, 2 cents each.....	12.60
	375 cleets to wagon boxes, 6 cents each.....	22.50
	1200 seat stick blocks, 1 cent each.....	12.00
	923 square spokes, $12.00 thous.....	11.07
	2000 asstd. " 10.00 "	20.00
	2575 lbs. scrap iron.....(E)	19.09
	4528 " pipe boxes and nuts.....(E)	181.12
	446 " iron axles.....(E)	20.97
	Tools in machine shop.....	27.00

In Stone Shop:

271	50 set two horse wagon wheels, $10.00 set.....	$500.00
	13 hind " " " " .....(E) }	35.00
	1 front " " " " .....(E) }	
	1 set " " NS " " boxes set and tire on..	22.00
	1 set " " TS " " " " (E)	22.00
	3 " " " " " " }	22.00
	1 " " " " " " }	
	9 " " " " unfinished, $1.75 each.	15.75
	7 set whiffletrees, $1.50 set.....	11.37
	8 set " .75 set.....	6.00
	3 neck yokes, 1.50 each.....	4.50
	25 eveners, .50 each.....	12.50
	28 two horse T. S. gears, finished, 10.00 each.....	280.00
	2 " " " " thimbles on, 15.00 each.....	30.00
	3 " " " ready to run out, 60.00 each.....	180.00
	35 " " NS " gears, finished, 8.00 each.....	280.00
	1 " " " " ready to run out, ...	50.00
	1 " " I. axle " "	85.00
	4 " " F. S. " ironed, $35.00 each.....	140.00
	1 set two horse F. S. wheels, done.....	24.00
	2 " " " " " coated $23,00 each.....	46.00
	2 " " I. axles, gears, bolsters ironed, $14.00 each.....	28.00
	28 " " I. axle gears, finished, $11.00 each	308.00
	2 sets iron axles spring gears, " 12.00 "	24.00
	42 " buggy wheels, $10.00 set,.....	420.00
	1 hind " " } (E)	10.00
	3 front " " } (E)	
272	32 attica " gears, $7.00 each.....	224.00
	19 slide seat buggy gears, $8.00 each.....	152.00
	14 straight " " 7.00 "	98.00
	3 phaeton " " 8.00 "	24.00
	3 nut skein " " 5.00 "	15.00

	1 double reach attica gears,	.....	8.00
	2 slide seat poles, 2.50 "	.....	5.00
	2 attica " 2.00 "	.....	4.00
273	1 cutter "	.....	1.50
	52 one horse wagon boxes, 2.50 "	.....	130.00
	1 wheel barrow,	.....	4.00
	3 rockaway bodies, $30.00 each	.....	90.00
	2 one horse wagon boxes, painted, $4.00 each	.....	8.00
	2 " " iron axle gears, 6.00 "	.....	12.00
	11 " " nut skein " 7.00 "	.....	77.00
	2 " " T " " 8.00 "	.....	16.00
	16 " " wagon poles, finished,	.....	
	2 " " " shafts,	.....	
	2 sets one horse T. skein wheels, coated, $15.50 set		31.00
	1 set " " " gears, finished,	.....	40.00
	1 two horse T. gear ready to stripe,	.....	70.00
	19 " " wagon boxes, $4.00 each	.....	76.00
	20 " " " " partly painted, $5.00 each		100.00
	9 brooms, 12½c. each	.....	1.13
	19 wagon seats, $1.00 each	.....	19.00
	9 " " painted, $2.00 each	.....	18.00
	1 cutter pole, finished,	.....	5.00
	3 " " $40.00 each	.....	120.00
	1 " nearly finished,	.....	35.00
	7 attica buggy bodies, $12.00 each	.....	84.00
	4 square " " 10.00 "	.....	40.00
	23 common buggy bodies, $12.00 each,	.....	276.00
	1 phaeton " "	.....	20.00
	1 side spring " "	.....	10.00
	5 slide seat " " $20.00 "	.....	100.00
	2 stick " " " 15.00 "	.....	30.00
	1 phaeton " " unfinished,	.....	3.00
	27 eveners, $2.50 each,	.....	6.75
	10 wheel barrow woods, $2.00 each,	.....	20.00
	7 " " " unfinished, $1.00 each,	....	7.00
	1 set short tug team harness,	.....	14.00
	1 buggy pole,	.....	75
	1 one horse T. gear ironed,	.....	20.00
	355 sets two horse wagon spokes, $25.00 thous.,	.....	461.50
	176 " " " stakes, $12 "	.....	2.11
	126 " " " spokes, $20 "	.....	2.52
	37 " " " felloes, 4c each,	.....	1.48
	45 " " I. axle gears, $9 each,	.....	405.00
	17 " " T. S. " $7 each,	.....	119.00

	18 two horse wagon poles, sawed, 50c ea.....	9.00
	3 " " " " $1.25 ea.....	3.75
	13 " " " " sawed, $3 ea.....	39.00
274	14 " " " hounds, 10c ea.....	1.40
	210 " " " snag burr blocks, 2c ea.....	4.20
	1½ set two horse thimble skeins, $4.50 set.....	6.75
	62 " one " wagon spokes, $20 thous.....	64.48
	249 " " " stakes, 1c ea.....	2.49
	18 set " " " felloes, 75c set.....	13.50
	1 " " " " spokes.....	
	12 " " " " crotches,.....	1.20
	7 " " " " sand boards, 12½c ea.....	87
	43 " " " " snag burrs, 3c ea.....	1.29
	18 " " " " hounds, 10c ea.....	1.80
	10 set buggy stakes, $20 thous.....	10.40
	84 feet wagon bolster, $15 "	1.26
	7 wagon shafts, 25 cents each.....	1.75
	1300 feet whitewood lumber, $15.....	19.50
	400 " black walnut " 25.....	10.00
	480 pieces of body stuff ash, 2c.....	9.60
	250 feet pine lumber, $12.....	3.00
	47 dash standards, 2c.....	.94
	126 seat arms, ½c.....	.63
	1 wagon jack, $1.00.....	1.00
	484 box staples, 2c.....	9.68
	70 seat risers, 1c.....	.70
	10 lb. nails, 5c.....	.50
	15 lb. whiffletree ferules, 12½.....	1.88
	2 papers bolts, 87½c.....	1.75
	1 gross screws, $1.00.....	1.00
	29 buggy gear sawed out, 37½c.....	10.87
	1 paper screws, 50c.....	.50
275	4 pole chains, $1.50.....	6.00
	65 lb. box nails, 8c.....	5.20
	18 gals. varnish, $4.....	72.00
	172 " turpentine, 75c.....	
	29 " oil, 85c.....	24.65
	20 " japan, $1.25.....	25.00
	drop lake.....	4.00
	8 lbs. burnt umber, 5c.....	.40
	140 lbs. white lead, 8c.....	11.20
	60 lbs. red lead, 8c.....	4.80
	50 lbs, india red, 30c.....	15.00
	175 lbs. venetian red, 5c.....	8.75
	30 lbs. mixed paints, 8c.....	2.40

	70 lbs. chrome yellow, 20c	14.00
	130 lbs. putty, 5c	5.50
	14 lbs. lamp black, 25c	3.50
	30 gals. machine oil, error 6s	22.50
	90 lbs. pumice stone, 10c	9.00
	10 " Prussian blue, 6c	7.50
	54 " chrome green, 30c	16.20
	27 " English Venetian, 10c	33.75
	62 " tube paints, 8c	4.96
	65 " drop black, 30c	19.50
	1 doz. body brushes, 2c	25
	striping pencils,	1.00
	200 lbs. yellow ochre,	6.00
	80 lbs. dry white lead, 9c	7.20
	paint mill,	1.00
276	1 doz. paint brushes,	2.00
	1 paint stone,	2.50
	6 coal stoves, (E)	30.00
	3 pumps, (E)	45.00
	2 phaeton gears, painted and striped, $49.00	98.00
	1 " " finished,	50.00
	1 " " one coat of color, $47.00	47.00
	1 attica " ready to stripe, $48.00	48.00
	1 " " two coats of color, $47.50	47.50
	2 buggy gears in putty, $40.00	80.00
	1 attica body in rough stuff, $24.00	24.00
	1 open buggy, ready for stuff, $21.50	21.50
	1 phaeton" " " 32.50	32.50
	2 " " " varnish, 34.00	68.00
	1 attica " " " 26.00	26.00
	1 " " seat, 4.00	4.00
	1 " " ready to run out, 100.00	100.00
	1 second hand buggy, new body, ready to run out,	60.00
	1 " " open " " " "	70.00
	1 " " " " "	35.00
	6 straight buggy gears, finished, $44.00	264.00
	1 phaeton " " " 50.00	50.00
	3 slide seat " " 57.00	171.00
	1 crooked " " 50.00	50.00
	2 attica " " 51.00	102.00
	1 slide seat body, finished, all but joints, 130.00	130.00
	1 crooked " ready for trimming, 36.00	36.00
277	1 top buggy, seat trimmed, 29.50,	29.50
	1 phaeton buggy, ready for trimming, 36.00	36.00
	1 " " body finished, all but joints, $90.	90.00

	1 attica buggy, body ready for trimming, $28....	28.00
	1 open " " finished, all but dash, $48..	48.00
	1 carriage, " " ready for trimming, $35....	35.00
	2 open " " finished, all but dash, $25..	50.00
	1 top " " with bows set only, $45...	45.00
	1 dash, stitched, 3.00.....	3.00
	2 slide seat body, ready for finishing, $45.....	90.00
	1 single top " " " $25.....	25.00
	1 attica seat " " " $5.....	5.00
	2 set buggy bows, 60c.....	1.20
	33 yards damask, 50 c.....	16.50
	75 ft. enameled leather, 20c.....	15.00
	11 yards pink cambric, 5c.....	55
	5 " tweed cloth, 40c.....	1.20
	1½ " drab broadcloth, 16s.....	3.00
	1¼ " green " 12s.....	1.87
	1¼ " lady's cloth, 8s.....	1.25
	1 " blue broadcloth, 8s.....(E)	1.00
	2 clocks, 4s.....	1.00
	5 yards enameled duck, 40c.....	2.00
	1 " cloth, 2s.....(E)	25
	1 chest,.....	2.00
	14 yards festooning, 20c.....(E)	2.80
	46 " lace, 30c.....(E)	13.80
278	14 " cotton damask, drab, 2s.....(E)	3.50
	24 " " " green, 2s.....(E)	6.00
	35 " assorted webbing, 8c.....(E)	2.80
	4 doz. curtain frames, 8s.....(E)	4.00
	4 gross " knobs, 8s.....(E)	4.00
	12 " tuft buttons, 8s.....(E)	12.00
	1½ " upholster buttons, 6s.....(E)	1.12
	3 pr. tassels, 20c.....(E)	60
	9 blk. thread, 80c.....(E)	7.20
	3 pr. silver shaft tips, 20c.....(E)	60
	25 " brass " " 15c.....(E)	5.75
	1 leather splitting gauge,.....	2.00
	1 stitching horse,.....	2.50
	1 square,.....	1.00
	1 set buggy wheels, ...(E)	10.00
	3307 anvils, 12½c .....(E)	413.38
	13 bellows, $13.00.....(E)	169.00
	7 " $6.00.....	2.50
	1 monkey wrench,.....(E)	2.50
	1350 vices, 12½c.....(E)	168.75

	1 attica body and seat, ironed, $18.....(E)	18.00
	1 ex top buggy nearly " $60.....(E)	60.00
	1 attica gearing, $7.....(E)	7.00
	1 buck-board " $5.....(E)	5.00
	59½ lbs. 1¼ half patent axles, 8c.....(E)	4.76
	1 " buggy shafts,.....(E)	3.75
	1 " " " ironed, $4.....(E)	4.00
	4 " " wheels tired, $16.....(E)	64.00
279	62 box rods, 1s.....(E)	7.75
	40 whiffletrees, 5c.....(E)	2.00
	6 set two horse-wagon hubs, 8s.....(E)	6.00
	7 whiffletrees, ironed, 6s.....(E)	5.25
	1 one-horse wagon gear, ironed, $19.....(E)	19.00
	1 set two-horse wagon wheels banded, $21.....(E)	21.00
	23 " " " " tired, $4.50.....(E)	103.50
	2 wheelbarrow, wood ironed, $2.75.....(E)	5.50
	1 thimble skein gear, $11.50.....(E)	11.50
	3 eveners, 2s.....(E)	.75
	2 set skein buggy wheels tired, $16.....(E)	32.00
	1 " " " " boxed, ...(E)	10.00
	1 one-horse wagon,.....(E)	36.00
	2 " " " front	
	1 thimble skein gear, with thimble on,.....(E)	25.00
	22 pair clevices	
	1 swedge block, 16s.....(E)	2.00
	1 one-horse iron axle, partly ironed,.....(E)	15.00
	1 " nut skein.....(E)	15.00
	1 two-horse thim, partly ironed,.....(E)	25.00
	1 pair attica shafts,.....(E)	4.00
	4 one-horse wagon shafts,.....(E)	2.50
	14 doz. buggy clips.....(E)	10.50
	2 set brake Irons.....(E)	6.00
	2 " dray hinges.....(E)	3.00
	1 " haft springs.....	4.50
	117 lbs. axles finished.....(E)	9.36
280	116 " " boxes fitted.....(E)	5.80
	650 " " forged.....(E)	39.00
	4528 " castings (boxes and nuts) 5c.....(E)	226.40
	422 " wagon nuts, cut, 5c.....(E)	21.10
	104 " steel box rimmers.....(E)	26.00
	1 box stove and pipes.....	8.00
	1 wood lathe and tools.....	25.00
	1 iron " " "	100.00
	1 " " " "	75.00

	1500 lbs. cast iron scraps,.....(E)		7.50
	2575 lbs. wrought iron scraps.....(E)		19.09
	blacksmiths' tools.....		150.00
	1 twier iron.....(E)		10.00
	4 grab hose.....(E)		12.00
	14¼ cast steel.....22c. (E)		3.19
	3 iron drillings..... (E)		15.00
	1 box boring machines.....		10.00
	1 gig sawing "		25.00
	1 circular " "		15.00
	1 grindstone.....		4.00
	1 steam engine and connections.....		500.00
	100 lbs. vice.....(E)		12.50
	1 bellows.....(E)		12.00
	2 files.....7s. (E)		1.75
	1 paper buggy clips.....16s. (E)		2.00
	2 brooms .....1s. (E)		.25
	1 set counter scales.....16s. (E)		2.00
281	100 lbs. tobacco.....2s. (E)		25.00
	55 lbs hard soap.....7c. (E)		3.85
	1 tin pail and dipper.....20c. (E)		.20
	1 lantern.....8s. (E)		1.00
	35 lbs. borax.....35c. (E)		12.25
	1 straw cutter.....(E)		1.50
	114 lbs. ½-inch round iron.....5c. (E)		5.70
	230 lbs. ⅝-inch square iron.....5c. (E)		11.50
	161 lbs. 1x⅜-inch " " .....5c. (E)		8.05
	154 lbs. ⅞ " " " .....5c. (E)		7.70
	170 lbs. 1 " " " .....4½c. (E)		7.65
	672 lbs. 1 " " Kinsly iron.....6c. (E)		40.32
	165 lbs. ⅞-inch round iron.....5c. (E)		5.25
	312 lbs. 1⅛-inch tire iron.....5c. (E)		15.60
	221 lbs ½-inch square iron.....4½c. (E)		9.94
	363 lbs. ¼-inch round iron.....4½c. (E)		16.33
	160 lbs. 1¾-inch spring steel.....8c. (E)		12.80
	46 lbs. 1½-inch spring steel.....8c. (E)		3.68
	51 lbs. 2¼x⅜-inch iron.....4½c. (E)		2.30
	76 lbs. 4-inch band iron.....4½c. (E)		3.42
	250 lbs. band iron.....4½c. (E)		11.45
	107 lbs. 1¾-inch band iron.....5c. (E)		5.35
	218 lbs. tin band iron.....5c. (E)		10.90
	231 lbs. 1¼-inch band iron.....5c. (E)		11.55
	177 lbs. ⅞-inch band iron.....5c. (E)		8.85
	137 lbs. assorted iron.....4c. (E)		5.48
	687 lbs. springs.....1s. (E)		85.87

282	360 lbs. three-square iron	5c. (E)	18.00
	6 sets of seat springs	20c. (E)	1.20
	4 sets of seat springs, unfinished	16s. (E)	8.00
	4 sets half springs, unfinished	$3.00 (E)	12.00
	8 sets top props	3s. (E)	3.00
	2 sets stump joints	2s. (E)	.50
	234 lbs. spring steel	5c. (E)	11.70
	316 lbs. forged buggy and wagon iron	8c. (E)	25.28
	190 lbs. forged buggy and wagon iron	8c. (E)	15.20
	357 lbs. wagon nuts	10c. (E)	35.70
	112 lbs. bent tire	3½c. (E)	3.92
	70 lbs. washers	1½c. (E)	1.05
	41 lbs. axles	2½c. (E)	1.02
	5 sets slot irons	20c. (E)	1.00
	1 buggy gear	$7.00 (E)	7.00
	256 lbs. chains	8c. (E)	20.48
	15 doz. clips, 4s	(E)	7.50
	100 felloe plates, 1c	(E)	1.00
	550lb wheelbarrows, 5c	(E)	27.50
	2575lb scrap iron, wrought, 1c	(E)	25.75
	1500lb " " cast, ¼c	(E)	3.75
	300 tire bolts, 6s	(E)	2.25
	125 carriage bolts, 2c	(E)	2.50
	14 gral. hoes, 8s	(E)	14.00
	1 tire iron, $5	(E)	5.00
	515 sleigh shoes, 5c	(E)	25.75

Horses in Alvin's barn:

283
1 bay horse,
1 " "
1 dun "
1 sorrel "
1 black "
1 grey "
1 chestnut stud,
1 sorrel horse,

Horses in Erasmus' barn:

1 grey mare,
1 bay horse colt,
1 " " "
1 " mare "
1 " " "
1 sorrel horse,
1 black "
1 chestnut mare,

1 brown mare,
1 " horse,
1 bay mare,
1 pair mules.

Property in yard and shop:

284 4 thimble skeins, 2 hs. wagon,
1 nut " " "
1 linch pin " "
2 thimble skeins, one "
1½ pr. bob sled,
1 long sled.

Account and Schedule "A," attached to Master's Report.

JEREMIAH GOODWIN & NEWTON R. GOODWIN *vs.* RUSSEL C. MIX, WILLIAM V. PLUM, THOMAS SNELL, SAMUEL L. KEITH, HIRAM BUTTERWORTH, ABNER TAYLOR, ET AL. — *In Cook County Circuit Court.* *In Chancery.* *Bill for Account, &c.*

The account of the defendants Russel C. Mix and William V. Plum, assignees, of money received by them from the sale of the real and personal estate of Erasmus and Alvin Woodworth, assignors, (in the bill in this cause named,) and of the disbursements and payments made by the said assignees therein:

1859		*Dr.*	$ cts.
285 Nov.	20.	For cash, for repairs on buggy	2.50
	"	from G. P. Denison, for his acc	.50
"	29.	" " sale of a wheelbarrow	4.50
Dec.	1.	" " John Gardner, for his acc	5.75
		" " E. Binney " "	9.32
	2.	" " S. Richardson " "	.75
		" " Theodore Lake " "	1.95
		" " Delos Lake " "	1.30
		" " Joseph Stolp " "	2.25
		" " S. Dewitt " "	1.25
		" " I. Barnes " "	6.25
	5.	" " Silas Reynolds " "	2.65
	6.	" " N. Young " "	5.13
		" " N. Young, for balance on notes	8.00
	7.	" " A. Casleman, for his acc	2.75

	Dec. 9.	For cash from Sydney Pratt, " "		4.58
	10.	" " Theron Potter " "		6.50
	12.	" " E. Manchester " "		.50
		" " John Selver " "		5.00
		" " Stanley Hunt, " "		16.00
	16.	" " C. H. Acres, his note		2.00
	17.	" " for repairing fills.....		3.00
	22.	" " D. Johnson, his acc.....		16.66
	24.	" " Amount bid over Trust Deed from sale at Geneva		5.00
	29.	" " W. W. Cay, his acc.....		3.97
		" " John Race " "		1.00
		" " sale 1 set spokes and felloes.....		3.00
286	30.	" " I. Gorcham, for repairs on buggy		36.00
	1860.			
	Jan'y. 5.	" " I. M. Stone, his note		34.00
	7.	" " Justus Dodge, his acc.....		17.00
	9.	" " Galten, his note.....		63.00
		" " sale 1 bob sled.....		17.00
		" " I. Kech, for ironing seats,.....		2.00
		" " sale 1 long sled.....		9.00
	20.	" " John Gillman, his acc.....		15.00
	21.	" " R. Pritchard, his note.....		2.21
		" " sale 10 sets felloes.....		10.00
		" " " 2 cutters, $30 each,.....		60.00
		" " " 16 sets felloes.....		16.00
		" " " 6 sets spokes.....		9.00
	25.	For cash received from Abner Taylor, from sale of assignees' interest in wagon materials, in "Harroun's building" consisting of wagon wheels, felloes, and spokes, subject to execution liens of B. F. Fridley		1.00
		For cash received from Abner Taylor, from sale of assignees' interest in wagon materials, in "Old Tannery," consisting of lumber, felloes, spokes, &c., subject to execution liens of B. F. Fridley.....		1.00
	1860.			
287	Jan. 25.	For cash received from Abner Taylor, from sale of assignees' interest in wagon materials in "old blacksmith shop," consisting of lumber, spokes, wheels, etc., subject to execution liens of B. F. Fridley ...		1.50
		For cash received from Abner Taylor, from sale of assignees' interest in wagon materials, "dry house," consisting of whiffletrees, hubs, skeins, etc., subject to execution liens of B. F. Fridley.....		1.00

Jan. 25.	For cash received from Abner Taylor, from sale of assignees' interest in wagon materials in "old red shop," consisting of wheels, hubs, felloes, etc., subject to execution liens of B. F. Fridley.....	2.00
	For cash received from Abner Taylor, from sale of assignees' interest in wagon materials in "stone shop," consisting of wagon gearing, wagon bodies, wheels, axles, poles, stakes, paints, trimmings, etc., subject to execution liens of B. F. Fridley.....	2.50
	For cash received from Abner Taylor, from sale of assignees' interest in wagon materials in "stone shop," consisting of blacksmith tools, iron, etc., subject to execution liens of B. F. Fridley.....	1.50
	For cash received from Abner Taylor, from sale of assignees' interest in one steam engine, located in shed adjoining "old red shop," subject to execution liens of B. F. Fridley.....	1.00
	For cash received from Abner Taylor, from sale of assignees' interest in eight horses in "Alvin Woodworth's barn," subject to execution liens of B. F. Fridley.....	1.00
288	For cash received from Abner Taylor, from sale of assignees' interest in eleven horses and two mules in "Erasmus Woodworth's barn," subject to execution liens of B. F. Fridley.....	1.00
	For cash received from Abner Taylor, from sale of assignees' interest in eight wagons and two sleds, in yard at "stone shop," subject to execution liens of B. F. Fridley.....	1.00
28.	For cash from R. Hopkins, for his acc.....	1.00
30.	" " E. M. Calkins, " "	13.24
31.	" " Wm. Crans, " "	1.47
Feb'y 1.	" " A. F. Shedd, " "	39.76
	" " " " his note.....	25.38
	" " David Hill, " acc.....	3.00
4.	" " E. D. Terry, " "	2.75
6.	" " Satersfield, " "	2.14
18.	" " W. S. Noble, his note.....	6.72
25.	" " C. F. Paull, his acc.....	7.00
March 5.	" " Lut'r Dearborn, " "	99.50

March 5.	For cash from A. A. Dexter, constable, for amount received from him over satisfying execution in his hands		2.05
	For cash from Reuben Dodd, his note		4.50
	" for repairs on buggy		9.00
May 11.	" from John Riley, his acc		6.00
	" " Sans Larsan, his note		20.00
	" " Sale 8 head cattle—6 steers, 2 cows,		200.00
Jan'y 5.	" " J. L. Lang, his note		2.50
12.	" " C. Harris, " "		12.00
August 2.	" " O. Harroun, " "		21.81
27.	" " Joel Jenks, " "		21.88
	" " Clinton Paull, " "		14.00
289 Nov. 30.	For cash from P. Y. Bliss, his acc		1.91
1861.			
Nov. 13.	" " " L. Todd, sued his note		28.45
1862.			
Oct. 16.	" " " Lyman Woodworth sued his note, which was given to assignees for $50, for the purchase of a horse		49.95
1863.			
Jan. 1.	For cash from George White, for his note		37.11
27.	" " " Plato & Harvey, on account of judgment vs. D. Gibson		60.00
May 19.	For cash from James Dundas, sued his note		63.42
	" " " Philip Young, " " "		22.00
	" " " sale of assignees' interest in the following described property, sold subject to all liens, Sept. 27th, 1860, as advertised in "Aurora Beacon:"		
	Lots 3 and 4, block West Aurora		5.00
	Lot 7, Hurd's subdivision of bl'ks 28 and 29		1.00
	Lot 10, Kingsbury's subdivision of bl'k 27		1.00
	Lot 1, bl'k 3, Lake's add. to W. Aurora		1.00
	Lot 2, bl'k 5, Hall's add. to W. Aurora		1.00
	The undivided one half interest of the assignees in $141\frac{6}{100}$ acres land in Kendall Co., being part of Secs. 1 and 12, town 37, range 7, E 3, P. M.		10.00
	$3\frac{3}{4}$ acres in Holbrook's add. to Aurora		1.00
	For cash from Plato and Harvey, for the following described notes and accounts, collected by them:		
	George Wilder, his acc		1.75
	Watkins, his note		5.50
	M. Valentine, his note		66.25

	May 19.		C. P. Trask, his note	3.32
			E. D. Huntoon, "	8.05
			F. Gibson, judg't	95.50
			D. Gibson, bal. of judgment	90.42
				$1496.10
	1859.		Cr.	$
	Nov. 18.		By cash paid for recording assignment	4.40
290			" " freight on wagon tongues	6.10
			" " " " iron	1.35
	28.		" " postage stamps	4.00
	Dec. 3.		" " nails for shop	25
			" " drayage	40
		M & P	" " 1120 lb ear corn for horses, 50c	5.60
		M & P	" " 212 ground feed for horses, 1.50	3.18
		M & P	" " 210 " " " "	3.15
		M & P	" " 1029 " ear corn " 50	5.10
	6.	M & P	" " 500 coal for office	1.00
		M & P	" " 960 ear corn for horses, 50	4.80
	7.	M & P	" " 1000 coal for shop	2.13
	12.		" " postage stamps	3.00
		M & P	" " 1450 coal for shop	3.08
	13.		" " postage stamps	25
		M & P	" " 830 lb ear corn for horses, 60	4.98
	14.		" " 3 yds cloth for trimmer	25
		M & P	" " 120 lb meal for horses, 10s	1.50
	17.	M & P	" " 1030 lb coal for shop	2.20
			" " thread for shop	12
	23.	M & P	" " 1200 lb coal for shop	2.55
	26.		" " postage stamps	67
		M & P	" " 450 lb meal for horses, 10s	5.63
		M & P	" " 1020 lb ear corn for horses, 60	6.12
	1860.			
	Jan. 3.	M & P	" " 1750 lb coal for shop	3.72
		M & P	" " 2160 lb ear corn for horses, 60c	12.96
			" " Goodwin & Co., for stump joints	1.17
	13.		" " advertising in "Aurora Beacon"	12.50
			" " postage stamps	20
	14.	M & P	" " 1000 lb ear corn for horses, 65	6.50
		M & P	" " 1 bbl. salt	2.00
		M & P	" " 1000 lb coal for shop	2.13
291	Jan. 14.	M & P	By cash paid for 1435 lbs. ear corn, for horses	9.36
	16.	M & P	By cash paid for $13\frac{14}{32}$ bushels oats, for horses, at 35c	4.70

Jan. 18.	M & P	By cash paid for 1850 lbs. ear corn, for horses, at 65c.....	12.03
		By cash paid for fluid, oil, and stationery, of Walker & Gillett.....	4.98
		By cash paid John Swain, for helping on inventory.....	4.63
		By cash paid James Swain, for helping on inventory.....	2.00
		By cash paid for advertising with Aurora Beacon.....	4.38
Feb'y.		By cash paid Wm. Russell, as clerk....	79.61
		" " C. E. Vanderlip, for blacksmithing.....	60.00
		By cash paid Jayne, for blacksmithing...	3.00
		" " M. Palm, for painting.....	9.13
		" " C. Porter, " "	8.00
		" " J. C. Williams, wagon mk'r,	4.50
		" " Van Cleek, " "	6.00
		" " John White, wagon trim'r,	6.19
		" " E. T. Shedd, watchman...	73,14
		" " D. Harris, stable man.....	60.00
		" " O. Rose, " "	21.90
		" " Costs suit vs. C. Lawton....	38.25
		" " " " S. Todd.....	.75
		" " " " W.R.G.Hunter	4.15
		" " " " Geo. Tisdale,..	1.11
		" " " " W. Lindsley..	.93
		" " " " E. D. Huntoon,	.93
		" " " " W.B.Reynolds,	1.65
1864.		" " " " A. Drake.....	4.02
Mar. 21.		" " " " Goodwin and others vs. Mix, Plum and others, in Kane Circuit.....	16.50
April 6.		By cash paid for printing Brief, etc.....	38.75
		" " bill Plato & Smith, Att'ys,	71.00
Dec. 31.		" " Plato, Harvey & Smith, for trial of cause in Circuit Court.....	500.00
		By cash paid Plato & Harvey, for services as attorneys to date.....	315.60
		By cash paid for Mix & Plum's expenses as assignees.....	35.00

293 Inventory of the real and personal property, which came to the hands of Mix and Plum, as assignees of E. & A. Woodworth, Nov. 18th, 1859:

REAL ESTATE.

