

from the first day of October ad 1856 their interest on all said
 Notes being at the rate of Ten percent per annum payable semi
 annually with current rates of exchange on New York and in
 petitioner further sheweth unto your Honor that the three promissory
 Notes last above mentioned to secure the payment of which said
 Trust Deed was made and executed to Simon M. Hubbard as
 above set forth were each and all signed by the following named
 persons as joint makers to wit John M. Remter, Chancellor Martine
 James Mitchell Henry Strohm Henry H. Penniman John Black
 John O. Taylor Isaac Sheety Thompson Helson, John Coates Heron
 Aught, John Koebel Elderly & Clayton, Francis Orley, Asahel W.
 Rice, Abraham Green, Thomas Callman John A. Ryerly William
 M. Buckley John Emmert, Heron Putnam Elias D. Clark John
 Wade, Jesse Burder, Tobias Engle Alexander C. Smith James
 Rosensteel Hollis Jewell, Breuer & Kohler James A. Chelley
 George Purinton Thomas J. Turner, William Kettinger Oscar
 Taylor, Ebenezer H. Snyder Jacob Reigard Francis H. Branley
 Rudolph Ruterer Your petitioner further sheweth unto your
 Honor that on the fourth day of November ad 1857 the said John
 M. Remter conveyed by certain deed of assignment to John A. Clark
 and Daniel J. Remter the pieces and parcel of land with the appu-
 rtenances thereto belonging first above described on which has
 been erected and built the Remter House as herein before set forth
 by which last named deed of assignment said John M. Remter
 conveyed to the said John A. Clark and Daniel J. Remter said
 real estate with for certain purposes mentioned in the deed
 of assignment and on the day last aforesaid said John M. Remter
 and Emily L. Remter his wife made and executed to said John
 A. Clark and Daniel J. Remter a deed of Conveyance commonly

called a quitclaim deed by which said last mentioned deed of
 conveyance the said John C. Remter and Emily L. Remter his wife
 quit claimed all the right title and interest of them the said John C.
 Remter and Emily L. Remter his wife to the said John C. Clark and
 Daniel J. Remter their heirs and assigns of and to all the lots and par-
 -cel of land first herein above described on which the said Remter
 House is built. Your petitioner prays that the said John C. Remter
 Deed B. Smith, James Butchell, Nelson Putnam, Alexander Reely,
 Homer W. Hebbard, John C. Clark and Daniel J. Remter may be
 made parties Defendants to this your petitioner's suit and that
 your petitioner may have a full title and perfect lien upon
 the lots and parcel of land first above described upon which has
 been ^{erected &} built the Remter House as herein before set forth and also
 upon the said Remter House and the appurtenances hereunto
 belonging to the liquidation and satisfaction of your petitioner's
 afore said claim and demand for erecting and laying the
 stone coping as herein before set forth on and about said Remter
 House and that your petitioner may have a Special Execution
 awarded for the sale of the building and premises first above
 described and that your petitioner may have such other and
 further relief as the nature of their case may require and as
 shall be agreeable to Equity. May it please unto your Honor to
 grant unto your petitioner a writ of summons if seeing out of
 and under the seal of this Honorable Court directed to the said
 John C. Remter, Deed B. Smith, James Butchell, Nelson Putnam,
 Homer W. Hebbard, John C. Clark and Daniel J. Remter of said
 County of Stephens and Alexander Reely of the County of Bond
 in the State of Illinois commanding them and each of them by a ^{certain}

day and under a certain penalty to be inserted therein & to
appear before your Honor and there to answer
the premises and to stand to and abide such order and decree
therein as to your Honor shall seem meet

John Schmidt

By Smeeth & Hebbards
his Attorneys

Filed Nov 18 1857

L. M. L. L. L. L.

By Wm H. Barry Deft

John Schmidt

vs

John H. Premier & al

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}
}
}

Petition for Writ of Habeas Corpus

By the agreement of Martin Sweet
Esquire of Counsel for the said Petitioner and also Martin Sweet
Esquire of Counsel for the said John H. Premier & al
James Butchell John W. Shaffner & Louis J. Currier Defendants
in this cause and Thomas J. Turner of Counsel for Thompson
Helen and others made parties Defendants in their petition
to the Court in this cause which said agreement was made and
entered into in open Court prior to the trial of the issues made
by the said parties It is Ordered by the Court that the general
answers of the said Defendants filed in this cause wherein
Jay Thomas is complainant and John H. Premier & al
Smithe Homer & Hubbard James Butchell Holden Putnam
Alexander Reely John W. Clark & Daniel S. Remler are
Defendants be and the same is taken for an answer on
this cause and that the replication filed by the said
Jay Thomas in the said cause wherein he the said Jay Thomas
is complainant as aforesaid be taken and accepted as a
replication in this cause

Entered January 18. 1858

John Schmidt

vs

John H. Premier & al

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}
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}

Petition for Writ of Habeas Corpus

An Motion of the said Petitioner
by his attorney It is Ordered by

the Court that he have leave to amend his petition so as to

make parties to this suit Jabez C. Bone, George C. Honey, Samuel
 H. Payson, John B. Hutchinson, Charles H. Dalton, Jacob Hensell &
~~also~~ and ^{also} other parties who may be discovered as parties in interest
 in this suit and if they are non residents it is further ordered
 that publication of notice be made to said Defendants in a
 public newspaper as in ordinary cases in Chancery

Entered January 18. 1858.