Lots 3 & 4, block 2, West Aurora.
" 7 " 2829, Hind's subdiv. of Seph's subdiv.
" 10 Kingsbury's subdiv., block 27, Step's add.
" 1, block 3, D. Lake's add.
3¾ land Holbrook's add. adjoining lot 10.
Lot 2, block 5, Hall's add.
* Lot 7, block 1, original Town.
* NW ¼ SW ¼ Sec 29, T 10, S R 1 E (40 acres).
½ of 141 66-100 acres land, Kendal Co. (Farm.)
* Part of block one, original Town. (Stone shop.)

The above, except those pieces marked *, were all sold by assignees at auction, Sept. 27th, 1860.

The 40 acres piece, no title being found in E. & A. Woodworth, and those marked * in block one, were sold on Trust Deed.

PERSONAL PROPERTY.

294 (NOTE. The Inventory of the personal property presented by Mix and Plum before the Master, and by the Master attached, marked "Account and Schedule A," contains no price or value of any of the articles, and is the same as the following inventory, except the price or value. As this inventory is lengthy, and as it, with the price or value as sworn to by George McCollum and John Swain, added, is found attached to said Swain's deposition "marked 'Exhibit V.' L. Baldwin," at pages 390 to 402, of Record, it occurred to me that, in order not to incumber the abstract too much, it would be better to insert the inventory with said prices attached here, with this explanation, and thus, one would answer for both.)

363-64-390 404, 405

294

17 set one horse wagon wheels	@$	9.	153.00
226 " " " " "		10.	2,260.00
27 odd " " " "			67 50
22 set trucks	"	9.	198.00
85 " buggy	"	9.	765.00
1 " sulky	"		7.00
7 odd buggy	"	9.	15.75

1	set two horse N S wagon wheels, boxes set and tire on.			16.
1	" " " thimble " " " " " "			18.
4	" " " " " " " " " "	16.		64.
9	" " " " " " unfinished	9.50		85.50
3	" buggy wheels, tired	13.		39.00
1	" two horse wagon wheels, banded	11.50		11.50
23	" " " " " tired	16.		368.00
2	set nut skein buggy wheels, tired	$13.		$26.00
1	" " " " " boxed			11.
235	" bent felloes	1.59		352.50
442	" two horse wagon felloes	1.25		552.50
220	" one " " "	1.00		220.
12	" truck "	1.25		15.
1	" " " large			3.
1	" thim. skein wheels, four horse			18.
2	" " " " " canted	19.		38.
2	" one horse" " "	16.		32.
780	" two " wagon spokes undressed	40.m.		1,622.40
56	" buggy spokes	"		116.48
27	" " " dressed	3.00		81.00
1	" attica "			2.00
15	" " " dressed	3.00		45 00
1120	" two horse wagon spokes, dressed	3.00		3,360.00
294 16	" truck spokes	2.00		32.00
8	" square "	15.00	th.	6.25
1333	" "	15.	"	20.00
2000	" all sizes	"	"	30.
31	" one horse wagon spokes, dressed	3.00		93.
63	" " " " " undressed	2.00		126.
204	" " " " " dressed	3.00		612.
3360	ft. ½ in. whitewood lumber	18.00		50.40
3370	" " " "	15.00		50.55
592	" bolster "	20.00		11.84
3208	" bolster "	20.00		64.16
6400	" maple axletree "	16.00		102.40
360	" hickory " "	20.00		7.20
90	" oak " "	12.00		1.08
743	" black walnut "	20.		14.86
400	" " "	20.		8.00
376	" maple bolster "	16.		6.02
336	" " "	16.		5.37
3370	" hickory "	20.		67.40
5988	" ash "	20.		119.76
250	" pine "	12.		3.00
1550	fence pickets	12.50		19.37

185	bolsters		1s.	23.12	
728	whiffletrees		10c.	72.80	
376	"		"	37.60	
15	"		"	1.50	
7	set "	finished	3.50	24.50	
480	pieces	body stuff (ash)	4c.	19.20	
875	wagon	tongues	.25c.	218.75	
1034	one horse wagon	stakes	3c.	31.02	
162	" " "	hounds	6c.	9.72	
816	two " " "		6c.	48.96	
885	" " "	stakes	4c.	35.40	664.70
3	dray	woods	$2.	6.00	
36	one wagon	reachers	2s.	9.00	
8	two "	"	3s.	3.00	
454	" "	braces	6c.	27.00	
187	cross	bars	6c.	11.22	
7	one horse wagon	shafts	.31c.	2.17	
23	pair one horse wagon	shafts	5s.	14.37	
79	set two "	" hubs	8s.	79.00	
2	" one "	" "	8s.	2.00	
295 273	sawed	axles	3s.	102.38	
60	culled	hubs		3.75	
28	wheelbarrows		$2.	56.00	
1	"			2.00	
10	"	woods	1.50	15.00	
7	"	" unfinished	1.25	8.75	
2	"	" ironed	5.00	10.00	
307	box	rods	.15c.	46.05	397.93
235	king	bolts	.30c.	70.50	
152	sand	boards	2s.	38.	
1060	seat	sticks	2c.	21.20	
1200	" "	blocks	"	12.00	
325	lbs.	tobacco	2s.	81.25	
2945	"	white lead	$8.	235.60	
2	bales	moss		40.00	
14	set two	horse thimble skeins	4.50	63.00	
12	" one "	" "	2.25	27.00	
318	box	slats		2.25	
7	iron axle wagon	stalks	3s.	2.62	
10	pair	wheelbarrow handles	3s.	3.75	
840	sway bar	blocks	$2.	16.80	
43	"	bars	5c.	2.15	
12		crotches	8s.	12.00	
9		brooms	1s.	1.13	629.25

36	two horse N. S. wagon gears	5.00	180.00	
54	" " T. S. " "	5.50	297.00	
17	" " " " " unfinished	5.00	85.00	
4	" " " " " ironed	25.00	100.00	
37	one " " " "	4.00	148.00	
1	" " " " " ironed	14.00	14.00	
22	" " iron axle " "	4.00	88.00	
29	" " nut skein " "	4.00	116.00	
45	two " iron axle " " unfinished	5.50	247.50	
3	" " T. S. " " with thimble	11.00	33.00	
3	" " " " " finished	5.50	16.50	
1	" " N. S. " " "		5.50	
1	" " iron axle " " "		6.00	
1	one " " "		4.00	
1	thimble skein "		5.50	
2	iron axle gears, bolsters ironed	10.00	20.00	
28	" " "	6.00	168.00	
2	" " "		12.00	
32	attica "	6.00	192.00	
19	slide seat "	8.00	152.00	
14	straight "	6.00	84.00	
3	phaeton "	7.00	21.00	
3	nut skein "	5.00	15.00	
1	double reach attica gear		6.00	
3	rockaway bodies	15.00	45.00	
1	one horse T. S. spring gear		36.00	
1	two " " " " partly painted		60.00	
1	buggy "		6.00	
375	cleets for box bottoms	6c.	22.50	
20	wagon boxes	5.00	100.00	
5	buggy "	7.00	35.00	
1	neck yoke		1.50	788.00
7	bent poles	6s.	5.25	
55	eveners	3s.	20.62	
2	slide seat poles	20s.	5.00	
2	attica "	16s.	4.00	
1	cutter "		2.00	
52	one horse wagon boxes	4.00	208.00	
2	" " " " painted	6.00	12.00	
19	two " " "	6.00	114.00	
20	" " " " partly painted	7.00	140.00	
19	wagon poles, finished	5.00	95.00	
19	" seats, not painted	12s.	28.50	
9	" " "	13s.	14.62	
1	cutter pole, ironed and painted		6.00	
3	cutters	40.00	120.00	774.99

	1 " nearly finished		35.00	
	7 attica buggy bodies	8.00	56.00	
	4 square " "	7.00	28.00	
	23 common " "	6.00	138.00	
	1 phaeton " "		15.00	
296	1 side spr. " "		8.00	
	5 slide seat" "	15.00	75.00	
	2 stick " " "	8.00	16.00	
	1 phaeton " " unfinished		8.00	
	1 set short tug team harness		14.00	
	1 buggy pole		8.00	
	13 two horse wagon poles, ironed and braces	5.50	71.50	
	47 dash standards	1s.	5.88	
	126 seat arms	10c.	12.60	
	1 wagon jack		1.50	
	484 box staples	3c.	14.52	
	70 seat risers	10c.	7.00	
	3 phaeton gears, finished	66.00	198.00	712.00
	1 phaeton buggy geared		63.00	
	2 attica " " partly painted	45.00	90.00	
	2 buggies " "	60.00	120.00	
	2 attica bodies " "	16.00	32.00	
	1 buggy " " "	18.00	18.00	
	3 phaeton " " "	28.00	84.00	
	1 attica buggy, ready to run out		100.00	
	3 second hand buggies	50.00	150.00	
	1 attica seat		3.00	
	6 straight buggy gears, finished	34.00	204.00	
	1 phaeton " " "		66.00	
	1 crooked " " "		66.00	
	3 slide seat " " "	66.00	198.00	
	2 attica " " "	47.00	94.00	
	1 slide seat body nearly "		50.00	
	1 crooked " ready for trimming		40.00	
	1 open buggy" seat trimmed		28.00	
	1 phaeton " ready for trimming		30.00	
	1 " " nearly finished		25.00	
	1 attica " ready for trimming		25.00	
	1 open " finished all but dasher		20.00	
	1 carriage " ready for trimming		35.00	
	2 open " finished all but dasher	20.00	40.00	
	1 top buggy " with bows set only		23.00	
	1 dash stitcher		3.00	
	2 slide seat bodies ready for trimming	48.00	96.00	
	1 single top " " " "		20.00	
	1 attica seat		4.00	
	2 set buggy bows	4s.	1.00	

	1 one horse iron axle, part ironed	15.00	15.00		
	1 " " nut skein "		15.00		
	1 two " thimble "		25.00		
	1 pair attica shafts		4.00	1787.00	
	15 lb whiffletree ferrules	1s	1.88		
	2 bolts				
	29 buggy gears, sawed out	20s	72.50		
	4 pole chains	1.50	6.00		
	22 clevices	2s	5.50		
	18 galls. varnish	3.00	54.00		
	1½ " turpentine	60c	90		
	20 " japan	6s	15.00		
	8 lb burnt umber	1s	1.00		
	92 " mixed paints	10c	9.20		
	60 " red lead	10c	6.00		
	50 " India red	8c	4.00		
	175 " venetian red	5c	8.75		
	70 " chrome yellow	1s 6d	13.13		
297	130 " putty	5c	6.50		
	14 " lampblack	1s	1.75		
	30 galls machine oil	6s	22.50		
	90 lb pumice stone	1s	11.25		
	10 " Prussian blue	2s	2.54		
	54 " chrome green	2s	13.50		
	27 " English venetian	8c	2.16		
	65 " drop black	2s	16.25		
	3 doz. paint brushes and pencils		8.00		
	200 lb yellow ochre	6c	12.00		
	1 paint mill		5.00		
	1 " stone		3.00		
	6 old stoves	5.00	30.00		
	3 pumps	15.00	45.00		
	33 yards damask	6s	24.75		
	750 feet enameled leather	18c	135.00		
	11 yards pink cambric	20c	2.20		
	5 " tweed cloth	4s	2.50		
	1½ " drab "	2.00	3.00	544.76	
	1½ yd. green cloth	2,00	2.50		
	2¼ " ladies "	1.50	3.37		
	2 old clocks	1.00	2.00		
	5 " enameled duck	6s	3.75		
	1 " cloth		.50		
	1 chest		1.00		
	14 " festoonings	6s	10.50		

	46 yds. lace		20c	9.20
	38 " cotton damask		4s	19.00
298	35 " webbing		10c	3.50
	4 doz. curtain frames		24s	12.00
	4 gross knobs		8s	4.00
	12 " tuft buttons		2s	3.00
	1½ " upholster		2s	.38
	3 pair tassels		4s	1.50
	9 doz. black thread		6s	6.75
	3 pair silver shaft tips		4s	1.50
	25 pair brass shaft tips		20c	5.00
	1 leather slitting gauge			1.50
	1 stitching horse			2.50
	1 square			1.50
	13 bellows		12.00	156.00
	7 "		12.00	84.00
	4467 lbs. vices and anvils		1s	583.38
	1 monkey wrench			2.50
	1 attica body and seat, ironed			25.00
	1 extension top " partly ironed			125.00
	1 attica gearing			6.00
	1 back board			.25
	2 sets buggy shafts			7.50
	59¼ lbs. 1¼ pat. axles		1s	7.44
	1 swedge block			1.50.
	14 doz. buggy clips		6s	10.50
	4 " " "		6s	3.00
	2 sets brake irons		3.00	6.00
	2 " dray hinges		12s	3.00
	1 " half springs			4.50
	117 lb iron axles, finished		8c	9.36
	126 lb " boxes, finished		5c	5.80
	650 lb forg'd "		6c	39.00
	4528 lb castings, boxes and nuts		4c	181.12
	422 lb wagon nuts, (cut)		6c	25.32
	104 lb steel box rimmers		2s	26.00
	1 box stove and pipe			3.00
	1 wood lathe and tools			10.00
	2 iron " "			100.00
	2 trier irons		5.00	10.00
	8 grub hoes		12s	12.00
	14½ lb cast steel		22c.	3.13
	3 iron drills		5.00	15.00
	1 box boring machine			10.00
	1 gig sawing "			30.00

	1 circular sawing machine			25.00
	1 grind stone			5.00
	1 small steam engine			800.00
	1 bellows			13.00
	35 lb borax		35c	12.25
	1 straw cutter (old)			1.50
	219 lb ½ and ⅝ rod iron		5c	10.95
	545 lb square "		4½c	24.52
	672 lb 1 in square "		4c	26.88
	1131 lb iron, all sizes		4½c	50.90
	206 lb spring steel		8c	16.48
	1639 lb iron		4½c	73.16
	1137 lb asst. iron		5c	56.85
	687 lb springs		1s	85.88
	6 sets seat springs		20s	15.00
	4 " " " (unfinished,)		16s	8.00
	4 " half "		4.50	18.00
	8 " top props		3s	3.00
	2 " " joints		5s	1.25
	762 lb buggy and wagon iron and chain		10c	76.20
	357 lb wagon nuts		10c	35.70
299	112 lb bent tire		4c	4.48
	70 lb washers		1s	8.75
	41 lb axles		8c	3.18
	5 sets slot irons		31c	1.55
	14 doz. clips		6s	10.50
	100 felloe plates		2c	2.00
	550 lb wheel bands		6c	33.00
	2575 lb scrap iron		¾c	19.09
	1500 lb cast iron		½c	7.50
	300 tire bolts			2.55
	125 carriage bolts			2.80
	515 lb sleigh shoes		4c	20 60
	75 lb nails		4c	3.00
	1½ gross screws		4s	.75
	blacksmith tools			225.00
	526 lb 1x⅜ tire iron		4c	21.04
	337 " 1½-inch spring steel		8c	27.12
	845 " 1¼x⅜-inch tire iron		4½c	38.02
	673 " 1½x½ " " "		4c	26.92
	492 " ¾ " rod "		4c	19.68
	227 " ⅝ " " "		4c	9.08
	466 " ¾ " oval "		4½c	20.97
	1518 " ⅝ and ⅞ " " "		4½c	68.31
	535 " ¾, ⅞, ½ " rod "		4½c	24.07

	228 lb ⅜ inch rod iron,	5c	11.40
	531 " 1 & 1¼ inch stake iron	5c	17.55
	109 " 1¼ spring steel	8c	8.72
	9 bdls. band iron		45.00
	5 two-horse thimble skein wagons	75.00	375.00
	1 " nut " "		65.00
	2 one-horse thimble " "	50.00	100.00
	2 long sleds	14.00	28.00
	5 pair bob sleds	22.09	110.00
	1 old knee sled		5.00
	3 two-horse lumber wagons, in use	50.00	150.00
	1 set trucks		50.00
	1 stone for setting tire		8.00
298	22 horses	75.00	1,650.00
	2 mules	75.00	150.00
	3 yoke of oxen	75.00	225.00
	1 undivided half in one span of horses		75.00
	1 " " three cows		30.00
	560 bdls felloes	8s	560.00
	203 sets spokes	2.00	406.00
	2 bdls felloes	8s	2.00
	2 sets hubs	8s	2.00
			$27,047.40

299 (Here follow lists of property sold by Deputy Sheriff Andrews and Constable Dexter, which being the same as those attached to Mix & Plum's answer, which is set out at large, (ante page 230) is now omitted.)

300 List of articles sold at private sale: One wheelbarrow, 1 set spokes and felloes, 1 bob sled, 1 long sled, 10 set felloes, 2 cutters, 16 set felloes, 6 set spokes, 8 head cattle, (2 cows, 6 oxen,) 1 horse, ½ of Kendall Co. Farm.

The balance of the inventoried property (except as above specified) was sold to Abner Taylor, Jan'y. 23 & 4, 1860, and they (Mix & Plum) have no assigned property remaining in their hands.

"ACCOUNTS."

(Here follows a list of accounts in favor of E. & A. Woodworth
301 against 37 different persons, amounting to $737.72-100, in reference to which the assignees say, that all have been collected, except 15 thereof amounting to $506.19-100, and of these some are collectable and some not; and also, a list of notes in favor of E. & W. against 27

different persons amounting to $731.75-100, all of which have been collected, excepting 7 thereof, amounting to about $161.78-100, none of which are collectable. The assignees have two notes now on hand amounting to $107.16-100.

The assignees then say: "The foregoing contains a statement of all the accounts and notes due E. & A. Woodworth, which came into the hands of Messrs. Mix & Plum, as assignees, and are all disposed of as hereinbefore stated, and the assignees have now on hand two notes, as follows: B. Danforth, and George H. Tisdale. The balance uncollected, are in judgment, as hereinbefore stated.

STATE OF ILLINOIS, } ss.
COOK COUNTY. }

Russel C. Mix and William V. Plum being duly sworn, on oath depose and say that the foregoing annexed account contains a true statement of their receipts and expenditures, as assignees of Erasmus and Alvin Woodworth, from the time of the assignment up to the present date. And also that the foregoing inventory and statement of property is a just and true account of all property received by them as such assignees, and also of the manner in which the same was disposed of, and of the quantity now on hand.

R. C. MIX.
WILLIAM V. PLUM.

Subscribed and sworn to before me, this 18th day of January, 1864.

JNO. WOODBRIDGE, JR.,
Master in Chancery of Cook County.

"EXHIBIT D."

This contains a list of accounts against 216 different persons and firms, in favor of E. & A. Woodworth, as per their books of accounts at the time of the assignment, the aggregate amount of which is $23,761.84, and also a list of notes against 108 different persons and firms in favor of E. & A. Woodworth at time of assignment, aggregate amount of which is $5,342.56. Total $29,114.12.

Exceptions to Master's Report by complainants, filed Feb. 20th, '65:

1st. Allowance of expenditures for services of Mix & Plum, attorneys in this case, improper and illegal.

2d. Mix and Plum ought not to be allowed for credits, mark "M" and "P."

3d. There was no evidence before Master showing that the acc. and notes in "Exhibit D" are of little or no value.

319 Decree of Cook Co. Circ. Court, Feb. 25th, 1865, overruling exceptions of complainants to Master's Report, and approving the report, and dismissing the complainant's bill of complaint as to remaining defendants, to wit: Mix, Plum, E. & A. Woodworth, at complainants' costs,
320 to which ruling complainant at the time excepted, and prayed an appeal, which was allowed on condition bond in sum of $200, approved by clerk, be filed in 10 days.

322 1st Appeal Bond in sum of $1500, approved by clerk, Oct. 26th, 1864, filed same day.

324 2d Appeal Bond in sum of $200, approved by clerk, filed March 6th, 1865.

EVIDENCE ON PART OF COMPLAINANT.

325 to 327 *Jackson L. Averill's deposition, taken June 10th, before Esquire Baldwin, Aurora:*

He testified as follows:

1. My age is 37 years; occupation, clerk for complainants; residence, Aurora, Illinois.

326 2. I am acquainted with all the parties to this suit.

3. I have been in the employ of the complainants since October, A. D. 1857.

4. Their business during that time has been, and is, that of dealers in general hardware.

5. In November, A. D. 1859, Alvin Woodworth and Erasmus Woodworth were engaged in the wagon making business, in the city of Aurora, county of Kane, and State of Illinois.

327 6. They had been engaged in that business between two and three years, to my knowledge; their partnership name was E. & A. Woodworth; they carried on the business upon a large scale.

7. The complainants were partners while I was in their employ; their partnership name was J. Goodwin & Company.

8. E. & A. Woodworth traded with complainants.

9. In general terms, they purchased of complainants all kinds of hardware, shelf ware, iron, nails, steel, horses and wagons.

328 10. The defendants, E. & A. Woodworth, in the fall of 1859, make an assignment to Russel C. Mix and William V. Plum.

11. At that time Mix & Plum were in partnership, but how long they had been in partnership I don't know.

12. E & A. Woodworth, at the time they made said assignment, were indebted to the complainants, J. Goodwin & Co. The exact amount I don't remember. I think it was between seven and eight thousand dollars.

329 13. I did go with Jeremiah Goodwin, one of the complainants, to William V. Plum's, one of the defendants, to examine the assignment of said E. & A. Woodworth, and to see the inventory of the personal
330 property assigned. I cannot state the day of the month, it was in the winter of A. D. 1860, or it might have been after January 1st, A. D. 1861. Mr. Goodwin asked Plum for an inventory of the personal property, as assigned to Mix and Plum, telling him he wished to take a copy of it. Mr. Plum said the inventory was in his office in his warehouse, that Goodwin could take a copy of it then if he wished. Goodwin asked if he could take the papers and copy them. Plum said they could not go out of the office, but that I could copy them there. I copied the papers he handed me. After I had copied the papers Plum handed me, Mr. Goodwin asked him if there were any more papers. Plum replied there were none.

14. Mr. Goodwin asked Mr. Plum if he had an inventory with the appraisals attached. Mr. Plum said that he had not.

15. I did take a copy of the inventory handed me by said Plum, at his office, as the inventory of the property assigned.

16. The paper now shown me, marked "exhibit F, L. Baldwin," attached to this deposition, is the copy of the inventory of the said per-
331 sonal property, as furnished by Wm. V. Plum. I made it at the office of Mix & Plum, in their warehouse. I don't recollect whether it was in 1860 or '61; think it was in '61; there was snow on the ground.

17. I furnished to Wm. V. Plum, at the request of the complainants, a statement of the indebtedness of E. & A. Woodworth to J. Goodwin & Co. Mr. Plum asked for a statement prior to its being made out. The amount of indebtedness was between seven and eight thousand dollars. Don't recollect whether E. & A. Woodworth's credits were taken out of the statement I gave Plum. Don't recollect the time, but it was shortly after the assignment.

18. There were counter claims in favor of the Woodworths at time I rendered the account—the amount of counter claims was not then exactly known. I do not recollect the amount, think it was less than a thousand dollars.

19. I heard a conversation between Jeremiah Goodwin, one of the complainants, and Russel C. Mix, one of the defts., relative to the amount put down in the assignment as due from E. & A. Woodworth to J. Goodwin & Co. Mix said he was willing to correct the schedule and
333 insert the full amount of their indebtedness, if it could be done legally; don't recollect whether it was in the fall of 1860 or the year 1861.

CROSS EXAMINATION.

334 1. For the last six years, I have been, most of the time, in the employ of J. Goodwin & Co.

2. In the capacity of book keeper and clerk.

3. I don't wish to be understood that the statement made out and handed by me to Plum, showed E. & A. Woodworth to be indebted to Goodwin & Co. the exact sum of seven thousand nine hundred and ninety-five dollars and five cents. The indebtedness was in both notes and open accounts.

4. Over one thousand dollars was in open account.

5. At the time the assignment was made, there was in the possession of the complainants between three or four thousand dollars of the notes.
335 They were not all in their possession.

6. I don't know who had possession of the notes that were out of their hands, but presume they were held by Dyer, Tuttle & Hibbard.

336 11. J. Goodwin & Company guaranteed the payment of some notes to Dyer.

12. These notes by their terms were made payable to J. Goodwin & Company.

13. I have seen the notes.

14. The amount, as near as I can recollect, was less than two thousand dollars.

337 16. I don't recollect whether J. Gooodwin & Co. had possession of the note, described in the paper opposite the name of Smith, Hibbard & Co., at time assignment was made. Don't recollect whether it was returned to them before or after the assignment.

17. I think it was past due some time, at time of the assignment.

340 28. The means of information I had, to ascertain the Woodworths' indebtedness, at or about the time the assignment was made, were notes and book accounts—by looking at Goodwin's book account. In the first place, between one and two thousand dollars of Goodwin's account against E. & A. Woodworth's open account—that is, without E. & A. Woodworth's credits being out. Don't distinctly recollect the amount of E. & A. Woodworth's credits; think between eight hundred and one
341 thousand dollars. There were three notes in Goodwin & Co.'s safe, of between twelve and thirteen hundred dollars each, exclusive of interest; those notes were payable to J. Goodwin & Co.; they were not due at the time of the assignment, and were never out of their possession, to my knowledge; had never been assigned to any one. One note, between thirty and fifty dollars, one memorandum of one note between eight and nine hundred dollars, J. Goodwin & Co. sent to Tuttle & Hibbard, Chicago, asking them to collect the same for J. Goodwin & Co. Said note was not sold to Tuttle & Hibbard. Two other notes were sold to Dr. Dyer, of between nine and ten hundred dollars each, payment guaranteed at maturity by J. Goodwin & Co. There was one other note, on which a balance of forty or fifty dollars was due, without interest.

29. E. & A. Woodworth did, before or at the time of making the assignment, know that Dyer, Tuttle & Hibbard held some of the notes.

342 30. There were not some four thousand dollars of the notes taken, of Woodworths', to pay for a stock of goods bought from Dyer by J. Goodwin & Co.

31. J. Goodwin & Co. bought a stock of goods from Dyer; and, in part payment for the goods, let Dyer have two notes, less than a thousand dollars each, against E. & A. Woodworth, guaranteeing their payment at maturity.

32. Not to my knowledge were any notes taken from Woodworths, by complainants, with reference to turning them over to Dyer.

33. I don't recollect how many of the notes bear the same date.

343 35. I think the Goodwins made the trade with Dyer, in '59.

36. I think the three notes I spoke of as being in Goodwin's safe, the Tuttle & Hibbard note, and the two Dyer notes, all bear date in 1859.

37. I do not recollect what Goodwin paid Dyer for goods.

38. Some of the goods bought from Dyer were bought by the Woodworths after they had been received in Goodwin's store.

39. I cannot tell exactly how many of them, at any one time, may have been five or ten dollars.

42. I have no interest in the firm of J. Goodwin & Co.

DIRECT EXAMINATION RESUMED.

344 21. Tuttle, Hibbard & Co., did not to my knowledge collect any money upon the note sent to them by the complainants, and of which I have spoken.

EXHIBIT "F." L. BALDWIN.

344 to 357 (This, as stated by the witness, (Averil,) is the copy of the inventory of the assigned personal property, taken by him from that furnished by Plum, and as it is the same presented by Mix & Plum before the Master, which is set out at large at page of this abstract (except value is not stated), it is here omitted.)

357 *John E Swain's deposition, taken at Aurora, before Esqire Baldwin, June 14th*, 1862.

1. My age is thirty years; residence, Aurora.

2. I am acquainted with complainants and defendants, except Mr. Keith; Alvin Woodworth is a brother-in-law of mine.

358 3. I was in the employment of E. & A. Woodworth from the month of September, 1855, to the month of October, 1857, and from the month of March, 1858, until June, 1859, keeping their books.

4. At the time E. & A. Woodworth made an assignment to Mix & Plum, they had personal property. A part of it was in what was called the Harroun building, a part in what was known as the old tannery, part in barn and sheds on the premises where Alvin Woodworth lived, a part in barn and sheds of Erasmus Woodworth, and in the shop and yards occupied as their place of business, consisting of horses, mules, wagons, and material for making wagons and carriages.

359 5. After the assignment, I was employed by Mr. Plum, to take an inventory of the wagons, carriages, and wagon and carriage materials, assigned by, and formerly belonging to E. & A. Woodworth. Mr. Plum requested me to be careful in carrying out the prices, and be sure and set them low enough.

6. Mr. Plum requested me to do this the Saturday or Monday following the assignment.

7. In compliance with that request, I took an inventory, with the value of the property, assisted by S. H. Vancleck and Charles Vanderlip, in a book, and when through, gave the book to William V. Plum.
360 Commenced in the Harroun building, counting all the pieces of the different articles in it, placing an account of the same in the book, carrying out the value of each article opposite. We then went to the old tannery and did the same there as in the last building, thence to Alvin's barns and shed, thence to Erasmus' barn and sheds, thence to the old stone shop, thence to the dry house, thence to the old red shop, thence to the new stone shop, and pursued the same course as in the first mentioned buildings.

8. We commenced the next Saturday or Monday after the assignment, and were a little over six days making said inventory and appraisement.

9. I have never seen the book containing said inventory and appraisement since I gave it to Mr. Plum.

361 10. I don't know what the total value, as then appraised, was, of the articles I inventoried in said book.

11. I cannot state the appraised value as I did not foot up the amounts.

Int. 12. Examine the paper, marked Exhibit "W" L. Baldwin shown you. State what it is, whether or not it is a copy of the inventory with the appraisement of the articles that you, in connection with Vanclick and Vanderlip made and put in the book, you say you handed to Plum; if there is any difference, explain what.

Ans. It is a copy of a part of the Inventory, placed in the book given to Plum, together with the appraised value thereof, except the right hand column of figures upon which Exhibit "W," L. Balwin, purports to be the aggregate value thereof. The articles inventoried on the last day I was inventorying, are not on this exhibit. I think that the articles are all on Exhibit "W," except what was taken the last day; it
362 contains nothing but what was inventoried.

13. The articles that we inventoried and appraised the last day, and which are not in exhibit "W," were in stone shop, the new stone shop, and in the old red shop. Objected.

14. These articles consisted of paints, oils, varnishes, iron lathes, stationary engines, stoves. I cannot enumerate all of the articles.
Objected.

15. I have no recollection of the appraised value of the articles inventoried the last day. Objected.

363 16. I think that the articles that we inventoried and appraised, were worth in cash at the time, the amounts they were appraised at.

17. I cannot recollect what all of the articles of property which we inventoried was worth at the time in cash.

18. There were articles inventoried and appraised by myself, Vanclick, and Vanderlip, like those mentioned in the list marked exhibit "V," L. Baldwin.

19. Upon the hypothesis, that the paper marked exhibit "V" L. Baldwin, shown me, is a list, or inventory of the property, or part of the property, assigned by the said E. & A. Woodworth to Mix and Plum,' I cannot state the value of the same at the time of said assignment, nor give the value of each article, and the aggregate value of all.

364 20. There is an estimation of value of each article put down on the paper, marked exhibit "V," L. Baldwin, which estimation was made by George McCollum, and myself.

21. When George McCollum and I made the estimation of the value of said articles, I supposed it to be the property assigned by E. & A. Woodworth to Mix and Plum.

22. I think the estimation of the value of the articles of property mentioned in the paper marked exhibit "V," L. Baldwin, to be a fair valuation of the property, at the time of the assignment.

23. There were no notes or accounts in favor of E. & A. Woodworth, against others, put down in the inventory made by Vanclick, Vanderlip and myself in the book.

365 25. The last time I quit the employment of E. & A. Woodworth, there was an account in their books of account in their favor, against Benj. F. Fridley, but I don't recollect the amount.

26. At the time we made the inventory and appraisment in the book I gave Plum, I knew the cost to the Woodworths of most of the articles appraised, and in a majority of the articles, the appraisal was less than the cost.

366 27. The larger portion of the materials for that purpose which we inventoried, was sufficiently seasoned to be immediately used in manufacturing wagons and carriages.

28. A short time after the assignment, Mr. Plum told me that the appraisal of the personal property made in the book by Vanclick, Vanderlip and myself, amounted to about twenty-three thousand dollars.

29. I asked Mr. Plum how much the property we appraised amounted to; he replied, the appraisal of the whole personal property amounted to about twenty-three thousand dollars.

30. In the inventory and appraisement we made, there was not included any live stock, as horses, mules, &c.

31. The new stone shop is sixty-eight feet in width, one hundred feet in length on the side facing mill street, and ninety-three feet in length on the opposite side; it has a basement story, and three stories above. It had at the time E. & A. Woodworth assigned, between twen-
367 ty and twenty-three forges, and about the same number of anvils and bellows each. I do not consider myself a suitable judge of the value of the premises.

32. The building was built of good material, of stone, and the work was well done. I am not competent to judge of its convenience for carrying on wagon making business.

368 33. I know nothing definitely as to the cost of the new stone shop, but I have figured up the cost of said building with Alvin Woodworth, and as near as we could come to it, the cost of it was in the neighborhood of twenty-three thousand dollars. I think the shop was built in 1856 and 1857.

34. Taylor, Butterworth and Company occupied the new stone shop and the old shop next, after E. & A. Woodworth made their assignment to Mix & Plum.

35. I cannot state exactly when Taylor, Butterworth & Co. commenced occupying said shops. It was a short time after the assignment. They manufactured wagons and carriages.

36. The materials and articles that Van Click, Vanderlip, and myself, inventoried, were nearly all bid off at Sheriff's sale by Abner Taylor; but few articles were bid off by any one else.

369 37. When Taylor bid them off they were in the same buildings and places they were when inventoried.

38. Alvin Woodworth told me that Mr. Judson had offered him eight thousand dollars for the place where he (Woodworth) lives. I think it was in the fall of 1858 that he told me this; and he said Mr. Judson would give him two thousand dollars in money, besides the claims he had on it, and the balance on time.

39. I cannot tell when the acquaintanceship between Hiram Butterworth and Alvin Woodworth commenced—say eight years ago, and perhaps longer.

370 41. At the time of the assignment I think Butterworth and Alvin Woodworth were particular friends, and had been for several years.

42. Butterworth lived, at the time of the assignment, in Iowa.

43. He came from Iowa to Aurora several times; once about the time of the assignment.

44. Alvin Woodworth told me that he thought that Hiram Butter-
371 worth would help them out of the scrape, so much so that they would be able to retain the shops, and carry on their business. This is, I suppose, why Butterworth came to Aurora.

45. Butterworth is now living in the house with the family of Alvin Woodworth, in Aurora.

46. Since their said assignment, Alvin and Erasmus Woodworth have been selling wagons for Taylor, Butterworth & Co., most of the time.

47. Erasmus has been selling them at St. Joseph, Missouri, and Alvin, some of the time, at Leavenworth, Kansas.

48. I think the business capacities and experience of Wm. J. Plum, and Russell C. Mix, are as good as those of any men in the county.

372 49. In the use of the word "good," I refer to their sharpness or shrewdness in business.

50. While I were with them, E & A. Woodworth purchased upon credit quite large amounts of goods during each year, of J. Goodwin & Co

CROSS EXAMINATION.

1. I think Erasmus and Alvin Woodworth were the most capable men for selling wagons that Taylor, Butterworth & Co. could employ.

2. My opinion is that Mix & Plum were wealthy and responsible men at the time of the assignment.

373 3. I think they were regarded as among our most wealthy men.

4. I think Taylor, Snell & Keith were strangers here.

5. I think Butterworth ceased to reside here five years, perhaps longer, previous to the assignment.

6. I think the intimacy between Alvin Woodworth and Butterworth during that time, was limited to an occasional visit, and an occasional letter.

7. Most of the men comprising the firm of Taylor, Butterworth & Co. were regarded as men of wealth, at the time of the assignment.

374 8. At the time I conversed with Alvin Woodworth, in relation to Butterworth, I knew of no hard feelings between the Woodworths and Mix and Plum, but since then I have heard Alvin Woodworth speak pretty hard against Mix & Plum.

9. Butterworth's health has been poor for some time.

10. He has a small family.

375 11. After he moved here, I think he kept house until a few weeks since.

12. I have heard by report that he and Taylor went out of the firm of Taylor, Butterworth & Co. this spring.

13. I acted as clerk at the sheriff's sale of the personal property formerly belonging to E. & A. Woodworth.

14. For J. D. Andrus, deputy sheriff.

15. I cannot form any idea of the number of people in attendance at the sale.

16. I think the complainant's place of business was from four to one hundred rods from the place of sale.

376 17. Some of the property was sold within five rods of Goodwin's store.

18. J. D. Andrus was the auctioneer.

19. He was deputy sheriff of Kane County.

20. I think deputy sheriff Andrus was about five days engaged in selling the property.

21. During that time I can't say that I saw either of the complainants at the sale.

22. I think I saw J. Goodwin at the new stone shop on one of the days of the sale, but am not certain.

377 23. To-day I heard J. Goodwin say that he was present at the sale.

24. The inventory made by me and others, I placed in a book given to me by Plum. I kept a copy of most of that inventory.

25. Nobody requested me to keep a copy.

26. I kept it for my own gratification.

27. Until some time in the fall of 1861, I think, when I let J. Goodwin take it.

378 28. It was written in a small book.

29. During the last two years I have been in the employ of the Chicago, Burlington and Quincy Railroad Company.

30. Part of the time as baggageman, and part of the time as fireman.

31. I mean as station baggageman.

32. Jerry Goodwin found out that I had the copy in this wise; he asked me if I knew how much the personal property inventoried; I told him I could not tell, but that I had a copy of part of the inventory.

379 33. I let him take it, but received nothing for so doing.

34. I don't know that I am to receive anything.

35. For some years I was clerk for E. & A. Woodworth.

36. For the two years before they failed they were regarded as slow, hard pay.

380 37. The greater portion of their materials were bought on credit.

38. In most cases I think they did not pay more for material than others in good credit or for cash.

39. I think a man who is regarded as slow, hard pay, can, if sharp and shrewd, get goods as cheap as a man of good credit or with cash. I think there would be but little difference.

DIRECT RESUMED.

51. I do not know the time of E. & A. Woodworth's assignee's sale, and do not know whether the Sheriff's sale by Andrus, was before or after it.

380 to 389 Exhibit marked "W," L. Baldwin, attached to Swain's deposition, is a copy mostly of the inventory, with appraisement of the assigned personal property, made by him, Vanderlip and Vanclick, and put in the book furnished by Mix & Plum, and as it is all contained in the inventory taken from that book, produced by Mix & Plum before the Master, which is set out ante at large, it is here omitted.

(See pages of Record 265 to 284.)

390 to 402 Exhibit marked "V," L. Baldwin, attached to Swain's deposition, is a copy of the inventory taken by Jackson L. Averill, from one furnished by Plum, with appraisment made by Swain and George McCollum added; and as this is the same as the inventory furnished by Mix and Plum before the Master, which is set out ante at large, with the appraisment added, it is omitted here, except total footing of value, which is
402 $27,047.40.

(See page of Abstract .)

403 *George McCollum's deposition taken June*, 1862, *at Aurora, before L. Baldwin, Esq.*

1. My age, 54 years; occupation, wagon and carriage maker; residence, Aurora, Illinois.

2. I am acquainted with the parties to the suit, except Keith.

3. My occupation is carriage, wagon and plow manufacturer. Have carried on the business for twenty years, at Aurora, Ills.

4. I was somewhat acquainted with the business and shops of E. & A. Woodworth for two or three years previous to their assignment.

404 5. I, in connection with John E. Swain, examined an inventory purporting to be an inventory of the personal property of E. & A. Woodworth, assigned to Mix & Plum, and appraised the same.

6. The paper marked exhibit "V, "L. Baldwin," is the same inventory referred to by me in my last answer, and the value of each article therein set forth, was a fair valuation thereof, as we supposed.

7. At the time we appraised the property, I think it was a correct valuation.

405 8. Mr. Swain and myself made the appraisement of the articles contained in exhibit "V," "L. Baldwin," some time, over a year ago.

9. I think the property mentioned in exhibit V, we appraised at cash value, and that the value would be much the same on the 18th of Nov., 1859.

406 10 and 11. I am acquainted with the real estate formerly belonging to E. & A. Woodworth, upon which the old and new stone shops, the office and old wooden shop, formerly occupied by E. &. A. Woodworth, are situated. Said property was in Nov., A. D. 1859, worth from twenty-three to twenty-five thousand dollars.

12. I don't know that there was any change in the value of the above real estate, from the 18th of November, 1859, to January 1st, 1860.

407 13. I am acquainted with the premises occupied by Alvin Woodworth the 18th of November, 1859, as a residence, and containing about 3½ acres, situated in Aurora, Ill. I think it was then worth about $6,000.

14. I am aware of no change in the value of the last mentioned property, from that time to the month of October, 1860.

15. I am somewhat acquainted with lots No. 3 and 4, in block No. 2, in West Aurora, occupied by Erasmus Woodworth as a residence on the 1st of November, 1859, and the 1st of October, 1860. The property was probably worth $2,500.

408 16. I think I know lots 1 and 2, block 5, in Hall's addition to West Aurora. They were each worth, from A. D. 1859 to October 1st, 1860, probably $250.

17. I have bought and sold, and I think I am acquainted with the value of real estate in Aurora.

18. I have been acquainted with real estate in Aurora twenty-four
409 years; have bought and sold and dickered in real estate to a considerable extent. [Direct close.]

CROSS EXAMINATION.

1 and 2. I was engaged in the wagon making business at Aurora, in 1859–'60, and am acquainted with difficulties in collecting payments. Sales were slow and payments dull.

3. I did, on account of the dullness of the market, the difficulty of making sales, and getting payment at that time, curtail my business.

410 4. At that time I kept on hand most all kinds of wagons and carriages, to the amount of from three to five thousand dollars, for the reason that I could not get ready pay for them.

5. I have kept carriages on hand from one to two years; then in most cases sold on time, from six months to a year.

411 6. Two establishments to a considerable extent, and three others in a smaller way, were engaged in manufacturing wagons in Aurora.

7. One establishment, besides the Woodworths, failed; the rest were very hard up.

8. I did not know of any person who wanted to go into so large a purchase of the kind, as that of the assigned personal property.

412 9. I am somewhat acquainted with wagon manufacturers in northern Illinois, and, generally, they are pretty well supplied with materials.

10. I think the wagon market was overstocked, and that the principal markets for large establishments were beyond the State.

413 11 and 12. The foreign markets affect the home manufacturers. I did not depend on the foreign trade; it was not the reason of my curtailing my business; I regard the foreign trade as uncertain, though I am not much acquainted with it.

414 13. I don't know how much the personal property, assigned by the Woodworths to Mix & Plum, could have been sold for, at a forced sale, for cash, on Nov. 18, 1859. Don't know of any body that would want so much of that kind of property. We appraised it at a low money value when we appraised it.

14. I can't tell much about it; but, in my judgment, it would cost, to finish up the wagon materials on hand at time of assignment, $4,000 or $5,000.

15. I did know, to some extent, the condition of the money market, in the fall and winter of 1859–'60.

16. Borrowers had to pay from ten to thirty per cent. interest.

415 17. Loaners generally asked a greater rate than ten per cent.

19. I did not know any one in this vicinity who had $10,000 to loan at 10 per cent. upon any security,

416 20. And think I would know the fact, if it was here to be had at that rate.

417 23. I don't think ten thousand dollars could have been found upon the security of the personal property. I did not know any one who loaned money, and took personal property security.

24. I made the appraisement spoken of in my direct examination, and marked exhibit V, at J. Goodwin's request, and in presence of John E. Swain.

25. Was something over a day about it.

418 26. The month, I don't remember; think 'twas in the latter part of winter, or spring of 1861.

27. Could not state how long after the assignment.

29. None of the parties were present when Swain and I made the appraisement.

419 30. Nor to my knowlege were any of the defendants notified of it.

31. We were not sworn.

32. We appraised each article separately, and carried out the price. I did not examine, nor inspect the articles.

33. I did not let Taylor, Butterworth & Co., or their men, know what we were doing.

34. Don't know of any reason for not doing it; I was simply asked by Mr. Goodwin, to go with Swain and appraise the property.

420 35. I told him I did not like to, but if it was necessary I would go.

36. I can't say positively that I saw any one, in the employ of Taylor, Butterworth & Co., while making the appraisal.

37. I don't think the shop premises, which I valued at from $23,000 to $25,000, could have been sold for that amount in cash, from Nov. 1st 1859, to Oct. 1st, 1860, as I know no one who wanted to go into business to that amount.

421 38. I do not know what the interest of the Woodworths in the shop premises, conveyed to Mix and Plum, could on forced sale be sold for in cash, if it was incumbered by trust deeds to the amount of eight thousand dollars, with four hundred dollars of tax, and insurance liens, and the dower estate of Alvin and Erasmus Woodworth's wives unrelinquished.

422 39. I could not state what the shop premises could have been sold for at forced sale for cash. A perfect title being given, I don't know of any one, who wanted to purchase that kind of property.

40. I don't know of any sale of real estate in Aurora, where the purchaser gave ten thousand dollars cash down.

41. If said shop real estate had been advertised to be sold on trust deed to the amount of eight thousand dollars, the bidder to pay cash, I think that in the months of November and December, 1859, it could have been sold for more than that amount.

423 42. I don't know of any one that had money to expend for that kind of property; nor do I know how much any one would give for it.

43. I could not say that eight thousand dollars in money could have been borrowed on that property at ten per cent. I don't know any who had the money.

44. I hardly think the dwelling house of Alvin Woodworth could have been sold at that time for six thousand dollars cash.

424 45. I never knew a dwelling house in Aurora sold for $6.000 in money.

46. If there had been a mortgage against the dwelling house for four thousand dollars, and judgment liens for three thousand, I think the equity of redemption would not sell for more than a nominal sum.

47. Taking out the homestead claim, the dwelling house of Erasmus Woodworth, if encumbered for $2,200, I think, would sell for enough to pay the encumbrance.

425 48. I hardly know whether the property assigned by the Woodworths could have been sold for cash, for near the appraisement. I doubt, if it could for cash.

49. I was present, when a portion of the property was sold by J. D. Andrews, Depnty Sheriff, at public sale.

50. The sale made by the assignees, I think I saw advertised in the Aurora Beacon; how long, I can't say.

426 51. The Sheriff's sale I spoke of, was, I think, in the winter of 1860; they were selling unfinished wood-work, wagon boxes, and the engine located in the red shop.

52. I did not buy or make a bid.

53. I was not present when the sale begun, nor when it ended, and cannot state how much was sold.

54. The property sold in my presence, was sold in parcels. Don't know what each article sold for separately.

55. I was not present at any sale of the property by the assignees.

427 56. I don't think that the residence of Erasmus Woodworth would bring over $2,200, on a forced sale.

57. Alvin and Erasmus Woodworth are both heads of families. Erasmus Woodworth has been the head of a family for fourteen years. Alvin probably nine years. Alvin has occupied the residence he now lives in four or five years, and Erasmus eight or ten years.

58. Their wives are still living, and they are living with their wives.

59. If there had been $12,000 in executions upon the personal property, which amount had to be raised at once, I don't know whether the personal property would have sold for more than the executions or not.

60. In my opinion it would be hard raising the money on the personal property if there were $12,000 executions on it.

61. If the personal property had been incumbered by $14,000 in executions, a first lien thereon; the shop property incumbered by trust deeds for $8,000, due and sale advertised thereon; the residence of Alvin Woodworth by mortgage for $4,000, due; the residence of Erasmus Woodworth by mortgage of $2,200, with power of sale, all due, and amounting to twenty-eight thousand dollars, to be made up within ninety days after assignment, else the property to have been sold to the highest bidder under the hammer, I don't know whether it would have been possible to raise money to clear incumbrances or not.

430 62. I don't know of a man who had ten thousand dollars he would loan on any security.

63. Between making the assignment and the appraisement, I do not know whether any of the personal property had been removed or not.

64. I think that a considerable amount of the property was finished and sold in the year 1860.

65. I did not inspect any of the materials sold before the appraisement.

431 66. The class of property that we appraised, in my opinion, a mechanic could make a pretty correct estimate of without examining the articles.

67. There is a difference in the finish and quality of unfinished wagon material.

68. There might be some difficulty in appraising some portions of such property described on paper, but in the property we appraised I could not see much difficulty in arriving at a correct valuation.

432 69. From my experience in the wagon business, of the articles placed on paper, I made the appraisal.

70. There is a difference between the value of seasoned and unseasoned wagon material.

72. I think we fixed the value at time of appraisement.

DIRECT RESUMED.

433 19. I was, in the years 1858–9 in the shop of E. & A. Woodworth, probably over a month.

20. From what I saw of their lumber, at various times, while in and about their shops, I should judge that a large stock of it was pretty well seasoned.

21. My opinion is that the property could not be bought for cash between Nov., 1859 and Feb., 1860, for any less than we appraised it.

434 22. Taylor, Butterworth & Co. occupied the shops next after the Woodworths, and they manufactured wagons and carriages.

23. I cannot tell what became of the personal property assigned by the Woodworths to Mix & Plum.

24. If, on the 24th day of Jan., 1860, the property mentioned in exhibit "V," "L. Baldwin," attached to Swain's deposition, was in the Harroun building, it would not be a reasonable or fair disposition of the property, to sell it as one lot, nor would it sell for as much as if sold in parcels, or separate lots.

435 25. If, on the 24th of Jan., 1860, there were liens on the property appraised by Swain and myself, to the amount of from seven to ten thousand dollars, it would be a very unreasonable disposition of the interest of the assignees to sell it at auction at from ten to twenty dollars.

26. To turn the personal property assigned by the Woodworths to the best advantage for the creditors of E. & A. Woodworth, it would have been a proper course for Mix & Plum to have kept the shops until they had finished and disposed of a majority of the work. (Direct close.)

CROSS EXAMINATION RESUMED.

436 73. I don't think it would be reasonable to sell that property for anything near what it sold for.

74. In my judgment, it would not be fair for the assignees to sell that amount of property for the amount they sold it for, unless the time of assignment was about to expire.

437 75. If the liens were equal to, or more than the property could have been sold for at public or private sale for cash, then I should not think it an unreasonable disposition of the assignees' interest to sell it at auction for ten or twenty dollars.

76. Upon the supposition that the assignees had neither the power or the means to finish the work, and that the property had been levied upon by executions liable to be taken out of their hands any day, then I would say it would have been unnecessary for them to undertake to finish the work, or keep possession of the shop.

DIRECT EXAMINATION RESUMED.

27. The only notices of the sale by the assignees, I saw or knew of, was in the "Aurora Beacon."

28. If it had been generally known that that class of property could have been bought for seventy-five cents on the dollar, my opinion is that it might have found cash purchasers.

438 *Edward Gillett's deposition, taken at Aurora, before Esq. Baldwin, August*, 1862 :

1. My age, 54 years; occupation, a miller: residence, Aurora.

2. I am acquainted with all the parties to the suit, except Keith.

3. I should say I had resided in Aurora and vicinity nine years.

439 4. I do own real estate in Aurora.

5. I have some general ideas relative to the value of real estate in Aurora.

6. I have a partial acquaintance of the premises in Aurora, heretofore occupied by E. & A. Woodworth, and on which the building called the new stone shop is situated.

7. I have frequently for the last three or four years been on and about those premises.

8. I mean by partially acquainted with the premises, that I have been in and about the shops, have bought wagons, etc., there.

440 9. According to the best of my judgment, that property would be worth in Nov. or Dec., A. D. 1859, eighteen or twenty thousand dollars.

10. I know the stone house built by Alvin Woodworth, and occupied by him as residence for a while; don't know who occupies them now.

11. I would say that from Nov., 1859, to Nov., 1860, those premises were worth five thousand dollars.

12. That estimate I should say was low, or cash value.

13. I think the stone shop premises I spoke of, has been generally regarded, in Aurora, as worth more than the price I fixed upon it.

441 14. I have frequently heard it valued at from twenty-five to thirty thousand dollars.

15. The defendant, Plum, does own, or claims to own, considerable real estate in and about Aurora.

17. I think it was the fact, from November, 1859, up to the present time.

18. He was, in November, 1859, and has been since, engaged in business in Aurora.

19. His principal business is warehouse business, buying and shipping grain; real estate business. Should say his business was somewhat extensive, but to what extent don't know.

442 20. Mr. Mix was, in A. D. 1859, and has been since, the owner of real estate in and about Aurora.

21. Considerable, I think.

22. He was in business in 1859; and since his business is varied—warehouse business, grain business, sorghum business, banking and exchange business.

23. It is understood that Mix & Plum are partners in the warehouse business.

24. They have been partners, to my knowledge, five years.

CROSS EXAMINATION.

443 1. I do not know that the shop and house, about which I testified, could have been sold any time since November or December, 1859, for cash, at the price I fixed to each, respectively.

2. I do not know of any person that desired, at any price, to purchase, for cash, the shop premises, in November or December, 1859, or any time since.

3. I think the shop premises could have been sold, for cash, since November or December, 1859, for twelve, perhaps for fifteen thousand dollars.

4. I don't know that I do know of any person who would have bought the property, and paid ten thousand dollars cash for it.

5. I don't know that the value of real estate has increased or depreciated much, since A. D. 1859, November or December; don't think there has been much alteration in the value of property.

444 6. I have not been in real estate business in this city. Cannot say, definitely, whether it could be sold for as much as in November or December, A. D. 1859.

7. I have not endeavored to sell any real estate in this city, since November or December, A. D. 1859. I have bought.

8. I bought a dwelling house and lots; paid about three thousand dollars.

9. I have no positive knowledge that the shop might have been sold for $12,000, cash. A friend of mine said he would give twelve or fifteen thousand dollars, at any time, for that property.

445 10. The name of the friend was James Welch, a man from the East; the time he told me so, I think, was from six to twelve months after the assignment.

11. Mr. Welch resided at the time in the State of New York. I don't know whether he made the proposition to buy to any of the defendants. I went through the building with him; he asked what it could have been bought for; I told him I thought it could have been bought, at one time, for ten or fifteen thousand dollars; he replied that it was splendid property, and he would give that for it any time.

12. I think neither of the defendants, Butterworth, Taylor, Keith, or Snell, resided in Aurora in 1859. I do not know where they did reside.

446 13. I have no knowledge that either of those defendants resided here until they took possession of the shop; do not think they were here in Nov., 1859.

DIRECT RESUMED.

25. My opinion has always been that in Nov., 1859, a man of fair judgment and business capacity, had he owned the shop premises, which I valued at from eighteen to twenty thousand dollars, could, by reasonable exertion, have made the sale of them for that amount. I don't know that it could have been sold for all cash down.

CROSS EXAMINATION RESUMED.

14. Supposing that upon the shop and premises I spoke of, there had been mortgage or trust deed for six or seven thousand dollars, and judgment liens and executions to the amount of from eight to ten thousand dollars, it is my opinion that a man of good business capacity could hardly, within three months after Nov., 1859, have sold the property for more
447 than enough to satisfy the liens. I think it could have been sold for fourteen or fifteen thousand dollars.

15. I know of no opportunity for the sale of the property at the
447 price I indicated in my last answer, within the three months mentioned.

447 *Lawson L. Winslow's deposition, taken at Aurora, August*, 1862.

1. Age, forty years; occupation, physician; residence, Aurora, Ill.

2. I am acquainted with all the parties to this suit, except Keith.

3. I have lived in Aurora four years last March.

448 4. I do know the premises in Aurora, on which the new stone shop and other buildings stand, occupied as shop by E. & A. Woodworth, at time they made assignment.

5. I think those premises were worth, in Nov. and Dec., 1859, twenty thousand dollars.

6. I do know the premises occupied at that time by Alvin Woodworth, as residence.

7. I should think they were worth, at that time, five or six thousand dollars.

8. I do own real estate in and about Aurora.

9. I think I have a general knowledge of the current value of real estate in and about Aurora.

449 10. I think the shop premises which I have valued, were generally regarded, by the people of Aurora as worth, during the years 1859–60, from twenty-five to thirty thousand dollars. (Direct rest.)

Cross Examination by Plato & Harvey.

1. Supposing the property I have described, should be put up for sale, on trust deed or executions, I think it would have brought, in cash, any time within two or three months after Nov. 1859, probably from sixteen to eighteen thousand dollars.

2. I do not know of any man or men that would have paid sixteen or eighteen thousand dollars, cash, for the premises within the time
449 mentioned.

William B. Sigley's deposition, taken at Aurora, August, 1862.

449 1. My age, 40 years; residence, Aurora, Illinois.

450 2. I am acquainted with the parties to this suit.

3. I am acquainted with lots 1 and 2, in block five, Hall's addition to West Aurora.

4. Those lots were estimated to be worth $400 apiece, Nov. 18th, 1859, time E. & A. Woodworth made assignment to Mix & Plum. I think they are worth the estimate; they can be bought now for three hundred a piece. I am willing to pay $300 for the one adjoining me.

Inter. 5. Previous to the sale of the shop premises of E. & A. Woodworth, by Patten, as trustee, did you ever hear the deft. Butterworth say anything in relation to bidding off that property, or any other that had been assigned by E. & A. Woodworth to Mix & Plum? if yea, state what he said, and when it was.

451 *Ans.* I heard a conversation between Butterworth, Frank and Myron Hall, before the sale, that Butterworth came here with the intention of helping E. & A. Woodworth and their creditors; it was a mutual understanding, as I understood it, that Butterworth should go on and bid off the property for the benefit of the Woodworths and the creditors; it was the entire property, as I understood it; it was between the assignment and the sale.

Inter. 6. Did you ever hear Mix & Plum, or either of them, say anything in relation to Butterworth's bidding off the property?

Ans. I have heard Mr. Plum say that he thought it would be best to let Butterworth bid off the property; he stated that he thought it a pity that the property should be idle, and he thought that Butterworth was the proper man to take hold of it.

7. This conversation was some time between the assignment and the sale of personal property or real estate. (Direct rest.)

1. There was no others besides Frank and Myron Hall, Butterworth and myself present at the conversation I speak of.

452 2. Mr. Plum, in the conversation I spoke of, conveyed the idea that he wanted or had endeavored to persuade the creditors, including the complainants, to join together to buy the Woodworths' property, in order to save it for the creditors. His precise language I cannot give.

3. Frank Hall is dead. Myron Hall is in Chicago, Ill.

DIRECT RESUMED.

452 8. Plum specified the Messrs. Goodwins and the Halls.

452 *Appalona Reeves' deposition, taken at Aurora, August,* 1862.

1. My age is 34 years; residence, Aurora.

453 2. I am acquainted with all the parties to this suit, except Keith and Snell.

3. In the fall of A. D. 1859, I lived at Mr. Alvin Woodworth's, in Aurora.

4. I think I did see Mr. Butterworth at Mr. Alvin Woodworth's, about two months before the assignment.

5. To state that the time Mr. Butterworth was at Mr. Woodworth's, and if they had any private interview: the time I had reference to he was there in the evening, and until 2, A. M. I then lit a light; he was there still; don't know how much longer; I think till morning.

454 6. At that late hour they were talking by themselves, alone.

Inter. 7. Did you ever hear Alvin Woodworth say anything in relation to getting from Butterworth, or Taylor, Butterworth & Co., the premises that Alvin Woodworth, at the time of the assignment, occupied as a residence? if yea, state what he said, and how the conversation arose?

Ans. He told me that it was his property. The way the conversation came up, he told me that he could not board me any longer; and I asked him if he thought it was right to turn me away without securing what we had against him. I said, "What would you do with Taylor, Butterworth & Co. if they should use you so in regard to your property?" He said he "would take their heads off." He said the house and lot he lived in was his own.

454 8. This conversation was in April, 1862, I believe.

Deposition of J. D. Duning. Taken on the 15th day of August, 1862, *at Aurora, before Lyman Baldwin, J. P.:*

454 1. Josiah D. Duning, age sixty years, Aurora.

455 2. I am acquainted with all the parties to this suit, except Keith.

3. I have lived in Kane County nineteen years; in Aurora six years.

4. I am acquainted with the stone shop and premises situated in Aurora, occupied by E. & A. Woodworth at the time they made their assignment.

5. I think those premises at that time were worth from twenty to twenty-five thousand dollars.

456 6. I am acquainted with the premises occupied by Alvin Woodworth at that time as a residence. Except the interior of the house, I think they were worth four or five thousand dollars.

7. I was present when Plum, as assignee of E. &. Woodworth offered to sell two horses in the street, and Sheriff Andrus interfered.

8. Mr. Plum led out two horses, (one at a time,) and offered to sell
457 the right of E. & A. Woodworth in the horses. Thereupon J. D. Andrus said that he would take the horses, which he did, leading them off. I think immediately after that, Plum stated, that he would sell the right of E. & A. Woodworth in some property, in the shops. I think he went towards one of them, called the Harroun building, and a few followed him; the most of the crowd dispersed. I did not go to the shops.

9. So far as I could hear expressions, the crowd did not follow him, because they thought the sale a sham.

10. I think it was generally remarked, that there would be no chance to purchase anything, the way the sale was conducted. The reason that they all gave, was, that it was all arranged that Taylor & Butterworth was to have all of the property.

CROSS EXAMINATION.

458 1st. I think the shop premises, and the house, occupied by Alvin Woodworth at that time, could, if for the benefit of the creditors, have been sold at the prices I have set upon them, at forced sale, within three months after the assignment.

2. I should think the shops, subject to right of dower, could have been sold at forced sale for twenty thousand dollars cash, and the house for four or five thousand dollars.

460 5. I think the right of E. & A. Woodworth in the stone shop and house property, could have been sold, if for the benefit of the creditors, for six or eight thousand dollars more than the incumbrances, supposing them to be $14,000 to $17,000.

6. I do not know of any person that had from fifteen to thirty thousand dollars in cash, that they would have paid for that property, at any time since the assignment.

7. I don't know of any opportunity to sell the property at any price for cash.

461 8. At the time the horses were offered for sale, I heard Mix say nothing. All I heard Plum say was, that he would offer the right of E. & A. Woodworth in the property.

9. I saw Mix and Plum do nothing and say nothing more than I have before stated.

462 10. I don't know that there was anything done at that sale to prevent any one from bidding.

463 *Deposition of Daniel Harris, taken on the 13th day of August*, 1862, *at Aurora, before Lyman Baldwin, J. P.*

1. Daniel Harris—aged twenty-four—farmer—Aurora.

2. I am acquainted with all the parties to this suit.

3. I was in the employ of Mix & Plum in Dec., 1859; commenced two or three days after the assignment.

4. At work taking care of horses and cattle.

5. At Alvin Woodworth's barn, in Aurora.

6. I worked two months and four days.

464 7. They were the horses and cattle of E. & A. Woodworth.

8. I had known them about a month before I went to work for Mix & Plum.

9. I think there were twenty-four head of horses, four mules, one yoke of cattle and a cow.

10. At the time I commenced work, I think the horses and mules were worth about eighty dollars per head, the oxen seventy-five dollars, and the cow fifteen dollars.

465 11. I have knowledge of a sale of property, assigned to Mix & Plum by E. & A. Woodworth.

12. I was present at the sale.

13. Mr. Plum acted as auctioneer; they went from place to place, put up the property in lots, which were bid off for one dollar a lot. Mr. Taylor bid off the property; it was wagon stuff, plank, felloes, spokes, wheels, horses and mules.

14. I know the Harroun building.

15. Some of the property that was sold was in that building.

16. Mr. Plum put it up at auction, and Mr. Taylor bid it off for one dollar.

466 17. Mr. Plum said, how much will you give for E. & A. Woodworth's interest in this property?

18. No one said anything, only Mr. Taylor, who bid it off for a dollar.

19. Mr. Taylor, Mr. Plum, Charley Vanderlip, John Woodward, myself and others, whose names I cannot state, were present at the sale.

20. Mr. Plum was perhaps a quarter or half an hour making the sale at the Harroun building.

467 21. Wagon wheels and some felloes were sold.'

22. I know a building called the old tannery.

23. Mr. Plum sold some property in that building the same day.

24. He put up E. & A. Woodworth's interest in the property and sold it for one dollar to Mr. Taylor.

25. Most of the property sold there was felloes.

26. It was put up in one lot and sold.

27. The same persons were present that were at the sale in the Harroun building.

28. Plum sold some property at Erasmus' barn the same day.

468 29. He sold it at auction; Mr. Taylor bid it off for one dollar; the property was horses and mules, and I think some lumber.

30. I believe there were twelve head of horses and mules.

31. Mr. Plum sold some property at Alvin's sheds and barns that day.

32. The sale was made the same as the others; Mr. Taylor bid off the property, some horses and some lumber for one dollar.

33. I think there was fourteen head of horses.

469 34. The same day Plum sold some property in a building called the Old Blacksmith Shop.

35. He sold it the same as the other; it was some felloes and wheels; Mr. Taylor bid them off for one dollar.

36. The same day Plum sold some property in the building called the Dry House.

37. The sale was made the same as the other; the property was lumber; Mr. Taylor bid it off for one dollar.

38. The same day Plum sold property in the building called the Old Red Shop.

470 39. The sale was made the same as the others; Mr. Taylor bid off the property for one dollar.

40. The same day Plum sold the property in the building called the New Stone Shop.

41. The sale was the same as the others; Mr. Taylor bid it off for one dollar.

42. Mr. Plum did not on that day, to my knowledge, sell any other property assigned to Mix & Plum by E. & A. Woodworth.

43. I cannot say that all of the persons I have named as being present at the Harroun Building, were present at all of the sales.

44. I recollect of no person but Taylor that bid at any of said sales.

471 45. Mr. Plum did not, to my knowledge, make a statement or description of the property sold at any of the sales.

46. I don't know what became of the yoke of oxen and cow spoken of.

47. They were left in my charge, and Mr. Mix told me not to let them go without notifying him.

48. But they disappeared without my knowledge.

49. I informed Mr. Mix of that fact.

50. And he said never mind, let them go.

472 51. Mix & Plum had some harness that E. & A. Woodworth formerly owned.

52. They were worth perhaps seventy-five dollars.

53. I don't know what became of them.

CROSS EXAMINATION.

1. Six or eight days after the sales made by Plum, of which I have spoken, the same property was sold again at Sheriff's sale, by deputy Sheriff Andrus.

473 2. This property had not, to my knowledge, been levied upon by the Sheriff, either before or at the time I was employed by Mix & Plum.

3. I think that the next morning after Plum's sale I first heard that it was levied upon.

4. Before the sale made by Plum I heard that Sheriff Andrus had executions against the Woodworths, but I had not heard that the property had been levyed upon.

5. I cannot tell why no one but Taylor bid at the sales made by Plum.

6. I think there were two persons present at the sales who were engaged in manufacturing wagons and carriages.

474 7. I heard nothing said at the sale about the title of the property or about there being liens upon it.

8. I was present all the time that Plum was engaged in selling the personal property assigned by E. & A. Woodworth to Mix & Plum.

9. Plum was engaged four or five hours in selling the property.

10. I don't know that any one present acted as clerk for him.

11. The property was sold, one lot in the Harroun building, one lot in the old tannery, one lot in Alvin Woodworth's barn, one lot in Erasmus' barn, and other lots in the old blacksmith shop, dry house, old red shop and new stone shop.

475 12. I think it was all sold by Mr. Plum in one afternoon.

13. I think the property was advertised for sale by Mix and Plum, in printed hand-bills, twenty-five or thirty days previous to the sale.

14. I think they had offered it for sale before, and the sale was postponed.

15. I don't know why it was postponed.

16. I don't think I was present at the time and place first fixed for the sale.

476 17. I think I had exclusive care and charge of the horses and cattle while I was employed by Mix & Plum, until they were sold.

18. I don't know how much the horses were sold for.

19. Nor how much the mules were sold for.

20. The property in the Harroun building, the old tannery, Alvin Woodworth's barn, Erasmus Woodworth's barn, the blacksmith shop, dry house, red shop and stone shops, was sold for one dollar each place.

21. I cannot tell why Mix told me not to let the oxen go without notifying him.

22. The horses were advertised for sale and the sale postponed once.

477 23. The horses were never brought out of the barn for sale but once, to my knowledge.

24. I brought a pair of horses out of the barn by Mr. Plum's order, he took one of them into the street and offered him for sale, Sheriff Andrus and Fridley stopped it and ordered the horses back in the barn.

25. I think that Sheriff Andrus forbid the sale of them and said that Fridley had an execution against them.

478 26. This was the same afternoon, but before the sale of the other property by Plum.

27. I don't know that Andrus or Fridley said anything about the sale of the other property.

28. There were persons present apparently as bidders for the property at the time Andrus stated that Fridley had an execution.

DIRECT EXAMINATION RESUMED.

54. *I heard some of the persons present apparently as bidders say that they dare not buy anything.*

55. I did not hear them give any particular reason.

479 56. Immediately after Taylor had purchased the horses at the assignees sale there was some men there looking at them.

57. For what purpose I can't tell, unless it was to buy them.

58. Alvin Woodworth was showing the men the horses.

59. I don't know the men's names that were looking at them.

60. I did not hear them say what they wanted the horses for.

480 61. It is my opinion Mr. Taylor was with them a few minutes, but I am not certain.

62. I don't know what price was asked for the horses.

CROSS EXAMINATION RESUMED.

29. I don't know that Mix & Plum, or any person in their employ, had anything to do with the property, after the sale of it by Plum.

Deposition of William Russell, taken on the 15th day of August, at Aurora, before Lyman Baldwin, J. P.:

1. William Russell, age thirty-nine years, store-keeper.

2. Am acquainted with all the parties to this suit.

3. Have been in the employ of E. & A. Woodworth.

481 4. I entered their employ in June, 1859, and continued till the assignment.

5. As book-keeper.

6. There were promissory notes in the possession of E. & A. Woodworth, in their favor, at the time they made the assignment.

7. Mr. Plum took possession of them.

8. I don't remember, whether there was a list of them made out, or not.

482 9. I think they, according to their faces, amounted to about $300.

10. I have no distinct recollection who they were against.

11. At the time of the assignment, E. & A. Woodworth had books of accounts in their favor.

12. They were placed in the hands of Mix & Plum.

13. There was a statement made, showing the balance due to E. & A. Woodworth, according to their books.

14. I made it out, and it was put in the possession of Mix & Plum.

483 15. I don't positively remember the aggregate amount thereof.

16. I have no recollection of the amount.

17. It was not one thousand dollars.

18. After the assignment I was employed by Mix and Plum.

19. From Nov. 19th, 1859, till March, 1860, to right up the books, closing the accounts of the assignees.

20. After that, I was employed by Taylor, Butterworth & Co.

484 21. Until March, 1862.

22. As night-watchman and book-keeper.

23. I am now book-keeper for Keith and Snell.

24—25. E. & A. Woodworth did not do a large business, when I worked for them.

26. They employed on an average about forty-five men.

27. Never over fifty-five or sixty.

485 28. They manufactured wagons, buggys, and a few wheelbarrows.

29. While I was with them they manufactured twenty to thirty buggies, about a dozen wheelbarrows, and from ten to fifteen wagons per week.

30. The sales they made were generally on credit.

31. At the time of the assignment there was no property that I know of, belonging to E. & A. Woodworth, in the ware-house of Mix & Plum.

32. And none came there after the assignment.

486 33. I don't know whether E. & A. Woodworth owned any cutters at the time of the assignment.

34. Or whether Mix had one in the winter of 1859 and 1860.

35. I believe Plum did.

36. I don't know where he got it.

37. I don't know whether it belonged to E. & A. Woodworth.

38. Or whether it was upon the premises of E. & A. Woodworth, at the time of the assignment.

39. While I was with Taylor, Butterworth & Co., they manufactured wagons, buggys, and government ambulances.

487 40. During that time they manufactured about seven hundred wagons, one hundred and fifty ambulances, and fifty or sixty buggys.

41. There was a debt in favor of E. & A. Woodworth against Mr. Pound, of Iowa.

42. Of two hundred and fifty dollars.

43. Three months after the assignment, Alvin Woodworth told me he had settled it.

44. There was a note against Mr. Drake in favor of E. & A. Woodworth, but I don't remember whether it went into Mix & Plum's hands or not.

488 45. I think the notes that were turned over to Mix & Plum were of no particular value, because Alvin Woodworth and others said so.

488 *Deposition of Lyman Woodworth, taken on the 15th day of August, at Aurora, before Lyman Baldwin, J. P.*

1. Lyman Woodworth—age 44—Mason—Aurora.

2. I am acquainted with all the parties to this suit.

3. At the time E. & A. Woodworth made an assignment, they owned two yoke of oxen, three cows, and the half of a team of horses in Kendall County, Ill. I bought their half of the horses of Mix & Plum, and Charley Stewart bought the cows and oxen.

489 4. They were all worth about $280.

5. I was present at the sale made by Mix & Plum, of property assigned by E. & A. Woodworth.

6. between the assignment and sale, Erasmus Woodworth told me they proposed to have the property bid in as cheap as it could be, so that they could go on and do business again, after they arranged their matters and debts. He said he could be better satisfied to have Butterworth here and bid off the property, as he knew him to be honest.

490 *Deposition of Robinson L. Carter, taken on the 14th day of August,* 1862, *at Aurora, before Lyman Baldwin, J. P.*:

1. Robinson L. Carter, age 39; making reapers, Aurora.

2. Am acquainted with all the parties to this suit, but Keith.

3. I know that E. & A. Woodworth made an assignment to Mix & Plum, in October or November, 1859.

4. I am acquainted with the premises occupied by E. & A. Woodworth, known as the premises on which the new stone shop is situated.

491 5. I was present, at Geneva, at a sale of those premises, made by Charles Patten, as trustee.

6. On the morning before the sale, I had a conversation with Mr. Plum. I think there was no one present but Mr. Reeves. Mr. Plum asked me if I was going up to bid on or buy that property. I said that we were. I rather think that he said he was not willing that we should bid it off, to the exclusion of the rest. I would not undertake to state his exact words.

492 7. Previous to the sale at Geneva, I went to Mr. Mix, in the Recorder's room. I asked his advice, whether Reeves and me had better bid on that property, or not. I said to him, he knew how the thing stood, and I want your advice, as a man, what you think about bidding it off. He said he wouldn't touch it, if he was in my place. I don't know that he said anything more.

8. I don't know that he indicated, at that time, what he wished to have done with the property.

Int. 9. On that occasion, did you hear Mr. Butterworth say anything in reference to bidding off the property? If yea, state what he said, and who was present and heard the conversation.

Ans. Doct. Lyman A. Reeves, Doct. Averill, Charley Goodwin, a part of the time, and, I think, Alvin Woodworth a part of the time. At
493 the time of the conversation, I think Mr. Woodworth called me and Butterworth together, and they wished that Reeves and myself would not bid on the property. Mr. Butterworth said he came here not to make any money; he did not expect to make any; but he came here to help the Woodworths out of the scrape, and that they wanted him to bid off this property. He said he would not pledge himself to pay the Woodworths' debts; that he was not going to bind himself to pay any body's debts; but said that if he bid it off, he bid it off for the benefit of the Woodworths, and to help them; and if we would stand back and not bid on it, that it would be helping the Woodworths, and not him, get out of the damned scrape they had got into.

10. This conversation might have been a quarter or half an hour before the sale.

11. I think I told Mr. Mix what Butterworth said, at the time I asked his (Mix's) advice.

12. I did not bid at the sale.

494 13. I heard no one bid except Butterworth.

14. I think Mr. Patten, L. A. Reeves, Doct. Averill, Charley Goodwin, Mr. Butterworth, Myron Hall, and myself, were present at the sale.

15. I did not bid at the sale, because Messrs. Butterworth, Woodworth, Mix and Myron Hall advised me not to.

16. I don't know that Mix & Plum had any attorney at that time.

17. I had a conversation at that time, with Mr. Plato, about bidding it off.

18. I would not swear whether I did or not see Mr. Mix, Mr. Butterworth and Alvin Woodworth in private conversation on that day. We were bunched up all over the court house.

495 19. I don't recollect of having any other conversation with Butterworth, than the one I have related, on the day of sale.

CROSS EXAMINATION.

1. At the time of the sale, by Patten, I think the incumbrances on the premises, were a trust deed to Patten, that amounted to thirty-two or three hundred dollars, and a mortgage, or trust deed amounting to about three thousand dollars; I don't know of any other.

2. I heard that Mr. Fridley had a judgment, or judgments against the Woodworths, variously stated at from seven to ten thousand dollars.

3. When I thought of bidding on the property, I expected to pay the money on the Patten trust deed, and the other mortgage; I did not
496 expect to pay the judgments.

4. I should have bid on the property, expecting to pay the Patten trust deed and the other mortgage, but I should not have bid, if I had expected to pay the judgments in addition.

5. I have stated all the conversation I recollect of, that I had with Mr. Plum, on that occasion, with reference to the sale of the property.

6. At the time of the assignment, the Woodworths owed me about fifteen hundred dollars; they still owe me a little over a hundred dollars.

497 7. Their indebtedness to me has been reduced by my giving back to Young Hooker a note of near fourteen hundred dollars, against the Woodworths, which I had received from Hooker in a trade.

DIRECT EXAMINATION RESUMED.

20. I don't know that I have any interest in this suit.

21. I do not intend, either directly or indirectly, ever to become a party to this suit.

498 22. At the time of the sale, by Patten, Reeves said the Woodworths owed him about sixteen hundred dollars.

23. The statement Butterworth made to me in reference to bidding at the Patten sale, did influence me not to bid.

24. It also influenced Reeves not to bid.

Int. 25. How did you expect to be benefitted by letting Butterworth bid it off as he proposed.

Ans. Mr. Woodworth, in presence of Butterworth and myself, said, you will not run the shop and continue making wagons, and Mr. Butterworth will go on and make wagons, and save him (Woodworth), from being cleaned out and used up, and you can all get your pay. Woodworth said he would just as soon that Reeves and I would bid it off as Butterworth, if he thought we would go on and run the shop. I said to him that we did not want the shop, all we wanted was our pay; he said we would get it in that way, by letting the shop go on, that it was dead property as it now stood.

499 26. This conversation, I think, was in the hearing of Butterworth; we all stood together.

27. Butterworth said, during the conversation, that the Woodworths sent for him to come here and help them out of the scrape they had got into. He would not have come had he not been acquainted with them before; he stated that the property was a dead thing as it was, but if the shop was run, that it would amount to something.

28. I don't know whether Reeves ever received anything of his indebtedness against the Woodworths, after the assignment, only what Reeves and Woodworth told me. Woodworth told me that Reeves and his wife had boarded with him a long time; that he had kept Reeves' 500 horse, and had given him a debt that Pound owed them out in Iowa. Reeves told me that the interest on what the Woodworths owed him would pay his board.

29. Since the assignment, I can't say how long since Reeves told me he was going to have the Pound debt.

CROSS EXAMINATION RESUMED.

501 8. Reeves and myself have been connected in business over eight years; our wives are sisters.

9. In using the word *we*, in giving my testimony, I mean Lyman A. Reeves and myself.

10. I suppose Mr. Reeves is now incapable of doing business. On the 9th of Jan. last he was, and had been since the Oct. previous.

11. I have never intended to become a party to, or have an interest in this suit, or any other in relation to the assigned property.

12. Nor have I agreed, directly or indirectly, for myself or Mr. Reeves, to pay any portion of the cost of this suit, or any other growing out of this assignment.

502 13. I have no knowledge that any of the creditors of the Woodworths are interested in the prosecution of this suit, except the Goodwins.

502 *Deposition of William Graham, taken on the 14th day of August, 1862, at Aurora, before Lyman Baldwin, J. P.*

1. William Graham; age, forty-six years; occupation, nothing; residence, Aurora.

2. I am acquainted with all the parties of this suit except Snell and Keith.

3. I was present at a sale of property made by Andrus, as Deputy Sheriff, some time in winter of 1860, but whether it belonged to Mix and Plum I don't know.

4. I bid off some property at that sale.

503 5. I bid off a set of buggy wheels, a set of one-horse wagon wheels and a phæton buggy bed. I believe that the whole came to twelve dollars, or twelve dollars and fifty cents.

6. I got the property that I bid off. (objected.)

7. I got some of it three days after the sale and some of it this summer. I think in June.

8. Three days after the sale I got a set of buggy wheels and buggy bed.

9. I did not get the balance because they wanted to give me four odd wheels.

10. Erasmus Woodworth wanted to give me odd wheels.

11. When I applied for the wheels I bid off, he (Erasmus Woodworth) told me that the odd wheels were good enough for what I paid
504 for them, and told me I had no business in bidding them off; he cursed me a little about it and said I ought to be kicked, but did not offer to do it because he dursent. I told him I thought I had a right to bid them off at public sale.

12. I don't know whether depositions had been taken in this case before I got the wheels in Aurora.

13. I got the wheels in June, but the day of the month I don't know.

CROSS EXAMINATION.

1. No one was present at the conversation between myself and Erasmus Woodworth.

2. I never spoke to Taylor more than once about the wheels.

3. He told me I could have them any time I wanted them.

505 4. Taylor, Butterworth and Company never refused to let me have the wheels, but always told me that I could have them at any time I wanted them.

5. At the sale, I could have bought all the property; I had money to pay for.

DIRECT EXAMINATION RESUMED.

14. I suppose I wanted to take all the property I bid off away from the shop, at the time I applied for it.

15. I was not particular about the wheels. I did not want to use them.

16. I could not get the full set, until Mr. Taylor told me that I could have them.

506 17. Taylor told me that I could have them before this summer.

18. I did not threaten to lick them, if they did not let me have the wheels.

19. I told J. D. Andrus, I would sue them for the wheels, if they did not let me have them.

20. This conversation might have been two weeks after the sale.

21. I did not get the set I bid off, but got a set that I supposed Taylor, Butterworth & Co. made.

CROSS EXAMINATION RESUMED.

6. It may have been a week, or ten days, after I had the conversation with Erasmus Woodworth, before I applied to Taylor, or Taylor, Butterworth & Co.

507 7. The moment I applied, Taylor told me I could have the wheels at any time.

8. The reason why I did not get the wheels before, was, because I could not use them, and Mr. Taylor had agreed to let me have them, when I wanted them.

9. When I wanted them I got them.

507 *James A. Hinds' deposition, taken at Aurora, August*, 1862.

1. My name is James A Hinds; residence, Aurora, Illinois; age thirty-five years; occupation, miller.

2. I know all the parties to this suit, except Keith.

3. I have lived in Aurora eleven years.

4. Am acquainted with the premises formerly occupied by E. & A. Woodworth, known as the shop property, used for the manufacture of wagons, &c.

5. At voluntary sale, my opinion is, the shops were worth $22,500, in Dec., 1859, to May, 1860.

6. Previous to going into the milling business, I was an architect.

7. The new stone shop was my architecture.

8. I am acquainted with the premises occupied by Alvin Woodworth, as a residence, in 1859.

8. It was worth, in Nov., 1859, to Nov., 1860, about $6,000.

CROSS EXAMINATION.

507 1. I don't know that the stone shop could, during the time spoken of by me, have been sold for $8,000, at forced sale.

2. I think it is not adapted to anything else than making wagons, as it now stands.

3. I think the outlay large, and don't know any other wagon maker that has that much invested in shops and real estate.

510 4. I think it could have been sold during that time, with proper exertion, for $22,500, one-fourth or one-third down, and the balance on ordinary time.

5. I don't know any one that wanted to buy it.

6. Judging from the value of the property, I think it could have been sold for $22,500, $7,000 cash, balance on time; but I did not know of any cash purchaser, even to sell at $8,000 cash, at a forced sale.

7. I think the property good security for $8,000, but I don't know that that amount could have been raised on it at ten per cent.—there were few loaning at that rate.

8. I don't know of any one who had that much money to loan at that per cent.; I made no inquiries.

511 9. I don't know of any business the shop could have been used for, without altering, except wagon making.

10. I think the shop could be rented for $1,500 or $2,000 per year, for making wagons.

11. I don't know as it could be rented to-day, as a matter-of-fact, for $500 per year.

12. I will not engage, for $500, to get a tenant in thirty days, at $1,500, rent secured.

512 13. I made no inquiries about renting shop property, and could not say that since Nov., 1859, it could have been rented for $800.

14. My opinion, as to value of property, is based upon voluntary, and not upon forced sale.

15. I don't know of any wagon making shop in Kane County, of equal facilities.

16. E. & A. Woodworth owe me; I don't think they owe the firm of Gillett & Hinds but very little, if anything.

513 17. They owe me for five wagons. I have no interest in this individual suit, that I know of.

18. I will not engage, for $1,000, to sell the shop and premises for $12,000, in ninety days, one third cash, in one and two years, with six per cent. interest.

513 *Deposition of John Woodward, taken on the 14th day of August, 1862, at Aurora, before Lyman Baldwin, J. P.:*

1. John Woodward, age thirty-three, cooper, Aurora.

2. I am acquainted with all the parties of this suit.

514 3. I remember the fact of the defendant, Plum, as one of their assignees, making a sale of property formerly belonging to E. & A. Woodworth, in the city of Aurora.

4. I don't know whether I was present at all of the sales. I was present at most of them.

Int. 5. Please to tell what you saw Plum do, and heard him say, at those sales; who bid off the property, and the prices; stating where the sales commenced, and following them around, from place to place, until sales were closed.

Ans. Mr. Plum stated that he would sell E. & A. Woodworth's right in the personal property, and then went on to selling. I think that the first thing he sold was in Harroun's warehouse, down stairs and up stairs, of wagon stuff, spokes, etc. He sold E. & A. Woodworth's right, first, down stairs, and then up stairs. Mr. Taylor bought the property, giving one dollar for down stairs, and one dollar for up stairs. There was nobody else bid but Mr. Taylor. The next place was at Alvin's barn, as near as I can recollect. They sold the horses there. Mr. Plum
515 stated he would sell E. & A. Woodworth's right to those horses, and sold them to Mr. Taylor; there was ten or a dozen, I think, for one dollar for the lot. He sold some stuff there to Mr. Taylor, for one dollar. Then he passed to some sheds of wagon timber, spokes, axles, hubs, etc.; don't know exactly the number of piles; there was then some three or four. Mr. Taylor bought them all, one by one, for a dollar each. Then, I think, he passed to Erasmus' barn; sold a lot of horses there, by the lump, to Mr. Taylor, for one dollar for the lot. Then, I think, they passed up to the old stone shop, and sold a couple of rooms of stuff there. One room was wheels, principally. For the room of wheels he bid one dollar, and I bid a dollar and a half; Taylor bid two dollars, and took them. Then sold a lot of wheelbarrows in the front chamber, up stairs; Mr. Taylor bought for one dollar. Then, I think, they passed to the new stone shop, and sold story after story of stuff, for one dollar for each room; Mr. Taylor bought it at one dollar for each floor; there was four rooms. They then passed in the old red shop, where the engine is; sold some stuff in there. I can't exactly say how many rooms there was. Mr. Taylor bought, for one dollar, the whole traps. They sold a lot of
516 stuff, at the old tannery, to Mr. Taylor, for one dollar. I don't know how many rooms there was there. They went down to Messrs. Mix & Plum's warehouse; I did not go; don't know what they sold.

6. Mr. Plum, Mr. Taylor, Daniel Harris, and Charlie Vanderlip went round, and were present at most of the sales. There were a very few others present; I can't recollect who.

7. I bid against Taylor once. No one else bid against him, that I heard.

8. Plum may have been an hour and a half, or two hours, making the sales.

9. I did not hear Mr. Plum say anything to Mr. Taylor, individually, about the selling, just before the sales were made.

CROSS EXAMINATION ON THE PART OF DEFENDANTS.

517 1. I did not see Mr. Plum offer to sell anything by the piece. The first thing he offered was two horses. Mr. Fridley stopped the sale of them by injunction, or something else, and then Mr. Plum stated that he would sell E. & A. Woodworth's right in the whole personal property, and the horses went back to the barn.

2. I think I saw Mr. Fridley on the day of the sale, but don't think I saw him present.

3. I don't know of any sale or attempted sale of this property by Mr. Plum on more than one day.

518 4. I think it was the day of the sale that Mr. Fridley interfered with the sale of the horses.

5. At the time the horses were offered for sale they were brought out into the street near the new stone shop. There might have been fifty or a hundred persons present. There was a pretty good crowd there then.

6. I think these horses and the other property had been advertised for sale, both in the newspaper and by hand-bills. I think I saw advertisements of both kinds.

519 7. I saw Sheriff Andrus at the time Plum offered the two horses for sale. He said he had an injunction, an execution, or something else, upon all the property in favor of Mr. Fridley.

8. I know that the same property sold by Plum that I have described was afterwards sold by Deputy Sheriff Andrus.

9. After Fridley or Andrus interfered with the sale of the horses in the streets, Mr. Plum said he should go on and sell E. & A. Woodworth's right to all the personal property.

10. I don't know whether either of the Goodwins, the complainants, or any one in their employ, were present at the sale of the horses or other property.

520 11. It was about ten or twelve rods from the complainants' place of business to the place where the horses were first offered for sale in the street.

12. I think this property had been advertised for sale and the sale postponed. I don't know on what account.

13. I was never present at any sale or attempted sale of this property by Mr. Plum, other than the one I have mentioned.

DIRECT EXAMINATION RESUMED.

10. I never compared the hand-bills with the advertisement in the newspaper, and I can't tell whether they were the same or nearly the same.

521 11. At the time the two horses were led out in the street, and the sale forbidden by Andrus and Fridley, I heard considerable talk in the crowd, as to whether the sale was fair or bogus.

12. The talk generally was, that there was a snake in the grass somewhere, but they could not exactly figure it out.

CROSS EXAMINATION RESUMED.

14. I don't know as I can state the name, or names, of any person, or persons, in the crowd, whom I heard speaking in the manner I have mentioned. It was a kind of family talk all around. I think the principal part of the crowd thought there was something wrong.

15. The language used by some of the persons in the crowd was this, that if they bought E. & A. Woodworths' right in any thing, when the day of sale by the Sheriff came, that that would be the first property that Fridley would sell upon his executions.

522 *Deposition of Ethan J. Allen.*

1. Ethan J. Allen—age forty-five—farmer—Hampshire.

2. Am acquainted with all the parties to this suit, except Keith.

3. I was Sheriff of Kane County, Ills., from Nov. 16th, 1858, to Nov., 1860, and Deputy Sheriff from the fall of 1860, to Nov., 1861.

523 4. As Sheriff, I had executions in favor of Benj. F. Fridley, against Erasmus & Alvin Woodworth.

5. Issued from the Circuit Court of said County.

6. I sold property upon said executions.

7. Taylor, Butterworth & Co. had an interest in said executions after the sale of the personal property thereon, Fridley told me to return certain of the executions satisfied upon the payment of the costs by Taylor, Butterworth & Co.

524 8. I received more money than the costs on two of said executions. I received it to pay E. & A. Woodworth's homestead right.

9. Taylor, Butterworth & Co., paid me the costs on them.

10. I had ten executions, numbered 7136 to 7145, both inclusive.

11. I sold personal property on eight of them, numbers 7138, 7139, 7136, 7140, 7141, 7142, 7143 and 7145.

12. I sold real estate on numbers 7136, 7137 and 7144.

CROSS EXAMINATION.

525 1. On one or two of the executions I received one or two thousand dollars--the homestead right of the Woodworths—I think I paid said money to Alvin Woodworth.

2. My impression at present, is, that some of the property was sold to outsiders, and we may have received the money for that. For thatsold to Taylor, Butterworth & Co., we received no money, except our costs, and Fridley receipted the executions.

526 3. The personal property was advertised ten days, and sold at pub lic auction, under Fridley's execution.

4. My Deputy was engaged, I think, about a week in making the sales.

5. It was a public sale.

6. To the highest bidder.

527 7. While I had these executions, the assignees of E. & A. Woodworth offered some personal property for sale, as assignees, and I forbid the sale by direction of Mr. Fridley. My recollections are now, that after forbidding this sale, that Mix & Plum went on and sold some personal property, that is, the interest of the assignees, for one dollar.

527 *John L. Hanchett's deposition, taken at Aurora, Dec. 28th*, 1863.

1. Name; age 56 years; occupation, surveyor and engineer; residence, Aurora, Ills.

2. Know all the parties.

528 3. I bid off at sale some real estate, situated in Aurora, once owned by E. & A. Woodworth.

4. W. V. Plum, as assignee of E. & A. Woodworth, exposed the property for sale.

5. The sale took place Sept. 27th, 1860, at the P. O. in Aurora.

6. The assignees offered their interest in the property for sale in parcels: lots 3 and 4, in block 2, West Aurora, sold to me for $5; lot 7
529 in Hind's subdivision of B. 28 & 29, of Stephenson's addition; lot 10, of Kingsbury's subdivision, of B. 27, Stephenson's addition; lot 1, B. 3, of Lake's addition; 3¾ acres, including stone house, in Holbrook's addition, known as Alvin Woodworth's house; lot 2, B. 5, in Hall's addition. The last five lots were sold each for a dollar, all sold to me.

7. I have received no conveyance of the same.

8. No deeds have been offered.

9. Neither Mix, nor Plum, have ever asked me to pay the amount bid.

530 10. I have never paid any thing on the same.

11. At that time lots 3 and 4, B. 2, were worth $2,500; lot 7 in Hind's subdivision of B. 27 and 28, $150; lot 10, in Kingsbury's subdivision, of Block 27, worth $150; lot 1, in B. 3, Lake's add'n., worth $250; 3¾ acres homestead, worth $7,500; lot 2 in B. 5, Hall's add'n, worth $300.

12. I am acquainted with the stone shop property.

13. Should think, on 18th Nov., 1859, it was worth $20,000.

14. Should think, the value remained the same for a year after.

15. I have been engaged principally for 8 years in surveying and engineering.

16. Have endeavored to keep posted on value of real estate.

CROSS EXAMINATION.

532 1. The deed was never presented to me. I spoke of it several times. Each time they said, they would have Mr. Harvey make it out. The reason I got the property so cheap, was: no competition.

2. The sale was advertised, I think, in the "Aurora Beacon."

533 4. The Beacon has a large circulation for a country paper.

5. The post office was an ordinary place for making sales.

6. The sale took place near noon, in the ordinary way of auction sales. No obstacles in the way of bidders that I know of.

7. I got the property so cheap because there was no competition, and it was said, that there were large incumbrances on it.

534 8. Which was the reason why I did not urge M. & P. for a deed.

9. Erasmus W. lived on lots 3 and 4, in block 2, with his family, ever since I knew him.

10. He was the head of a family.

13. Alvin Woodworth has lived on the 3¾ acre piece, some ten or eleven years, with his family.

16. Each of the Woodworths still have families living on those lots.

19. Population of Aurora, in 1859–'60, was eight or nine thousand.

538 20. I don't know that the complainants knew of the above sale.

21. I had no conversation with Mr. Goodwin up to that date.

22. The complainants were residents of Aurora at the time; their place of business was some fifty rods from the place of sale.

23. I think they have done business in that place some four or five years, previous to the sale.

24. They were generally at home, attending to their business, and employed clerks also.

539 25. I can't say how generally the fact of the sale was known. The complainants, being near, might have known of it.

540 *Deposition of Lyman Baldwin.*

1. Age, 44 years; occupation, Justice of the Peace; residence, Aurora.

2. Am acquainted with the parties to this suit.

541 5. I attended a sale of property that I supposed formerly belonged to E. & A. Woodworth.

542 6. Made by A. A. Dexter on execution, I think, in favor of Fridley.

7. The sale was made four or five weeks after the assignment.

8. I don't think any of the defendants were there.

9. I went at the instance of Geo. McCullum to buy for him some
543 wagon wheels and gearings. I bid six or seven dollars for the wheels. There was no one raised my bid. The officer selling said it was too low

that he should adjourn the sale till to-morrow at 10 o'clock. I told him if I was not there he might consider that a standing bid. At the stone shop, he put up a cutter for which I bid fifteen dollars. No one bid against me, and he again adjourned the sale.

544 15. I purchased of Mix & Plum some felloes and some spokes. I understood from Mr. Plum that they arrived there after the assignment. I can't state the amount, I should think from ten to fifteen dollars.

545 16. The property arrived at Mix & Plum's warehouse after the assignment.

17. I don't know where from.

18. There was quite a quantity of it in their warehouse.

19. I think Mr. Plum told me that this property arrived after the assignment.

20. I don't know by what authority they sold it.

546 23. It was billed to E. & A. Woodworth, so marked on the spokes themselves.

24. I think I bought this property of Mix & Plum the winter following the assignment.

CROSS EXAMINATION.

547 1. I think the property I bid on on the executions Dexter had was not in the warehouse.

547 *Charles A. Goodwin's deposition, taken March 11th, 1864, before J. G. Barr, Esq.*

1. My age, thirty-two years; reside at Aurora, Kane Co., Ills.

2. I know the parties.

548 3. I know the shop property of E. & A. Woodworth, in Aurora.

4. I was present at sale of the same on a trust deed.

5. They were sold at Geneva.

6. By Patten.

7. In Dec., 1859.

8. I saw Hiram Butterworth, Abner Taylor, R. L. Carter, L. A. Reeves, A. J. Averill, (I think), Chas. Patten, Alvin Woodworth, Myron Hall, and Mix there at said sale.

549 9. Some of the persons named, were in a room consulting, at Geneva.

10. The room was in the court house at Geneva.

11. The sale was in the hall of said court house.

12. The room said persons were in, was on the west side of the hall, northwest corner of the c. h.

13. The persons I saw in said room, were Mix, Butterworth, Carter, Reeves, Myron Hall, Alvin Woodworth, and I think W. B. Plato.

550 14. I heard a conversation between Butterworth and Carter, in relation to bidding off said shop premises. I heard Butterworth say that if he would allow him to bid off the property, he would bid it off for the benefit of E. & A. Woodworth, and the creditors would all get their pay. Mr. Carter told him he might do so, or something to that effect. I heard him (Butterworth) say that he came there to help the Woodworths—boys, I believe he called them—then the sale commenced.

15. Said sale occurred right off after said conversation; the conversation was broken off by the sale.

16. The sale occurred very soon after said meeting of said persons in said room.

17. Hiram Butterworth bid off said property, at said sale.

551 18–19. I don't remember of seeing either Snell or Keith at said sale.

CROSS EXAMINATION.

1. I am brother to one complainant, and uncle to the other.

2. I was not a partner, but might have been a clerk to complainants at that time.

3. No one sent me then to Geneva, and I went with Dr. Averill.

4. Doctor Averill was then a book keeper for the complainants.

552 5. I don't know what his business was then at Geneva.

6. I saw nothing that led me to believe that Averill was sent to Geneva by the complainants.

7. I knew of the sale before I went.

8. I don't know that the complainants,

9. Or either of them knew of the sale.

10. The room the said persons were in, was, I should judge, one of the public offices at Geneva.

553 *Sewell W. Brown's deposition, taken at Aurora*, 1864.

1. Sewell W. Brown, age thirty-nine years, attorney at law, Aurora.

2. I know all the parties to this suit.

3. I was attorney for Josiah Stephens, in the foreclosure of a trust deed, executed by Erasmus and Alvin Woodworth, and their wives, to Edward D. Huntoon.

4. It was upon the stone shop property.

5. In the foreclosure of that trust deed, there were defences interposed at two different times; the first time by Taylor, Butterworth,
554 Keith, and Snell; the second time it was in the name of E. & A. Woodworth. The first time, there was a bill filed for an injunction, by Taylor, Butterworth & Co., against Josiah Stephens, Edward D. Huntoon, and others, to restrain the sale of the wagon shops lot upon the trust deed. The injunction was allowed; and, upon the final hearing, was dissolved, and the bill dismissed. The case was appealed to the Supreme Court, and the decision affirmed, and reported in the 26th Ill. Report, I believe. The second time, a bill was filed in the name of Alvin Woodworth and Erasmus Woodworth, against said Stephens and Huntoon, and others, and for the same purpose as the first bill. The injunction was allowed; and, on the final hearing before the Circuit Court, the injunction was dissolved and the bill dismissed, and an appeal prayed to the Supreme Court, and is yet undetermined.

6. Previous to the application by the Woodworths, for an injunction, the second time to restrain the sale, under the trust deed, Samuel L. Keith made a tender of the amount which the complainants, in that bill, claimed to be due, on behalf of E. & A. Woodworth, as he stated.

555 8. The bill to restrain said sale was filed by Taylor, Butterworth & Co., I think, in April, 1860. It was less than a year after the assignment of E. & A. Woodworth.

9. The common report was that the Woodworths were doing business in Missouri at the time of the filing of the second bill by them.

556 10. I was the attorney of Erastus Judson in the foreclosure, in the Kane county Circuit Court, of a mortgage given by Alvin Woodworth and his wife, to said Judson.

11. That mortgage was on the premises in the city of Aurora, owned by Alvin Woodworth, and occupied as his homestead.

12. And was dated November 28, 1856.

13. I think the counsel in that case, and Alvin Woodworth, stipulated for, or agreed to the decree.

557 14. I think no objections were made to the decree by defendants.

15. The certificate of sale, under that decree, was assigned to one or more of the defendants in this case, before the Equity of redemption expired.

16. At the time of the assignment of that certificate, one, or more, of the defendants, had, or claimed to have, a tax certificate of sale upon the same premises.

558 17. In speaking of the defendants, I referred in my last answer to Thomas Snell, and I think he was the only one of the defendants present during the negotiations as to the assignment of the certificate.

18. At the time of the assignment of the certificate of sale under said decree, I can't say positively whether Snell said he was trying to make a tax title to Alvin's homestead or not.

CROSS EXAMINATION.

559 1. Judson lived at or near Cambridge, New York.

2. Snell paid for the certificate its full amount, including interest up to the time of assignment.

3. The litigation under the Huntoon trust deed was tolerably lengthy, and Keith and Snell have not yet succeeded.

560 4. The last bill brought by the Woodworths was put upon the basis that they were liable under their covenants in the trust deed to Charles Patten.

Jackson L. Averill's second deposition.

560 E. & A. Woodworth owed Hiram Cody. I drew a note, dated Sept. 17th, 1858, for $400, in favor of said Cody, for said debt. Cody would not take the note without Hiram Goodwin would sign with them, (E. &
561 A. Woodworth,) and he, and E. & A. Woodworth then signed the note.

561 Notice in Aurora Beacon—see copies, to Mix & Plums answer, Exhibits "B" & "C" (page of this abstract.)

J. D. Harvey testified that Mix & Plum put said notice in the paper, and that the assignment was delivered to Mix & Plum, 5½ o'clock P. M., Nov. 19th, 1861.

562 Transcripts of records of ten judgments in Kane Circuit Court, in favor of Benjamin F. Fridley vs. Erasmus and Alvin Woodworth, and of the executions, alias executions, and returns thereon.

These judgments were all entered in vacation upon eleven promissory notes and warrants of attorney, on the 18th day of Nov., 1859. The plaintiff therein (Fridley) appeared and acted as attorney for himself and filed declarations in ordinary form in each case, and affidavit of Geo. W. Gorton of genuineness of signatures of E. & A. Woodworth, and cognovit by A. M. Herrington as a licensed attorney, as attorney for deft's in each case. Nine of the judgments are all against E. & A. Woodworth alone, and one, No. 7144, is against them and Ebenezer Backus. The following statement shows the number and amount of attorneys' fees and judg't in each case, and the amount made out of personal property and real estate on each execution :

	No.	Atty's Fees	P of R	Judg't	P of R	Made out of Person'lty	Realty	Bal.
562 to 580	7136	$20	569	$2634.93	573	$1414.37		$1220.36
581 to 598	7137	50	587	1397.91	592		$1397.91	
598 to 611	7138	20	605	818.28	609	818.28		
611 to 624	7139	50	618	616.57	622	616.57		
325 to 636	7140	50	630	533.88	634	533.88		
636 to 649	7141	40	644	502.90	648	502.90		
651 to 661	7142	50	656	821.04	659	821.04		
662 to 672	7143	30	668	754.73	672	754.73		
673 to 685	7144	30	679	473.45	683		473.45	
606 to 690	7145	50	693	230.00	696–8	230.00		
		390		8783.09				

626 The note and warrant of attorney in No. 7140 is signed as follows:

629 "Alvin Woodworth,
Erasmus Woodworth,
By A. Woodworth, his Att'y in fact."

Affidavit of Geo. W. Gorton of execution of warrant of attorney is as follows :

STATE OF ILLINOIS, } ss.
KANE COUNTY. }

628 George W. Gorton being duly sworn saith that he is acquainted with the handwriting of the within named Alvin Woodworth and Erasmus Woodworth, and that their names as they appear subscribed to the within note and power of attorney are genuine.

GEO. W. GORTON."

638 Judgment in No. 7141 was entered upon two notes and powers of
641 attorney.

654 The note upon which Judg't No. 7142 was entered, is signed in the name of the firm, "E. & A. Woodworth." The warrant of attorney is
655 only signed "E. Woodworth."

656 The affidavit is as follows: "Geo. W. Gorton being duly sworn, saith, that he is acquainted with the hand writing of E. & A. Woodworth, and that their names, as they appear, subscribed to the within note and power of attorney, are genuine."

676 The note in Judg't No. 7144, is signed as follows:

"EBENEZER BACKUS,
E. & A. WOODWORTH."

678 The warrant of attorney is signed the same.

679 The affidavit of execution of note and warrant of attorney, is like, word for word, that in No. 7140.

689 Nothing said about signature of Backus. Judgment, however, is entered against Backus.

700 All of Fridley's executions, except Nos. 7147 and 7144, were levied upon the assigned personal property, Jan'y 23d, 1860, and returned
575 Feb. 11th, 1860, satisfied by sales thereof, except No. 7136, upon which $1,414.37 only was made, as by the return. The levy describes the property in general terms—no inventory taken—see levy on page of record 574.

575 Alias execution on No. 7136 was issued, and by Sheriff levied, Jan'y
579 14th, 1861, upon

Lot 1, Bl'k 3, Lake's add.
" 12, " 5, Holbrook's add.
" 10, Kinsbury's Sub. of Bl'k 27, Stephenson's add.
" 7, Hind's " " " 28, and 29, " "

and as judg't creditor—these lots were on the 18th Feb., 1861, redeemed
580 from a sale made on execution, in favor of Brooks & Breed vs. E. & A. W., for $22.57, and then sold on said Fridley execution (7136), for $22.57, and execution returned not satisfied.

592 Executions No. 7137 and 7144 were on the 16th day of Feb., 1860, levied upon 3¾ acres (Alvin Woodworth's residence), Lots 3 and 4, Bl'k 2, (Erasmus' residence,) Lot 2, Bl'k 5, Hall's addition.

592 593 A jury was called on Ex. No. 7139, in pursuance of the law in relation to homesteads, and decided that Alvin's residence was indivisible, and worth $6,500. After these proceedings, Sept. 15th, 1860, his residence was sold on Ex. No. 7137; Taylor, Butterworth, Keith and Snell bidding the same off at $2,250, and lots 3 and 4, blk. 2, and lot 2, blk. 5, were also sold, and bid off by them at $225, and both executions returned satisfied, by sale of land, Sept. 15th, 1860.

594, 595 596 684 685

573 580 All of the executions are returned satisfied, except No. 7136—upon which there was, and is a balance unpaid, of $1,220.36.

697 Promissory notes made by E. & A. Woodworth to J. Goodwin & Co.—the dates, amount of principal, when payable, rates of interest, and endorsements are as follows:

Dates.	Am'ts.	Payable.	Int.	Endorsements.
Jan. 1, '58.	$236.48.	7 months.	10.	$50.00, April 25, '59. 22.00, May 13, '59.
"	"			105.84, " 17, '59.
"	"			25.00, June 5, '59.
699 July 1, '59.	1,203.16.	10 months	10.	
"	1,203.16.	8 "	"	
"	1,203.16.	6 "	"	
700 Nov. 5, '59.	994.54.	8 "		Guaranty of payment to C. V. Dyer, Nov. 1859, by J. Goodwin & Co.
Nov. 5. '59.	994.54.	6 "		" $500, and guaranteed as above.
Jan. 1, '59.	839.07.	9 "		collection guaranteed by J. Goodwin & Co.

Notes objected to by def'ts.

701 Transcript of bill in chancery, in Kendall Cir. Court, filed by E. & A. Woodworth vs. Jas. H. Huntoon, Mary P. Huntoon, Edward D. Huntoon, and Josiah Stephenson, June 24th, 1861.

Bill alleges that, May 18th, 1857, E. & A. Woodworth loaned of said Jas. H. Huntoon, $2,500, for two years, at twenty-four per cent. per annum, interest, and that therefor said E. & A. Woodworth gave him
702 their promissory note for said principal and interest, that is, for $3,700, payable two years after date, without interest; and to secure the same, they and their wives executed a trust deed to Edward D. Huntoon, upon certain real estate, (the same known as the stone shop property). That
703 by the laws of this State, there was usury in said note, and said contract of loan was usurious.

That said Jas. H. Huntoon, in 1859, before maturity of note, and to
704 prevent E. & A. Woodworth setting up the defense of nsury to said note, assigned the same to Mary P. Huntoon, and afterwards, the note was assigned Josiah Stephenson, of New Hampshire, and aver that neither he nor Mary P. Huntoon were bona fide purchasers of said note, but received it, knowing the usury, and to aid J. H. Huntoon in collecting the whole amount of the note.

705 That on 29th June, 1859, E. & A. Woodworth paid on said note, $678.75.

That as they (E. & A. W.) compute said note, there is now due, $2,354, and that on the 1st March, 1861, *they caused* a tender of $2,360 in gold to be made to said Stephenson, which tender was made to S. W.
706 Brown, the agent of Stephenson, which was refused, and they aver that they are ready and offer to pay $2,500 with legal interest, deducting amount already paid, in full for said note, and offer to bring money in court.

That they (E. & A. Woodworth) have a direct and substantial interest in procuring said note, and the debt thereby represented to be canceled. That while the legal title to the (stone shop) property has passed from them, yet, that on the 1st June, 1858, the title of such property
707 then being in them, subject to said Huntoon trust deed, they executed another trust deed on same premises to Charles Patten, on which last trust deed a sale was had; and that they (E. & A. Woodworth) are liable on the covenants contained in said Patten trust deed, warranting the title free and clear.

708 They (E. & A. W.) charge, that Stephenson threatens to collect the whole note, and they claim an abatement on account of the usury.

709 They aver that the real estate in the trust deed (stone shop property) is of the value of fifteen thousand dollars.

And they pray for an injunction restraining sale under trust deed
710 of said real estate, and that an account may be taken, &c.

711 Bill sworn to by Alvin Woodworth, June 10th, 1861.

EXHIBITS TO BILL.

712 Trust deed to Huntoon, in usual form, authorizing sale.

EXHIBIT B.

719 Trust Deed to Charles Patten in usual form.

Both deeds are signed:

ALVIN WOODWORTH. [SEAL.]
SARAH A. WOODWORTH. [SEAL.]
ERASMUS WOODWORTH. [SEAL.]
SARAH WOODWORTH. [SEAL.]

726 Order of Judge, granting injunction, as prayed by bill, upon a bond in $2500 with Samuel L. Keith and Russel C. Mix, as obligors. Conditioned for payment of amount due upon note, &c., being filed June 24th, 1861.

729 Transcript of record of case of Cody vs. E. & A. Woodworth.

This record shows a judgment in favor of Hiram H. Cody vs.
737 E. & A. Woodworth, and Hiram Goodwin in Kane Co. Circuit Court for $459.23-100, May 22d, 1860.

738 Lester Gray testified as follows:

I know the complainants and most of the defendants; reside in Aurora, and have resided there and vicinity 18 years; own, and have bought and sold real estate there. Know the stone shop property; the lots are equal to 6 business lots; the property in November, 1859, was worth $17,000; lots without buildings worth $5000; can't tell what the property would sell for at forced sale. Money was scarce then.

739 M. M. Ravlin testified as follows:

I live in Aurora; know stone shop property; worth, in November, 1859, $18,000 to $20,000; can't say what it would have brought under the hammer, or at forced sale.

Alvin's homestead was worth $6,000; this was offered for the property in 1858.

740 George Tarble testified as follows:

Have lived in Aurora eighteen years. I built the stone shops. The premises were worth, in the fall of 1859, $16,500. I don't know any one who would have given $16,500 for that property, in 1859, cash.

740 William A. Tanner testified as follows:

In November, 1859, I think, the shop property was worth from $18,000 to $20,000. I have lived in Aurora twenty-nine years. From 1857 to 1859, I think, there was no depreciation in property in West Aurora. I don't know how much the property would have brought.

740 Joseph Rising testified as follows:

I think the stone shop property was worth $18,000 to $20,000. I don't know of any one who would have given that sum for it, in 1859. I don't think there was much difference in the value of real estate, in Aurora, between 1857 and 1860. I have bought and sold real estate there.

741 William MacMicknew testified as follows:

Have lived in Aurora fifteen years. The stone shop property (three shops and dry house,) was worth from $18,000 to $20,000, in the fall of 1859. From 1857 to 1860 I don't think there was much depreciation in the value of property. I don't know what any one would have paid for the property, in cash.

741 J. H. Montgomery testified as follows:

The shop property, in the fall of 1859, I think, was worth about $18,000. I could not state what the premises would sell for, cash.

742 John Jones testified as follows:

The shop property was worth, in the fall of 1859, $14,000. I would have given $12,000 for it on a speculation, if it had been offered to me. I understood, from Patten, that the other parties, Taylor, Butterworth & Co., would get it. I understood the trust deed was $3,500, and that it was the only lien. I was thinking of bidding on the property when I talked with Patten; he said it was not worth while.

742 Clark Wilder testified as follows:

Premises worth, in 1859, $15,000. Don't know that it could have been sold for $10,000, at a forced sale, cash.

EVIDENCE ON PART OF DEFENDANTS.

743 Ira A. Buck testifies as follows:

Have resided at Aurora 21 years. I know the shop premises in the fall of 1859. I think their cash value was $10,000. I don't think it could have been sold for that. I think the real estate was worth from $2,000 to $2,500. The stone shop I think was not worth more than half of its cost. I think the property would have brought an interest on $10,000. There was no sale of real estate in Aurora in 1859.

743 Joseph G. Stolp testified as follows:

Lived in Aurora. I know the Stone Shop premises. Cash value thereof was from $9,000 to $10,000. I doubt whether you could have sold it for over $9,000; don't know of a man who would have paid that for it. We estimated the building at $10,000. The land with the old building in 1859 was worth $6,000. I paid for a lot $2,000 on the west side of the street. Property on that side of the street was worth more.

744 E. R. Allen testified as follows:

I have lived in Aurora 23 years. I know the Stone Shop property. I think it was worth $12,000. It would have paid interest on that. I do not think it could have been sold unless at a sacrifice. I do not know of any one who would have paid $12,000. I should have considered it a sacrifice of the property if it had been sold at less than $12,000. I think a prudent business man could have saved something over the incumbrances.

745 W. H. Hawkins testified as follows:

Have lived in Aurora 24 years; have bought and sold considerable real estate, and have had opportunities of knowing the value. I know the stone shop property. I can't say what it could have been sold for in cash, in the fall of 1859. I don't think for cash it would have sold for more than $8,000. I don't know any man who would have given that. I have estimated the property at $10,000 in 1859; in estimating at $10,000, we took into account the old shop and the dry house. The land would have been worth from $4,000 to $5,000.

746 Execution in favor of John E. Sutherland and Jas. B. Sutherland vs. E. & A. Woodworth, for $390.72 damages, and $7.30 costs, dated July 16th,
747 1859, issued by Kane Circ. Court, rec'd. by sheriff of Kane Co., by his deputy J. D. Andrus, July 16th, '59. Levy made upon certain property
746 described, Oct. 1st, 1859. No property returned sold on it, but receipt of plaintiffs therein, of payment, Jan'y 21st, 1860.

748 Bill of sale of personal property, signed by J. D. Andrus, as deputy sheriff, John Swain acting as clerk, headed:

"Mr. A. Taylor;

Bought at sheriff's sale upon executions B. F. Fridley vs. Erasmus and Alvin Woodworth,—(then follows a list of the property, running from page 748 to 777, and is footed up as amounting to $5,443.76; the list is omitted.)

777 And then follows a receipt, to wit: "Received the above amount in full of A. Taylor.

February 11th, 1860. E. J. ALLEN, Sheriff.
Per J. D. ANDRUS, Deputy."

Execution issued by clerk of Superior Court of Chicago, Sept. 10th, 1859, in favor of Holden and Bishop against E. & A. Woodworth, for
778 $214.49 damages, and $7.85 costs, directed to sheriff of Kane Co., and
779 rec'd. by the sheriff, Sept. 11th, '59, and by J. D. Andrus, deputy, levied on the 29th Nov., '59, upon some lumber wagons, and 5 bob sleighs.

No sale is reported, but pl'ffs. receipts $227.34 in full, of their damages, Jan'y. 26th, 1860.

780 Certificate by the clerk of Kane Circ. Court, dated March 29th, 1860,
781 of the memorandum upon the judgment docket, in case of Fridley vs. E. & A. Woodworth, No. 7136, 7137, and 7144, purporting to be an assignment of balances of said judgments by Fridley to Abner Taylor, dated
782 February 13th, 1860.

A. A. Dexter's deposition taken Sept. 1860, before J. G. Barr.

1. Name; age, 42 years; am constable and city marshal, and reside at Aurora; know parties.

2. Was elected in the spring of 1859, and have been constable since.

783 3. Think I heard of E. & A. Woodworth making an assignment to Mix & Plum, in fall of 1859.

4. I had several executions in my hands against E. & A. Woodworth, before the making of the assignment; can't say exactly how many; think nine or ten; the total amount of them, costs, interest and all, was $475 and some cents, I think. I can't tell the amount of each, nor in whose favor. Some were from Baldwin's docket, some from Fitch's, and, I think, some from Esq. Burr's. There was one in favor of Hanchett.

784 5. I had a memorandum, and perhaps have now, from which I could tell the amounts of the executions, the courts issued from, and in whose favor they were.

6. I collected them all (executions).

7. I had to levy upon personal property of E. & A. Woodworth, in order to collect them.

8. I also advertised and sold the property.

9. I sold it at public auction, to the highest bidder. The sale was open to all bidders, without hindrance.

10. I know of no obstructions placed in the way of bidders.

785 11. Part of the sales were well attended, and others but few. The sales were at different places, on different executions.

12. The most, if not all the property, was bid off by Abner Taylor.

13. I understood that the property sold by me was a part of the property assigned by E. & A. Woodworth to Mix & Plum. Mix & Plum had charge of it as assignees.

14. I will search among my papers for the memorandum of the executions, and report here to-morrow morning.

15. I have found the memorandum.

787 16. I will give a copy, as near as I can, of that memorandum of the executions, and attach the same to my deposition, signing each leaf of the copy.

17. I think I sold the property mentioned in the memorandum. I won't be positive about it.

CROSS EXAMINATION BY COMPLAINANTS.

1. The sale was not made at the time Sheriff Andrews' sale was. It was at or about the same time.

787 *Cross examination of A. A. Dexter, by Complainants, on the 29th day of December, A. D.* 1863.

1. I have been examined before in this case.

2. I was examined before James G. Barr, I believe, on the tenth and eleventh days of September, 1862.

788 3. I stated at that time that I was a constable in 1859 and 1860, and, as such, had executions in my hands against E. & A. Woodworth, and that I made sales of property on said executions.

4. At those sales, I recollect that Mr. Taylor wished to be present. I understood from him that he wished to bid off the property, so that it should not be sacrificed. Once, when I was selling some property, he stepped out, and did not want me to sell; not to knock it down till he returned. He wanted to bid it off, unless it brought a fair price from somebody else.

789 5. I think, on two or three of the executions, Taylor came to me and got the amount of money I wanted to make on the executions, and then bid the amount upon the property.

6. I think the assignees commenced selling the morning I was closing up. I do not recollect that Taylor, at the time, claimed to own the property subject to the executions that Andrews and I had. I recollect that he took a good deal of interest in the property, as a plaintiff would, and bid in the property when he thought it was going to be sold for less than it was worth.

790 7. Mr. Plum, I recollect, was at the sale a portion of the time.

Executions in the hands of A. A. Dexter, constable, against E. & A Woodworth, as follows:

One	in	favor of	J. L. Hanchett,	for	Judg't and	costs, $105.67.
"	"		A. P. Moffett,	"	"	" 28.98.
"	"		L. Titsworth & Son,	"	"	" 6.17.
"	"		Charles Perkins,	"	"	" 82 .7.
"	"		C. H. Stoughton,	"	"	" 92.60.
"	"		Tanner & Rice,	"	"	" 33.05.
"	"		Harriet Allaire,	"	"	" 71.47.
"	"		City of Aurora,	"	"	" 48.32.
"	"		John Gray,	"	"	" 6.99.
						$474.99.

782 See admission of parties, attached to A. A. Dexter's deposition.

790 *Deposition of Justis D. Andrus, taken on the 18th day of Oct., A. D. 1862, at Springfield, before the clerk of the circuit court of Sangamon County, Illinois.*

No one present for compl's.

1. Justis D. Andrus; age, forty-eight; residence, Aurora.

2. I was acting as deputy sheriff in Kane Co., A. D. 1859 and 1860.

3. I, as deputy sheriff, made a sale in 1860, under an execution in favor of B. F. Fridley against E. & A. Woodworth, on the 6th day of Feb., for about $11,500, as near as I can recollect.

791 4. The property I sold, was horses and wagons, material for making wagons, an engine, blacksmith tools, together with nearly all kinds of personal property. Sold the horses separately, also wagons; the material for making wagons in small quantities; tools in sets.

5. I knew of no combination or collusion on the part of the persons present, bidding, to get the property at less than its value.

791 *Deposition of Charles Vanderlip, taken on the 10th day of September, 1862, at Aurora, before J. G Barr, J. P.*

1. My name is Charles Vanderlip; age, 28 years; occupation, blacksmith; residence, Aurora, Kane Co., Illinois.

792 2. I was in the employ of E. & A. Woodworth six years previous to the time of their assignment in the fall of A. D., 1859.

3. I was in the employ of the assignees as foreman from the time of the assignment until Taylor, Butterworth & Co. took possession of the shop.

4. There was a sale made by Mix & Plum of the personal property which E. & A. Woodworth had assigned to them. I was present at the most of the sale. I cannot give the time.

5. The property was offered for sale to the highest bidder.

793 6. I don't remember about the sale being advertised.

7. Some of the time there was quite a number of people attending the sale, and some of the time but a few. I don't remember how many.

8. The sale was conducted by offering the property in separate pieces. At first there were no bidders, then it was offered and sold in a ump.

9. The manner in which the property was offered was by offering E. & A. Woodworth's interest. The articles were read over from a list taken at the inventory, each article, as a lot of wheels, then a lot of spokes, and so on were offered each kind by itself.

10. Mix & Plum were a part of two days making the sale.

794 11. There was an opportunity offered to every person that wanted to bid at the assignees sale.

12. I don't remember whether the complainants, Jeremiah Goodwin and Newton Goodwin, were present at the sale.

13. I should think the complainants place of business was distant from the place of said sale about twenty rods.

14. I don't know whether they knew the sale was going on or not.

CROSS EXAMINATION.

1. In my answer to the 9th interrogatory, in speaking of inventory, I refer to the inventory of personal property. It was made by John Swain and Van Click mostly.

795 2. I assisted in making some of the inventory, to-wit, a lot of buggies and wagons, and buggy and wagon stuff in the new shop, outside of that I had nothing to do with it.

3. The value we fixed upon the property inventoried by Swain, Vanclick and myself, was just and fair, as we supposed at the time.

4. That inventory and valuation was handed to Mr. Plum.

5. I heard no expressions from the persons present at the assignee's sale, in regard to the fairness or unfairness of said sale.

6. Whether the people generally went away before the property was sold, because they felt they could not safely bid, I don't know.

796 7. I was present when Plum brought out into the street two horses, and Sheriff Andrews interfered.

9. I kept no memorandum of the sale.

10. I was at the sale which took place at the new stone shop, and the old blacksmith shop. I can't say whether I was at the Harroun building or not.

11. I don't know of anything in particular that occurred at the sale that caused me to notice how things were managed, or what was going on.

797 12. I saw a lot of spokes, wheels, and some wagons and buggies, and wagon materials bid off. Taylor bid off most of the stuff. I don't remember any one else. It was sold in lots. A dollar was the most per lot for the most of the stuff; one lot was bid off for two or two and a half or three dollars. John Woodward bid against Taylor on that lot.

13. What stuff there was in a room was bid off in one lot.

14. *Question.* Was the price that it was bid off at, the one thousandth part of its value?

Answer. That would be a pretty hard question to get at—some lots I should think it was.

15. I did not know from anything that I heard Taylor, or Butterworth, or Keith, or Snell, or Mix & Plum say at the time, why the property was sold in the manner and for the price it was.

798 16. I did not hear it talked among them to the effect, that they, as well as E. & A. Woodworth, wanted the property to pass into the hands of Taylor, Butterworth & Co.

17. I did not hear it talked among them, that it would be better for the Woodworths and for Aurora, that Taylor, Butterworth & Co. should have the property and carry on the old business at the same place.

798 *Deposition of John Jones, taken on the 10th day of September, 1862, at Aurora, before J. G. Barr, J. P.*

1. My name is John Jones; age, forty-three years; occupation, farmer; residence, Aurora, Kane County.

2. I know the complainants, also Erasmus Woodworth, Alvin Woodworth, Russel C. Mix, and William V. Plum.

3. No! I do not know that E. & A. Woodworth made an assignment to Mix & Plum, in the fall of 1859; I saw the advertisement that they were assignees.

799 4. I saw the deputy sheriff of Kane Co., selling some of the property, in the fall or winter of 1859. I bid on some of the property, and bought a wagon.

5. I am not accustomed to sheriff's sales. I bid the highest price for the wagon; as for the rough property, I don't know anything about the value of it. The wagon I gave a tolerably fair price for; not as much as we usually give at private sale. I gave $55 for it.

6. There might have been thirty, there might have been fifty persons attending the sale.

800 7. I didn't see any obstruction in the way, to prevent people from bidding while I was there.

8. I didn't see much of the finished work sold. There were some half dozen wagons sold, and I think two or three light wagons. The wagon I gave $55, I think could be bought at any time for about $70, or so.

CROSS EXAMINATION.

1. Justus D. Andrus was the officer that sold the property that I bid off.

801 2. Mr. Taylor and others bid against me.

3. I guess I did see property sold for less than its value, to persons other than Mr. Taylor; one or two wagons, and a lot of wheelbarrows, I think; they sold to the highest bidder.

801 *Deposition of Myron V. Hall, taken on the 25th day of September*, 1862, *at Chicago, before Calvin DeWolf, J. P.*

Complainants not being present.

1. Myron V. Hall; age, about fifty years; commission merchant, Chicago; am acquainted with all the parties to this suit.

802 2. In November, 1859, I resided at Aurora, and was engaged in the banking business.

3. With my brothers, Benjamin F. Hall, and Philip O. Hall. I had the general management and control of said business, under style of Hall & Bros.

4. I knew that E. & A. Woodworth made an assignment in the fall of 1859, to Mix and Plum.

5. At the time of the assignment, E. & A. Woodworth were indebted to the firm of Hall & Bros., about $3,500.

803 6. I had means of knowing, that previous to the assignment, B. F. Fridley had judgment notes against E. & A. Woodworth, amounting to about $8,000, with interest, and that judgments were obtained by Fridley, against said firm, for the principal and interest.

7. I think Fridley offered to sell his claim against E. & A. Woodworth for $7,000, subsequent to the assignment; and within a few weeks after the assignment, he made the offer to myself, and other creditors of E. & A. Woodworth; this offer was not accepted by the creditors.

804 8. I think Mr. Fridley required payment in from one to three years, with interest, secured by a joint endorsement of the preferred creditors, or the creditors interested.

9. I had numerous interviews with Jeremiah Goodwin, in regard to the proposition of Mr. Fridley, and he invariably declined entering into any arrangement, on the proposed terms of settlement, as agreed upon between other creditors of said firm.

10. There were meetings of the creditors in relation to Mr. Fridley's offer, held at the banking house of Hall & Brothers, in Aurora. Jeremiah Goodwin was present at one or more of such meetings.

805 11. I cannot state how many such meetings were held, but I will say that Jeremiah Goodwin was importuned and urged by myself to be present, and unite with the creditors of said firm in purchasing the claims of said Fridley, and in continuing the establishment of said firm of E. & A. Woodworth, for the benefit of the creditors.

12. I was present at the sale at Geneva, of the stone shop property, under a trust deed, by Patten.

13. Mr. Fridley's offer to sell his judgments to the creditors for about $7,000, was pending, and open at the time of the sale, by Patten, of the shop property.

806 14. At that time, there was a negotiation pending with Fridley, in relation to such purchase. There was no meeting of the creditors, with special reference to those matters, after the sale.

15. I think, at the time of the assignment, the stone shop property could not have been sold for over $6,000, cash.

16. At that time I had bought and sold large amounts of real estate in Aurora, and I claim to have known the relative value of real estate at Aurora.

17. In the fall and winter of 1859 I was acquainted with the condition of the money market of Aurora and vicinity.

807 18. At the time E. & A. Woodworth assigned to Mix and Plum, I had a knowledge of the amount of their assets.

19. It would have been decidedly impossible to have raised, within 90 days after the assignment, $25,000 in money on the security of the property assigned to Mix and Plum, with ten per cent interest.

20. I do not believe, the property assigned to Mix and Plum could within 90 days after the assignment have been sold for cash at forced sale for enough to pay all the liens taxes, mortgages, &c., upon the same.

808 21. Mix and Plum were knowing to the Fridley proposition, but they made no objections to the creditors taking the property, and making an arrangement with Fridley.

809 Trust deed, dated June 1st, 1858, executed by Alvin Woodworth, and Sarah A., his wife, and Erasmus Woodworth, and Sarah, his wife, to Charles Patten, to secure the two promissory notes, mentioned in complainants' bill of complaint, to J. G. Wilson. This deed is in the ordinary form, and authorizes sale, on default of payment of notes, after advertising sale 20 days—same deed upon which Patten sold.

814

815 Trust deed, dated May 18th, 1857, made by E. & A. Woodworth and their wives to Edward Huntoon,—same deed heretofore mentioned and described in the bill in the case, and in the bill filed by E. & A. Woodworth vs. Stephenson and others—Kendall Circ. Court.

821

822 Tax receipt, dated May 14th, 1860, signed by Adin Mann, County Treasurer, Kane Co., acknowledging receipt of payment of $164.91 from Taylor, Butterworth & Co., for tax on real and personal property, for 1859, West Aurora, to wit: lot 7, block 1; lot 12, block 1; lot 2, block 5, Hall's add.—and personal—

823 Tax certificate, issued by city of Aurora, of sale of same real estate for city tax for 1859, for about $59. Dated March 19th, 1860, and assigned by purchaser to Taylor, Butterworth & Co., May 9th, 1860.

Master's certificate of sale, of Alvin Woodworth's house and lot (residence) on decree in Kane County Circ. Court in case of Erastus Judson's vs. Erastus Woodworth, Sarah A., (his wife,) Fridley, Mix, Plum, Taylor, Butterworth, Keith and Snell.

824 The Master reports, that in August 1861 he sold the premises to Erastus Judson for $1316.70.

826 On the certificate appears the following: "For value received I assign the within certificate of sale to Thomas Snell, and authorize him and his assigns to receive a deed thereof. ERASTUS JUDSON."

Bill was filed by Judson, in Kane Circuit Court, May term, 1860, to foreclose mortgage on house and lot of Alvin (3¾ acres) and avers the
827 mortgage was given to secure a note for $2,000, dated Nov. 26, 1856, payable 3 years from date with interest at 10 per cent, made by Alvin and Erasmus Woodworth to Judson, and makes persons above named parties defendants and prays that an account may be taken and premises
830 sold to pay amount found due.

831 Alvin Woodworth and wife answer separately, and the answer admits giving note and mortgage for $2,000, and avers that the note was
832 given for $2,000, borrowed money of Judson, at 20 per cent interest, and that beside the $2,000, Alvin and Erasmus Woodworth for the extra interest and without any other consideration gave Judson another note
833 for $600 of same date and payable at the same time, and the answer sets
834 up usury as a defense and claims payments by them on the two notes of $916.67, and aver that there was then $1,000.33 and no more due on
835 said notes and mortgage, which they offer and say they are ready and
836, 838 willing to pay, and they claim homestead. Answer sworn to Dec., 1860.

REPLICATION TO ANSWER.

839 Mortgage to Judson by Alvin Woodworth and wife and note by
845 Alvin and Erasmus.

846 Decree finding $1,250 due on note and mortgage and ordering sale
849 of premises, May term, 1861.

849 Sheriff's deed, on Brooks & Breed execution sale.

1. It recites recovery of judgment, April, 1859, in Aurora City Court, in favor of Brooks & Breed, vs. A. Woodworth, J. G. Stolp. Issuance of execution and levy, September 27, 1859, on

850 Lot 1, block 3, Lake's addition.
" 12, " 5, Holbrook's "
" 10, " Kingsbury's subdivision, block 27, Stephens' addition.
" 7, " Hinds' " " 28, " "

And a sale thereof, October 27, '59, to Brooks & Breed, for $20; and re-
851 cites recovery of judgment by Fridley (No. 7136—see pages of Record, 569 and 575–9, 582); execution and redemption from said sale, as judgment creditor, and sale, and purchase by Abner Taylor, Feb. 18, 1861,
852 for $22.57; and recites that Sheriff (D. Clark), in pursuance of the sale,
853 makes the deed of said lots to Taylor, February, 1861.

854 Certificate of Clerk and Treasurer of Kane county, dated May 14, 1860, of sale made May, 1860, of lot 12, block 5, Holbrook's addition, for $1.30 tax, due and unpaid for 1859; sale made to L. Baldwin, and, by
855 him, certificate assigned to Keith & Snell.

856 Receipt of payment of tax on said lot, for 1860.

Notice of the above tax sale.

857 Certificate of Clerk and Treasurer of Kane county, dated May 14, 1860, of sale made same month, of lot 1, block 3, Lake's addition, for
858 $1.30 tax, unpaid for 1859; sale made to Geo. Wilder, and, by him, assigned to Snell & Keith.

City tax receipt, for redemption of said lot, from sale for city of Aurora tax, 1859—97 cents; Snell & Keith.

859 Receipt of payment, to city of Aurora, of $9.62, for taxes for year 1861, on real and personal property, by Keith & Snell, dated April 12, 1862.

860 A 56 cent tax receipt, paid by Snell & Keith, 1862.

860 Certificate of Clerk and Treasurer of Kane county, of sale, in June,
861, 862 1861, for an unpaid tax of 11 cents, for 1860, of lot 10, block 27, Stephenson's addition, to L. Baldwin, and assignment of certificate by him, to Snell & Keith.

Deed of Sheriff of Kane county, to Snell & Keith, by virtue of sales on Fridley executions (No. 7137 and 7144—see pages of Record, 592–3–4–5–6, and 684–5), made 15th September, 1860, of 3¾ acre lot (Alvin's residence), and

Lot 2, block 5, Hall's addition.

863 It recites sale, as above, to Taylor, Butterworth, Keith and Snell, for $25 75, and an assignment of certificate by Taylor & Butterworth to Keith & Snell.

865 Deed dated May 13, 1862.

Wm. M. Missery testified as follows:

866 I live in Aurora, in a house fixed up by Keith & Snell a year ago last summer. I should think that the improvements put on by them were worth $1,200.

CROSS EXAMINATION.

867 I moved to Aurora in October, 1862; formerly lived in Iowa. Tay-
868 lor lived there in 1859.

869 *Deposition of Charles Patten, taken on the part of the defendants, on the 12th day of Sept.*, 1862, *at Aurora, before J. G. Barr, J. P.*

1. My name is Charles Patten; age 48 years; am a merchant; reside at Geneva.

2. I know the property known as the big stone shop.

3. I had title to it, as trustee, in a trust deed. Had such title but once.

4. There was $3,000 and the interest secured by that trust deed.

5. Default having been made in the payment of the money secured
870 by the trust deed, I advertised under it, 20 or 30 days, don't know which. I think in the Aurora Beacon, a public newspaper. I suppose the sale was generally known. There was quite a number of persons, I should think ten or a dozen present. Don't know whether they came to attend the sale, was no attempt to stop it. Property was struck off to Butterworth, don't remember whether there was a firm to his name or not. Think the deed was made out in his name.

6. Think the property was struck off for $3,300 or $3,400. It was for the amount due on the note and expenses.

871 7. I made to the purchaser a deed of the property, and supposed that it correctly stated the transaction.

8. I was paid the money, I suppose, by Butterworth.

9. I was not a party to any combination, to cheapen the property at the sale; had there been such a conspiracy I presume I should have known it. Am not certain.

10. At the time I got the trust deed of Woodworth, I did not know of a trust deed on the property to E. D. Huntoon. If I had I would not have advanced the money, for I would not loan money on any property as a second mortgage or trust deed.

872 11. Before making the loan, I got an abstract of the title to the property. It made no mention of any mortgage or trust deed to Huntoon.

12. I gave notice to Mr. Wright, when I discovered this first trust deed (to Huntoon). My impression is I wrote him that in case of failure to realize the amount from the property, the parties would look to him to pay it.

13. I was loaning the money as agent for another party.

873 14. I have examined the property; would have been willing to loan $6,000 upon it.

15. I do not mean $6,000 in addition to the Huntoon Trust Deed.

16. I have resided in Kane county nearly 25 years; business, a merchant; have had some experience in real estate and money transactions.

CROSS EXAMINATION BY COMPLAINANTS.

874 1. I could not know positively before the property was put up that Butterworth was going to bid it off.

2. I suppose that some person (who, I could not tell,) interested in the Woodworths would bid off the property.

3. I can't say that I had heard it was some friend of the Woodworths that was going to bid off the property. I had an impression, perhaps a knowledge, that it would be purchased by some one interested in the property, or in the Woodworths.

875 4. I cannot say certainly from whom I got that impression or knowledge. I had conversations with Alvin Woodworth, Luther Dearborn, Benjamin F. Fridley and with Mix & Plum, but don't know of whom I got the impression.

5. At, or about the time of sale, Butterworth showed me some certified checks, I think on the Marine Bank, Chicago, and asked me if I would take them.

6. I cannot say with certainty, but it might have been that at that time and in that conversation Butterworth told me that he was going to bid off the property, or it was arranged he should bid it off.

7. I think the loan that was secured by the trust deed was drawing ten per cent. interest.

876 8. Ten per cent. interest on the face of the papers was charged on the original loan secured by the trust deed.

9. $3,000 was loaned.

10. Can't tell with any certainty when the interest was paid. It was about the time it became due.

11. I think the way of it was, 20 per cent. was charged on the $3,000, payable $300, six months after date of the note, and $3,000 and ten per cent interest one year after date of the note.

877 12. I am not particularly acquainted with the value of property in Aurora, but have a general knowledge of it.

13. I have sold other property in Aurora beside said shop.

14. I had some knowledge of the value of property in Aurora in 1859, and have had more since.

15. Mr. Alvin Woodworth told me the property cost $18,000.

878 16. He might have made the distinction that the building, aside from the grounds cost that, I do not recollect it.

DIRECT EXAMINATION RESUMED.

17. I do not recollect whether or not Butterworth showed me the certified checks.

18. The $300 note was separate. The sale was for the $3,000 and interest, at ten per cent., and expenses of sale.

19. The $300 note was never paid.

879 20. I gave up that $300 note to Alvin Woodworth, without his paying for it.

21. I gave up a note to Mr. Woodworth, that was given in this transaction, without any consideration.

22. Real estate had decreased in value between the time I took the trust deed, and the time of sale, under it.

CROSS EXAMINATION RESUMED.

17. After the trust deed was executed, Mr. Woodworth gave me a note for $300, as extra interest on the money loaned.

18. My impression is, that at the end of a year, when the note was due, he gave me a further note of $300. I don't know whether it was payable at six or twelve months.

880 19. This note I gave up.

20. "If the assignees—that is, Mix & Plum—or either of them had requested you to postpone the sale of the stone shop premises, on the trust deed, for a month or two, with a view of giving them time to see what they could do towards raising the money to pay the debt, would you *have done it?*"

Ans. I would undoubtedly have been willing to grant any such favor as Mix & Plum, as assignees of Woodworth, might have asked, of that nature.

DIRECT EXAMINATION RESUMED.

23. I do not recollect whether I postponed the sale or not; if I did, probably it was at the request of some parties interested in the business.

881 SUBSEQUENT EXAMINATION, March 3d, 1864.

4. I am very sure the sale was postponed some two or three weeks.

882 5. My belief is, that it was postponed at the request of the Woodworths and their assignees, after consultation.

6. My opinion is, that the property was advertised to be sold on the 10th day of Dec., 1859, and sold on the 24th.

882 *Deposition of William B. West, taken in behalf of defendants Keith and Snell, on the 12th day of September*, 1862, *before J. G. Barr, J. P. at Aurora.*

1. Name, William P. West; age, 55 or 56 years; occupation, banking; residence, Geneva, Ills.

2. Have resided in Kane County, engaged in loaning money and forming judgment upon securities, between 27 and 28 years.

883 3. I think I am somewhat acquainted with the views of monied men in relation to securities in this Co.

4. I think it would have been very unlikely that a person having money to loan would loan it ($20,000), upon such ($20,000, at ten per cent. upon village property, consisting of a dwelling house and wagon shop property, if it had been called to be worth $25,000), security; but it might have been negotiated through friends of the parties east.

5. I know the stone wagon factory property.

884 6. Taking the chances of getting the money out of that property itself, I don't think I should want to loan over from $3,000 to $5,000 upon it.

CROSS EXAMINATION.

1. As a general rule, in loaning money upon real estate security, we do not want to advance more than from ½ to ⅔ its value.

2. I should prefer to loan money upon land, that cannot be burned or destroyed. I should advance nearer the value upon land than I should of village property.

3. I am not particularly acquainted with the current value of real estate in Aurora.

DIRECT EXAMINATION RESUMED.

885 7. I should prefer good farming lands to the village property, with a policy of insurance upon it, in a known solvent company, as collateral to the property itself.

885 *Deposition of Edward Gillette, taken on the 11th day of September*, 1862, *at Aurora, before J. G. Barre, J. P.*

1. I have been examined before by the complainants.

2. In that examination I gave it as my opinion that the stone shop property was worth $18,000 or $20,000.

886 3. If there were incumbrances and liens on the stone shop property, to the amount of $20,200, when it was conveyed to Mix & Plum, as assignees, and the wives of the Woodworths had dower therein, then the title of Mix & Plum to it would be of no value.

886 *Deposition of Daniel Volentine, taken on the 11th day of September*, 1862, *at Aurora, before J. G. Barr, J. P.*

1. Daniel Volentine; age forty-nine; merchant; dealear in grain and provisions, Aurora.

2. Business and residence, in 1859–'60, same as now.

3. During those years I loaned money, and, as agent, loaned for others.

887 4. I was acquainted with the money market in Aurora, during those years.

5. I knew the views of money loaners at Aurora, and Eastern capitalists, in relation to Western securities.

6. The general rate of interest was from ten to twenty-four per cent.; some was loaned higher.

7. I did know, in the fall and winter of 1859–'60, the property known as Woodworth's big stone wagon factory.

888 8. I can't tell what amount of money others might have loaned upon that property, as the only security, at ten per cent., but I would not have taken it for $1000.

9. If it was encumbered by trust deeds for $7,000, then due, the property being the only security, I don't think that such a loan could have been obtained in this vicinity, on twenty days' notice, at ten per cent., in the fall of 1859–'60.

889 10. If the property was encumbered for $7,000, by trust deeds due, and sales advertised on them, and there were taxes and judgment liens, amounting to $13,000, in addition, and the dower of the wives of E. & A. Woodworth existing, I don't think the title of Mix & Plum would be worth one cent.

11. Assuming the property to be encumbered by trust deeds, taxes, judgment liens, and dower, as above supposed, it would not have been possible for Mix & Plum to have saved anything out of it (stone shop property).

12. For the last twenty years I have been a merchant, dealing in wool, grain, etc. My sales of goods have been near $100,000 a year. My wool, grain and provision trade has been much larger—from one to five hundred thousand.

890 13. I have endeavored to keep posted in relation to the money market, but have not paid much attention to securities till of late years.
[Objected to by plaintiffs' counsel.]

14. I have made it a point to speculate in every thing in my line of dealing.

15. The Stone Shop property is out of my line of dealing. I would not have been willing to pay near common estimated value for it in 1859.

16. I would not have been willing to pay over seven thousand dollars cash for it.

CROSS EXAMINATION ON THE PART OF COMPLAINANTS.

891 1. I have heard the common estimated value in fall of 1859 among the people of Aurora of the shop and premises, called twenty or twenty-five thousand dollars, or rather heard estimated cost to be that amount.

2. Aside from the question of dower, assuming the encumbrances and liens to be $20,200, I don't think the property was in 1859 worth any more than the encumbrances and liens.

3. I never examined the property with the view of ascertaining or making up my mind as to its value.

892 4. I borrowed from $50,000 to $100,000 in the fall of 1859 and early part of 1860; paid 7 per cent. when I hired it in the East and from 10 to 20 per cent. here.

5. In the fall of 1859 I hired principally at the East, but little here.

6. When I said I was acquainted with the views of Eastern capitalists in regard to Western securities, I meant capitalists of New York State and the New England States.

7. I do not mean to swear that I know all of the capitalists of New York and New England.

DIRECT EXAMINATION RESUMED.

893 17. I meant to say that I understood the general views of New England and New York State men about Western securities.

18. I have no recollection of hearing any one say that they wou d give any particular price for the shop property.

19. I never heard any person say, on whose judgment I had confidence financially, in regard to such property, that the shop was worth twenty-five thousand dollars.

CROSS EXAMINATION RESUMED.

894 8. I am acquainted with the premises formerly and now occupied by Alvin Woodworth and family.

9. I did examine the same with the view of determining its value.

10. It was worth about six thousand dollars in November and December, 1859.

11. I have talked with Alvin Woodworth about purchasing said premises.

12. He asked me $8,000 for it.

895 13. I would have been willing to give $6,000.

DIRECT EXAMINATION RESUMED.

20. If there was on the house a mortgage of $2,000 and two or three years of accumulated interest at ten per cent, judgment liens to the amount of $13,000, and unpaid taxes, dower of the wife of Alvin Woodworth, and homestead, I don't think the title of Mix & Plum was worth anything.

21. If there were encumbrances on the house and shop of mortgages, trust deeds, taxes and judgment liens, all amounting to $22,500, and homestead dower of the wives of E. and A. Woodworth, the quit
896 claim deed of Mix & Plum would not be worth anything.

22. I have frequently been in the shop. My place of business has been about twenty rods from it.

Deposition of Lawrence Weldon, taken on the day of, 1863, *at Clinton, DeWitt Co., Ill.*

896 1. My age is 34 years; residence, Clinton, DeWitt Co., Illinois; attorney.

897 3. Am acquainted with all the parties to this suit, except the complainants.

4. I was engaged in a professional capacity by Thomas Snell, in the fall or winter of 1859, to go to Aurora, to consult and advise with him, in relation to the purchase of some real estate and personal property in Kane County.

5. I was very intimate with him, personally, at that time, and had been his lawyer for two or three years.

898 6. The property he desired my opinion about, I think, was real estate, situate in the city of Aurora, known as the Woodworth property; the personal property consisted of materials for making wagons, buggies, tools for wagon shops, blacksmith shops, and between twenty-five and thirty head of horses.

7. My recollection is, that the property had been assigned by the Woodworths to Mix & Plum.

899 8. I have no recollection of any conversation, or concert of action between Taylor, Butterworth, Snell and Keith, and Mix & Plum in relation to negotiations for the purchasing of said property; if there had been, I think I should have known it.

9. I never heard, to my present recollection, any conversation or communication between Taylor, Butterworth, Snell and Keith and the assignees (Mix & Plum), so as to indicate to my mind, the state of feel-
900 ing existing between them; but if they had any communication between them as to get a title to the property, I did not know it. My recollection is that my advice to my clients was, that they had no right, or it was not their interest to have any communication with Mix & Plum—but they must buy the property, if they bought it at all, from Mix & Plum, in an open, fair sale.

10. I have been practicing law since A. D. 1854.

11. In negotiating for the property, or in getting it, there was nothing in the transaction between Taylor, Butterworth, Keith and Snell on the one part, and Mix & Plum on the other part, so far as I then knew, that would indicate to my mind, any fraud, so far as I was capable of determining what amounted to a fraud.

901 The purpose of my mission was to advise my clients in such a way, as that they would get a good and legal title to the property.

12. Taylor, Butterworth, Snell and Keith got title to the property by purchasing the shops at a sale on a trust deed; the personal property, I think they bought at a sheriff's sale, on executions, I think, from the circuit court of Kane County.

Int. 13. Was you present when the purchase was made under the trust deed? and state under what circumstances you attended the sale.

Ans. I was present at Geneva when the large shops in Aurora were sold under the trust deed; my recollection is, it was on the 24th day of Dec., A. D. 1859. I had been at Aurora two or three days before that time. Mr. Snell went to Chicago a short time after I got to Aurora, and I think returned to Aurora on the 23d of Dec.; that night
902 Snell, Taylor and Butterworth determined to abandon the purpose of buying the property. On the morning of the 24th we paid our bills at the hotel, Snell and I went to the depot for the purpose of taking the train for this place; the train was behind time; we then came from the depot down to the hotel, and Mr. Snell then changed his mind about coming home; we got into a sleigh and went to Geneva, and he bought the property.

14. I have no recollection of being separated from Snell, from the time we left the depot till we started for Geneva.

15. I don't think Mr. Snell had any intercourse with Mix & Plum after he had changed his mind and concluded to go to Geneva.

16. I think I was present when he bid on the property.

903 17. Mr. Snell, I understood at the time, purchased for the benefit of himself, Keith, Taylor & Butterworth; if there were any obstacles thrown in the way of the sale, I don't know it.

18. The shop is situated in the city of Aurora, on the west of Fox river, and on the south and east side of the street, is on the corner, and is a large stone shop next to the bridge.

19. I was present at the sale under the executions.

20. It seemed to be a fair sale.

904 21. My understanding was, that Keith & Snell were to furnish the money to purchase the shops; Snell went to Chicago, and as I understood, he and Keith got the money from some one in Chicago, with which the shops were purchased.

22. I think I was at Aurora three times, engaged as attorney in making the title to the property; first time in the early part of Dec.; next, when shops were sold; and last, when personal property on executions were sold.

905 23. Taylor, Keith & Snell, at the time, were not residents of Aurora.

24. Clinton, DeWitt County, is 140 miles from Aurora by R. R.

CROSS EXAMINATION.

1. I think I had acted as attorney for Taylor, previous to the time spoken of by me; never for Keith & Butterworth.

2. Snell and Butterworth had been and was then partners in Iowa. Butterworth had formerly been associated in business with the Wood-
906 worths. Snell and Taylor had been in business together; also, Keith & Snell. Snell became acquainted with the assignment of the Woodworths through Butterworth.

3. I think Butterworth became acquainted with the Woodworth assignment through the Woodworths.

4. I don't recollect distinctly of Butterworth's telling me so.

5. I think the Woodworths' object in communicating their circumstances to Butterworth, was a desire that Mr. Butterworth should have an opportunity of making purchase of property which they had assigned.

907 6. I think Snell, Butterworth and Taylor had communication with the Woodworths in relation to the purchase of the assigned property.

7. And in relation to the value thereof, and the facilities for carrying on the business in which they had been engaged, and the prospects of making money out of the farther prosecution of the business.

8. The Woodworths were solicitous that Snell, Butterworth and Taylor should purchase the property.

908 9 They represented the property as having cost a very large sum of money.

10. I don't recollect how much they said it would cost to obtain the title to the assigned property.

Int. 11. Were you apprised, at that time, of the amount of incumbrances on the entire property; and was it not understood, between the Woodworths and the parties whom you represented, that the property should cost your clients only those incumbrances?

Ans. My recollection is, that I then knew the extent of liens against the real and personal property. I don't now recollect how much that amount was. What may have been definitely understood between them, I do not recollect; but we were of the opinion that, if we succeeded in buying the real property, at the trustees' sale, and then closed
909 out the personal property under the Fridley executions—which executions were issued prior to the assignment to Mix & Plum—that that would get the property as against the assignment; and, I think, from my present recollection, that the Woodworths were of the opinion, which was communicated to us, that whoever controlled the trust sale and executions, would, in all probability, get the property.

910 As the attorney of the parties, my policy was to do what my clients did do, without reference to the assignees; that if the assignees, by their neglect or default, suffered the property to be sacrificed, they were the parties that should be answerable to the creditors; and my purpose was, to keep my clients disconnected from any movement, on the part of the assignees, which might, on their part, prejudice the rights of the creditors.

Int. 15. Was it not understood by you, as well as by your clients, that the assignees had acquiesced in the manner contemplated by your clients, in changing the title to the assigned property?

Ans. I don't recollect that I had any knowledge of any intended acquiescence, on the part of the assignees. *I did understand, however, from some source which I have now forgotten, that the assignees could not, or did not intend, to raise the money to protect the personal property against the executions, or the real estate against the trust deed.* I think I received this information from Mr. Woodworth.

911 *Int.* 16. Were there any apprehensions, of the slightest character, that the assignees would interfere with the contemplated purchase, by your clients, of all the property?

Ans. There were, as I now recollect, some questions to my mind, as legal ones, that I apprehended trouble from. My recollection is, that my clients understood, and believed, that the property would not be protected from sale by payment of the debts, and that the sale would take place.

17. I cannot say whether Mix & Plum were regarded as unfriendly to the purchase of the entire property by my clients.

18. Previous to my clients purchasing the property my impression is that the state of feeling between Woodworths and Mix & Plum was unfriendly.

912 19. I have no recollection whether the Woodworths desired to get the title of their asssigned property out of the hands of Mix & Plum. I know that they wanted Butterworth & Co. to succeed to *their business.*

20. I don't know that E. & A. Woodworth expected to be benefited in any manner by the purchase of the property by Taylor, Butterworth, Keith and Snell, except they were to be employed by them, and that they (the Woodworths) having been the partners of Butterworth they desired it should fall into his hands. What benefit they were to receive I don't know. I never heard any of the parties, Butterworth, Taylor, Snell or Keith, make any proposition of favor to the Woodworths, but I inferred that they expected some *favors.*

21. I don't know anything about any arrangement between the Wooodworths and B. F. Fridley, M. V. & B. F. Hall, and Chas. Hoyt, citizens of Aurora and business men on the west side, to change the
913 title of the property assigned from hands of assignees to that of my clients or Mr. Butterworth. I know that Fridley sold his claims to Taylor, Butterworth, Keith and Snell.

DIRECT EXAMINATION RESUMED.

1. I never heard anything definite from my clients concerning any interest, but I understood the parties (Taylor, Butterworth, Keith and Snell) to be acting for themselves, but that the Woodworths wanted them to buy the property because they expected that in carrying on the business that they might get some favors from them that they would not
914 get from other parties succeeding, and if they succeeded well in the business, then they might do something for them, or give them something.

CROSS EXAMINATION.

1. Alvin Woodworth is now in Clinton and has been present during my examination. Where he lives I don't know.

914 *Deposition of Robinson L. Carter, taken on the* 10*th and* 11*th days of September*, 1862, *at Aurora, before J. G. Barr, J. P.*

1. I have been examined on the part of the complainants in this case.

2. After our return from Geneva after the Trustees' Sale, Hiram Butterworth and I had a conversation in relation to taking off his hands the Stone Shop property which he had purchased at Geneva.

3. Butterworth offered to let me have it for $50 or $75 in advance of what he paid for it.

915 4. The offer was made the night after we came from the sale at Geneva.

5. I don't think that Taylor, Snell and Butterworth the next night or day offered to let me have it for just what it cost them in money, and that Snell and Taylor would make up to Butterworth the $50 or $75 that Butterworth paid for the money.

6. The night we came home from the sale Butterworth told me he would ask $50, $60, or $75 more than he paid for the property. He said he got the money in Chicago, if he used it he had to pay that for it.

916 7. I think B. F. Fridley before the sales were made of the personal property under his executions tried to have the creditors of E. & A. Woodworth, among whom were myself, Dr. L. A. Reeves, Jeremiah and Newton Goodwin, Hall & Brothers and other creditors purchase his judgments.

8. I did not hear Fridley offer his executions for eight thousand dollars on time, if I or the creditors would purchase them.

9. I heard from Myron Hall and others, I can't say who, that he made such an offer.

10. I cannot answer further than for myself and Mr. Reeves why the creditors, and particularly the Goodwins, rejected the proposition of Fridley.

917 11. The question of accepting Mr. Fridley's proposition was talked over among the principal home creditors.

12. There was a good deal said about the terms of the proposition, which was discussed and talked over among the home creditors as coming from Mr. Fridley. I think he asked $8,000; the terms of payment I do not recollect. He wanted we should give him security, all of us, I think.

13. My impression is that the rate of interest he wanted to charge was ten per cent.; wouldn't say positively.

918 14. The principal creditors, after discussing Fridley's proposition, did not accept it, as far as I know.

15. I think I talked over and discussed with Jeremiah Goodwin, Fridley's proposition.

17. I have no recollection of going over to the Empire House in the afternoon, the next day.

919 18. I or Dr. Reeves said to them the next day that it would be impossible to go up to Geneva and get the money in time for them.

19. When I told them that, they talked as if they were willing I should have the property, if I had the money to pay the next morning.

20. I don't know that I asked them to wait until I could go to Geneva and get the money. I think I said to them, I could go if they would wait.

920 21. I have no recollection of Mr. Snell being there during that conversation. I think Mr. Taylor and Mr. Butterworth, or one of them, said that they would throw off the $50 or $75, if I would take the property.

23. I had a part of the money, $600 to $800 to bid on it the day I was at Geneva, during the sale; the balance, whatever it might be, we were to have of West and Moore.

24. Jeremiah Goodwin was not at Geneva at the sale.

921 26. I saw him in the morning before we left, at 7 or 8 o'clock, and in the evening, after we came back from the sale.

27. I don't recollect whether I told him what had been done; I think I told him of Butterworth's offer.

28. Dr. Reeves, the Goodwins and myself were not acting together, in talking over and discussing the propriety of purchasing the shop property.

29. The conversation about bidding off the shop property was in reference to Reeves and I bidding it off for our benefit, and nobody's else.

922 30. The conversation last spoken of, in relation to taking the shop property off Butterworth's hands, was at the Empire House, I think.

31. It was some time in the fore part of the day, before 12 o'clock.

33. I don't think it was talked of about having until next day to close the trade.

34. I don't know Butterworth that evening said anything about having to replace the money in Chicago the next day.

35. The next day Butterworth said that he had agreed to return the money that day, if he did not use it, and he would have to go on the train, which went between two and three o'clock.

36 It is ten miles to Geneva. Roads were bad, neither sleighing nor wagoning at that time.

924 37 Dr. Reeves and I were worth at that time from $25,000 to $30,000, and were not in debt.

38 Our property consisted in real estate, mortgages and notes, and some money.

39 Our credit was good, so far as I know, in Aurora.

40 There were two banks in Aurora at that time.

41 The population of Aurora at that time was 7000 to 8000.

925 42 We tried to raise the money in Aurora, and made enquiries for it, but couldn't raise it in time.

43 We applied to Hall, Volentine, Bryant, Goodwin, Plum, Hawkins and others.

926 48 We said to Butterworth the next day after the sale, at the Empire House, that if we could raise the money, or they would give us time, we would take it off their hands, and Butterworth said that he had got to have money by the time the train went that day, that he promised to return the money, when he got it in Chicago, that day, if he didn't use it.

927 49 I think we could, from the time the proposition was made the night previous, have gone to Geneva and got back with the money before train time.

50 There was no person at the sale at Geneva, that I know of, who represented the Goodwins.

51 Newton Goodwin was not at the sales.

928 52 Dr. Averell, their book keeper, was.

53 Charles Goodwin was there; he has no business relations with complainants, I think; he is a brother to Newton Goodwin.

CROSS EXAMINATION.

1 When I returned from Geneva on the evening of the day of sale I saw Alvin Woodworth.

2 I taked with him about the sale of the shop property that evening.

929 3 I met him that evening near Hall's bank, in company with Dr. Reeves; I said to Mr. Woodworth that I was sorry that we didn't bid off the property instead of Butterworth. He said to us that we could have it now, if we wanted it. He said he could control the thing himself, and that he would go over that night and see Butterworth, and arrange it so that we could have it. He said he would go over with us. He did go over to the Empire House, I think, before we did.

4. It was in consequence of that conversation that I went over to see Butterworth.

6. From the bank he went up street, and said he would be back in a few minutes—we waited for him—he did not come back, and then we went over and found him there.

930 7. I found Butterworth, Alvin Woodworth, and I think Taylor there.

8. I think Alvin Woodworth introduced the conversation. I think he said we wanted to take the property off Butterworth's hands. I think Butterworth said we could have it, but we would have to pay about $50 or $60, as he would have that to pay for the money and expenses if he did not use it. He said as he said at Geneva, that he didn't care anything about the property himself; that he bought it to help the boys out of the scrape that they got into, or something to that effect.

9. I don't think there was anything said to me that night, that the money must be had at any particular time the next day.

931 10. I think we told Butterworth that night that our money was at the bank in Geneva.

11. It was not until the next day, when we told him that we would take the property—that he put the condition to it—that he must have the money before the cars went out.

12. We were in earnest and anxious to buy that property at that time.

13. We made up our minds at the time we told Butterworth we would take the property, that he did not want to let us have it.

932 14. We thought that he wanted to appear to be willing to let us have it, and yet not do so.

16. Dr. Reeves and I thought that property worth in the neighborhood of $20,000.

17. We should have taken the property if we could have had time to have gone and got the money at Geneva.

933 18. I don't know that I ever heard Fridley make any proposition of sale of his judgments against E. & A. Woodworth to anybody.

19. I heard of it from Myron Hall, and he told me the proposition that Mr. Fridley had made, which was that Fridley would take $8,000 for his judgments, and he thought it was the best thing the creditors here could do, to take Mr. Fridley up at his proposition, and then appoint some man to run the shops. Mr. Mix, he thought, would be a good man, and keep the shops running; said it would not do to have it dried up here in this town. I asked him if he thought we would get our money
934 out of it in that way. He said he didn't care about what they owed them (Hall & Bros.); he said the main thing he wanted was to have the shops in full blast again, running. He wanted I should see the others, to see if I couldn't get them into it.

20. I think I had a conversation with Jeremiah Goodwin in reference to this proposition.

21. He said, in regard to it, that he did not feel like accepting Fridley's proposition. He thought that there would be lawsuits grow out of it, and he didn't want to bind himself to pay Fridley's judgments, as he understood that there was usury in them, and he had no confidence in the operation. He said he was not willing to have Mix manage it as Hall proposed; said Mix was opposed to him, and down on him, and he would never get a red cent out of it if he went into it.

935 22. I think he did say he was willing to go into it if they would sell the property right off, for what it would bring at a fair sale, but that e was opposed to undertake to carry the thing along, when there was so many concerned, with a view of getting their pay out of the business.

23. It was not because of any idea that there was not personal property sufficient, to more than pay the judgments against E. & A. Woodworth, that we did not accept the supposed proposition of Fridley.

24. From what I heard, I believed at that time that the personal property, assigned by E. & A. Woodworth to Mix & Plum, was worth, at fair prices, at least twice the amount of the judgments against E. & A. Woodworth.

936 26. I think Mix and complainants had had some difficulty—a law suit or suits, before that time.

27. When I told Goodwin of the offer that Butterworth had made to me, as stated in my answer to the 27th interrogatory, he said, if he was in our places, he would take it. If we did not, he believed it would all go to the devil, or something of that kind. He said, I, nor any other one, would realize a red cent, if we did not. He told me that I would never get it; that they didn't intend to let me have it; that that was only talk with them.

DIRECT EXAMINATION RESUMED.

937 55. I am intimate with complainants.

938 59. I think that Woodworth was not present at the interview at the Empire house the next day.

60. He was coming to us every little while during the forenoon, and saying what could be done. I cannot say whether it was him, or Butterworth, or Taylor, that consented to throw off the $50 or $60.

941 69. I am not certain whether we made up our minds to take the property that night or the next day. I think the next day.

70. I did not try to raise the money in Aurora previous to our going over to see Butterworth the second time.

71. I thought Butterworth did not want to let me have the property, because he might have given us more time to get the money.

72. I can't say that Butterworth did say anything to me that would indicate that he would back out of his proposition.

942 73. I think that Butterworth did not say to me, the night of the sale or the next day, that he was sick of his bargain.

75. I think Mr. Woodworth introduced the subject, and told Butterworth we wanted the property.

76. If there were valid liens to the amount of $19,000, unpaid taxes for one year, and right of dower of the wives of the Woodworth's, on the property, at the time of the assignment, I would not give anything for
943 a deed of it from the assignees.

77. I said that Hall wanted me to see the other creditors in relation to Fridley's proposition. I don't think I tried to get any one to accept it. I told some of the other parties what the proposition was.

78. There were no arragements made among the home creditors by which Dr. Reeves and myself were to buy the Fridley judgment; the thing was discussed by the others, I believe.

Deposition of Appilonia Reeves, taken on the 10th day of September, 1862, at Aurora, before J. G. Barr, J. P.:

1. My deposition has been taken in this case on behalf of the complainants.

914 2. None of the defendants were present in the conversations with Alvin Woodworth, I spoke of in my deposition for the complainants, except Alvin Woodworth.

3. I did not know that Hiram Butterworth was on his way to Chicago with a drove of cattle, and stopped over night at Alvin Woodworth's, when I said in my deposition that he was at Alvin Woodworth's house some months before the assignment.

944 *Joel D. Harvey's deposition, taken by defendants in Chicago, March 4, 1864.*

Int. 1st. Name, Joel D. Harvey; 26 years old; reside in Chicago; am a lawyer.

Int. 2*nd.* Am acquainted with all of the parties.

945 *Int.* 3*rd.* I drew the assignment, in connection with Plato; we were then partners.

Int. 4*th.* I resided at the time of the assignment, at Aurora, Ills. I resided there from Oct. 20, 1859, to Jan'y 30, 1864.

Int. 5*th.* Mr. Plato principally, and myself in his absence, advised Mix & Plum in the execution of assignment.

Int. 6*th.* Mix & Plum made executions to have the preferred creditors pay off the incumbrances on the real and personal property, and the assigned property to be devoted to the payment of preferred creditors. Three or four meetings of the preferred creditors were had
946 for discussing the expediency of taking the property. The result of their discussion was disagreement, and determination to have nothing to do with it, but let the creditors do the best they could.

Int. 7*th.* I am not positive that compl'ts were at any of their meetings, but think that Jeremiah Goodwin was at the first one. From con-
947 versation with compl'ts, I understood them to be opposed to the preferred creditors paying off the executions and taking the property.

Int. 8*th.* I think there was an immediate necessity for the action of the assignees. In the first place, the executions in the hands of Constable Dexter, on which levies had been made on some of the personal property to the amt. of about $400. Executions in the hands of Deputy Sheriff Andrus, to amt. of about $500, levied on personal property, all of which had expired, or were about to expire, and also executions in the hands of B. F. Fridley, of about $9,000; and also a trust deed upon the stone shop property to the amt. of about $3,300, and the property advertised thereon for sale on the 10th day of Dec., 1859; and the parties owning and controlling those different incumbrances, were demanding immediate payment, or if not paid, they would sell the property. All
948 of which were prior liens to the assignment.

Int. 9*th.* Plato and I advised them, (Mix & Plum), if the property was sufficient, and they could borrow any money on the security of the assigned property, to do so, and try to do so and save something over and above the incumbrances.

Int. 10*th.* Mr. Plato directed them to go on and close out the personal property, and get the most they could for Woodworth's interest; that is, what was left after the executions had been satisfied, except the Fridley executions.

949 *Int.* 11*th.* Mix & Plum advertised all the property for sale, at two different times They acted under the advice of Mr. Plato. The property was all sold by them.

Int. 12*th.* Mix & Plum endeavored to get the Fridley executions out of the way before selling their interest; they advertised the personal property once for sale, by publishing a notice in the "Aurora Beacon," and by posters in and about Aurora. When the day of sale arrived, the Fridley's executions still remaining unpaid, they adjourned the sale. After waiting a number of days, and failing to get the Fridley's executions paid, (and upon his refusal to sell property to satisfy them), they again advertised the personal property for sale at public auction, by notice in the papers and posters, and on the day advertised, sold all of their
950 interest in the personal property at public auction, on the 23d or 24th of January, 1860.

Int. 13*th.* I was present in Aurora at the time of the assignment, and remained until after sale was made. My knowledge of the acts and doings of Mix & Plum, as assignees, was very intimate. I think they exerted themselves honestly and earnestly, to save something for the creditors. I never saw any evidence or disposition on their part, to neglect the duties as assignees, and I know all sales of property were made by them, under the express directions of Mr. Plato and myself.

951 *Int.* 14*th.* The responsibility and character of Mix & Plum, as business men, was good, number one.

Int. 15*th.* To my knowledge, there was no understanding or combination between M. & P., to have any particular person bid off the property.

Int. 16*th.* I endeavored, at different times, to get from the Woodworths, facts and figures to enable me to draw up petitions for the stay of Fridley's execution, as it was claimed by the preferred creditors that there was usury in the notes. I had several interviews with Alvin Woodworth, in reference to the matter; at one interview he would give
952 me certain figures, and the next time change them; and after trying for two or three weeks, at different times, I was unable to get him or Erasmus to give me any facts or figures that they were willing to swear to, and finally gave up the attempt.

Int. 17*th.* The liens were about $25,000, I think, on assigned property.

Int. 18*th.* Mix & Plum were not able to negotiate a loan, and in my judgment, considering condition of financial matters at that time, it would not have been possible to have loaned that amount ($25,000) on the assigned property.

CROSS EXAMINATION.

953 *Cross Int.* 1*st.* Have been in active practice since May, 1858.

Int. 2*d.* W. B. Plato lives at Geneva, Kane Co., Ills.

Int. 3*d.* He has resided there since 1853.

Int. 4*th.* We have been, and are the att'ys of Mix & Plum since the assignment, and are their atty's in this suit.

Int. 5*th.* Mr. Plato and I drew the answer of Mix & Plum in this case.

Int. 6*th.* I was present at only one of the meetings of the creditors; I think I was at one.

954 *Int.* 7*th.* I cannot state which—I think the 2d or 3d, perhaps.

Int. 8*th.* B. F. Hall, I think Fridley, Dr. Reeves, and Mix were there; that is all I now remember; I think I was there about half an hour.

Int. 9*th.* The proposition before the meeting, was that of Mr. Fridley, to let the preferred creditors have his judgments and executions for the purpose of holding the property, for their benefit. I cannot state what each man said; some were opposed, and others in favor of the measure.

955 *Int.* 10*th.* The talk was this, in substance: that if the executions were bought by the creditors, and assigned to Mix & Plum, they could then control them, and save something out of the property for themselves; some one thought it would be throwing good money after poor.

Int. 11*th.* The Hall I have spoken of, was of the firm of Hall & Brothers.

Int. 12*th.* The Halls were the strongest supporters of the proposition to get control of the executions. I think Mix regarded it favorably.

956 *Int.* 13*th.* The preferred creditors were to hold the executions, and Mix & Plum, I think, were to go and dispose of the property.

Int. 14. Was not it a part of the proposition advocated by Hall & Mix that the property, particularly the stone shop and tools and materials for carrying on the business of wagon making, should by means of the trust deed and executions, particularly the Fridley executions, be got into the hands of some person or persons that would go on with the wagon making business there in Aurora; and did not they urge the creditors of E. & A. Woodworth at Aurora to join together, and in that manner get the property and let Mix & Plum carry on the business for them?

Ans. That was not exactly the way, but pretty nearly the way. The talk that I heard was, that it was necessary to raise the amount of these executions and trust deeds, and thus to enable the assignees or some other person to keep possession of the property, thinking to save something by so doing, in excess of the encumbrances. The preferred
957 creditors were urged to join together, buy these encumbrances, and let Mix & Plum, or any other party that they preferred, go on and dispose of the property at the best advantage.

Int. 16. I was not at the meeting when it commenced; stayed 20 or 30 minutes and left them discussing the matter.

958 *Int.* 18. At, or about the time of that meeting, I heard the Halls say that it would be more damage to them and West Aurora to have the work in the shop stop, than for them to lose their debt, or something to that effect.

Int. 20. I am led to think that the Halls did not make that statement at the meeting from the following circumstances: I was called in the meeting for a particular purpose, and while there, the conversation as I remember, referred to the amount due on the Fridly executions and the preferred creditors' rights if they took them.

959 *Int.* 23. I remember that there was opposition to Hall's proposition, but don't know who they came from.

Int. 24. I should think remarks were made to the effect that the creditors ought to have nothing to do with carrying on the business, or with the question as to how it affected Aurora by its being stopped.

960 *Int.* 25. This meeting was held in Hall's Bank, Aurora, in the back office, in the afternoon, at 3 or 4 o'clock, in Nov. or Dec., 1859.

Int. 26. I went at the request of Mix I think.

Int. 27. I do not know of my own knowledge of any other meeting. I was not present except at that one.

Int. 28. I have no knowledge whether the creditors came to any conclusion in reference to raising money to buy up the liens.

961 *Int.* 29. I have stated I was present at but one meeting of creditors, and my knowledge of other meetings is from information. I have no knowledge of but one meeting. I don't know what was discussed at the others, and only know the final conclusion.

Int. 30. At the meeting I attended, no conclusion had been arrived at.

962 *Int.* 31. I not being present, cannot swear, except upon information, what conclusion was come to.

Int. 32. What matters were discussed.

Int. 33. Or whether there was any disagreement at any of said meetings.

963 *Int.* 35. Of my own knowledge I cannot swear but that the result of the meetings, or any of them, was that Mix & Plum should let Taylor, Butterworth & Co., by means of the incumbrances get control of the property and carry on the business as before.

Cross Int. 37. In the conversation referred to in the direct examination, Int. 7, with Jeremiah Goodwin, I did not undertake to give the exact words. There were a number in the store of complainants, and it was a general talk about the assignment, and Fridley's executions.

964 *Cross Int.* 38. I don't remember his precise words. In substance, he was opposed to joining with the preferred creditors in buying the incumbrances; didn't want to throw away good money after poor. I think he was also opposed to Mix & Plum controlling it. He may have said something about not wanting to carry on the shops.

Cross Int. 39. There had been difficulty between Mix & Plum and complainants, resulting in law suits, growing out of title to personal property.

966 *Cross Int.* 44. Neither Plato or myself advised Mix & Plum to give away the assigned personal property.

Cross Int. 45. Nor to sell it at a nominal price.

967 *Cross Int.* 46. Nor to sell what was situated in the "Harroun Building."

968 *Cross Int.* 47. The "Old Tannery," "Erasmus' Barn," "Alvin's Barn," "Old Blacksmith Shop," "Dry House," "Red Shop," "Stone Shop," horses, mules, and cattle, for the sum of $1 each.

Cross Int. 48. I was not present at the sale of personal property; don't know that Plato was.

Cross Int. 49. Do not know that Plato was not in Aurora at the time.

Cross Int. 50. Not being present, I do not know, of my own knowledge, how the sale was conducted, what property was put up, whether together or separately, what was bid, or for what it was sold, or whether the sale was managed fairly or unfairly.

Cross Int. 51. I do not wish to be understood as swearing that Plato and myself advised Mix & Plum to sell the property, as they did. We advised them to sell at auction, to the highest bidder, for cash, at the time they sold it.

Cross Int. 52. I am not sure that I saw Plato on that day, or the day before.

969 *Cross Int.* 53. Am not sure that I saw him talk with Mix & Plum on that day, or day before.

Cross Int. 54. Was not present when sheriff levied Fridley's executions.

Cross Int. 55. I don't know as the question was discussed as to how much the property would bring at assignees' sale. Plato told them (M. & P.) if they could not get Fridley's executions out of the way, to go on and sell the property subject to them.

970 *Cross Int.* 56. I don't think Plato or myself, at that time, had seen an inventory or appraisement of it, and only had a general knowledge of the quantity and value of the property.

Cross Int. 57. I heard a conversation between Mix and B. F. Hall, as to the probabilities of losing money. That is all the personal knowledge I have of it. Mix & Plum were trying to raise money.

Cross Int. 59. M. & P., at the time we drew answer, said they had $370 as assignees; I think we have received for them, since, $200.

971 *Cross Int.* 60. I have no knowledge of my own that Mix & Plum did not consult the complainants. I know of their consulting Hall & Brothers.

Cross Int. 61 & 2. I think I have heard Myron Hall frequently say that it was of the greatest importance, to Aurora, to have those shops kept open; that they employed a great many men, and brought a great deal of trade to Aurora, which would be lost if they were stopped.

972 *Cross Int.* 63. I know that Hall & Bros. were anxious to have the works kept up in the shops, and that the preferred creditors should do so

Cross Int. 64. M. & P.'s property consists, mostly, of real and personal; some money; is in Aurora; jointly worth about $35,000.

Cross Int. 65. I should suppose, at the time of the assignment, M. & P. were largely interested in the business prosperity of West Aurora.

973 *Cross Int.* 66. I don't know that they said anything to me about the importance of keeping up the business in those shops.

Cross Int. 67. I don't remember that Plato or I advised Mix & Plum to sell their interest in the stone shops.

974 *Cross Int.* 68. I think they did try to sell their interest in stone shops, until after sale on trust deed.

Cross Int. 69. They did not, to my knowledge, offer it for sale at auction.

Cross Int. 70. I do not know, of my own knowledge, why they did not so offer it.

DIRECT EXAMINATION RESUMED.

Int. 19. I mean to be understood, in answer to 51st cross int., that we did not advise assignees as to the amount for which they should sell. Plato directed them, if Fridley's executions were not out of the way, and he again forbade the sale, to pay no attention to him, but to sell their interest, subject to execution, at public auction.

CROSS EXAMINATION RESUMED.

Cross Int. 71. I don't know, of my own knowledge, that Fridley ever forbid the sale.

975 *Cross Int.* 72*d*. I am not positive, I think I heard of Fridley's forbidding the sale more than once.

Cross Int. 73d. M. & P. sold the property the last time they advertised.

Cross Int. 74th. I don't know when Fridley's executions were levied, and have no knowledge of his forbidding the sale.

Cross Int. 75th. I heard on the day of the assignee's sale that Fridley had forbidden the sale.

976 *Cross Int. 76th.* I dont know of my own knowledge that the assignees, within an hour after Fridley had forbidden the sale, sold the property. I understood, however, that they sold it that day.

Peyton R. Chandler testified as follows :

976 I reside in Chicago; know Taylor, Butterworth, Keith and Snell—(checks, used by Butterworth to pay bid on stone shop property, under Patten trust deed sale, were here shown witness); I recognize these checks; I gave them; Thomas Snell procured them of me; I recognize Snell's name on their back, but not Patten's; don't know him. I paid
977 these checks at the bank; I know what they were given for; I was loaning money, and speculating in real estate then here; have loaned probably $1,000,000.. I have seen the stone shop premises, thought the
978 value not over $6,000. I would not buy it with Snell.

CROSS EXAMINATION.

979 I have never been in the wagon-making, or blacksmithing business.
980 I was in shops in 1859, but did not examine them; had no knowledge of value of property in Aurora; I loaned the money to buy the premises to Snell; he had no money deposited with me; I had no special arrange-
981 ment with him about the more than he was to pay me 10 per cent. for the money.

J. D. Andrus testified as follows:

981 I was Sheriff of Kane Co. in 1859. Exhibit 13 was made out by my direction by Mr. Swain. The signature is mine. It is an inventory of personal property sold by me as Deputy Sheriff, under the Fridley
982 execution, which I have seen, together with the receipts on them; the receipt to Fridley was made at the same time the inventory was. I was the officer that conducted the sale. Fridley owned and controlled the executions up to the time of making that receipt. On the 11th of Feb'y, 1860, the money was paid to me and I handed it to Mr. Fridley; the execution I handed to the Sheriff; after that I think there were sales

983 of real estate, made on the same kind of executions; Mr. Taylor controlled them; I was the officer that executed that execution (exhibit 12). I can not tell whether there was a sale made on that execution or not. I collected it Jan'y 21st, 1860. I cannot say who paid me the money on
984 it. I made a levy. I made a sale of property on it. Mr. Taylor bid off the property.

Question. Will you explain why the execution does not show on its face that a sale was made, and why it was not satisfied?

Answer. All the executions that came from Chicago, or the Kane Co. Circuit Court, Mr. Allen, as a general thing, receipted and handed them to me; I collected and handed them back to him; he put on the returns himself, I never did. I have no recollection about exhibit 14. I see my name on it. At the time of the assignment I had a number of executions in my hands, but cannot say how many from Cook County.
985 The amount I had, aside from the Fridley executions, was about $700. I made sale under these; Mr. Taylor was the purchaser. Those execu-
986 tions were against the Woodworths. I received those executions (shown him), Sept. 11th, 1859. The signatures are all in my hand-writing.

CROSS EXAMINATION.

Question. Was your deposition taken once in Springfield?

Ans. I don't recollect of it; if so, it was taken when I did not know it; I think it was not taken there. I have no recollection of ever giving my deposition in this case in Sangamon County, Illinois. My recollection is generally good about such things; if it had been taken at
987 Springfield, I think I ought to remember it. John Swain, whose deposition has been taken in this case, kept the accounts for me at the sales. I got him because he was acquainted with such business—knew every one—was a good writer, and quick at figures. Swain came to my office and papers were made out there by him. I have confidence he made out the ac-
988 counts right. The money was paid over there. I think I received
989 checks and some money, $5,443.76. I do not know what Sheriff Allen swears on that subject. I do not recollect in whose name they were drawn. I think I paid the money to Fridley. I paid him all the money on the execution. I don't know that Taylor gave his note. I think I paid 5,000 and some dollars. I am more confident of that than I am
990 my deposition was not taken in Springfield.

I think I paid the amount of money, receipted on the executions, to Fridley.

I think Taylor paid me the money, and I paid it to Fridley, but I can not say just how much.

DIRECT EXAMINATION RESUMED.

The property sold for more on account of Mr. Taylor being present.

Joel D. Harvey testified as follows:

This assignment from the Woodworths to Mix and Plum, was delivered at 5½ o'clock, P. M., November 19th, 1859; the two notices attached to their answer are copies of the notices, published at the time of the date of these copies.

993 Mortgage, dated October 1, 1855, executed by R. G. Montoney and wife, to Stephen Haight—recites an indebtedness, by note of even date, for $1,860, payable to said Haight, Oct. 11, 1859, on the part of said Montoney, to Haight, and that the mortgage is made to secure the same, and described the same land which has hereinbefore been called the Kendall County Farm, of $141\frac{60}{100}$ acres; and mortgage contains power of sale
998 on default of payment of note. Recorded, October 25, 1855.

Assignment. Copy attached to bill marked "D."

Certificate that the foregoing is all the evidence, by the judge.

1000 Certificate of clerk.

14836