John Smith
vs
John H. Bremer
others

In the Circuit Court of Stephenson County
in the State of Illinois of the April Term
and 1858

Amendments to the petition filed in this cause made pursuant
to the Order of said Court at the December Term thereof and 1854
after the word "Culth" in the eighteenth line from the top of the
Eighth page in the petition read as follows to-wit. And your
petitioner further sheweth unto your Honor that there appears
among the records of this Court in the Office of the Clerk of this Court
a record of two judgments one of which said judgments was rendered
at the September Term of this Court on the Twenty fifth day of
September and 1854 in favor of Debez Homer, George O. Hovey, Samuel
H. Payson, John B. Hutchinson, Charles H. Dalton and Jacob
Newell against the said John H. Bremer, John W. Schaffer
and Louis H. Russell for the sum of Twenty seven hundred and
two dollars and thirteen cents damages and the other of said
judgments was rendered in favor of the said plaintiff
against the said John H. Bremer at the said September Term of
this Court on the fifteenth day of September and 1854 for the sum of
One hundred and Seventeen dollars and Eighty Eight cents damages
And your petitioner further sheweth unto your Honor that the said
judgments were rendered as aforesaid long after the lien of your petti-
tioner has attached to the land in your petitioner's original petition
described and your petitioner further sheweth unto your Honor
that the said judgments have been nearly all paid and satisfied
and your petitioner prays that the said named plaintiffs
in the said judgments above named may be made Defendants

hence and your petition further pray that your Honor will
decree and order that your petitioners be and shall attach to
the said land and the premises thereunto as a prior
lien and in preference to the lien of the said plaintiffs in the
said judgments above decreed and that your petitioners claim
and demand as set forth in your petition original petition
in this writ shall be entirely paid and satisfied by the
sale of the said land and premises thereunto as to
your Honor shall seem equitable and just before the said
plaintiffs in the said judgments above named shall have any
of the proceeds of any sale or other disposition of said land
and premises thereunto

Smeeth & Hubbard
Solicitors for petitioners

Filed Jan 25 1858
L. M. Whiteau Clerk

John Schmidt
Esq

John M. Premier Esq } And the said Defendant James D. Mitchell
John M. Sheffer and Louis F. Currell }
Chancery Clerk }
Queen's Bench }
And the said Defendant James D. Mitchell }
And the said Defendant James D. Mitchell }
And the said Defendant James D. Mitchell }
And the said Defendant James D. Mitchell }
And the said Defendant James D. Mitchell }
And the said Defendant James D. Mitchell }
And the said Defendant James D. Mitchell }

Filed Jan 24 1859 L. M. Whiteau Clerk

State of Illinois In the Circuit Court of said County
Stephen M. Bennett of the December Term A.D. 1854
To the Honorable Benjamin R. Shelton, presiding Judge of
the fourteenth Judicial Circuit in the State of Illinois The
petition of the Freeport Gas Light and Coke Company located
and doing business in the City of Freeport in the County of
Stephenson and State of Illinois a corporation existing by
virtue of the laws of the State of Illinois sheweth unto your
Honor that on the first day of June A.D. 1854 your petitioner
did make and enter into a contract with the said John M. Bennett of said
County of Stephenson by which said contract your petitioner
contracted and agreed with the said John M. Bennett that your
petitioner should furnish and put up gas pipes and
gas fittings and fixtures as the same and when the same
should be required by the said John M. Bennett in and about
a certain Hotel building which the said John M. Bennett
was at the date aforesaid building erecting and finishing
on the following described lots and land situated in the City
of Freeport in the County of Stephenson State of Illinois to
wit Lots No Five (5) and Six (6) in Block No 24 say six (56)
in the original town of Freeport (now City of Freeport) and upon
all that part of lot No Seven (7) in said Block described as
follows commencing at the North west corner of lot No Six
(6) aforesaid and running thence Southwardly along the line
between said lots Six (6) and Seven (7) in said Block to thirty
five feet thence Westwardly on a line parallel with the Burge
Street twenty feet thence Northwardly on a line parallel with the
Mechanic Street thirty five feet to Burge Street thence
Eastwardly along Burge Street to the place of beginning

For a more full description of said lots and land reference is
 made to the plat of said Town of Greerport (now City of Greerport)
 recorded in the Office of the Clerk of the Circuit Court in and
 for said Stephens County And your petitioners further
 shew unto your Honor that at the time of making the contract
 aforesaid the said John K. Remter was the owner in fee simple
 of all the above described lots and lands And your petitioners
 further shew unto your Honor that in consideration of the
 contract and agreement of your petitioners as aforesaid to and
 with the said John K. Remter he the said John K. Remter contracted
 agreed and promised with and to your petitioners to pay to your
 petitioners for furnishing and putting up & keeping & gas fitting & and
 fixtures in said hotel building as aforesaid such sum as the
 same should be reasonable and And your petitioners further shew
 unto your Honor that in pursuance of said contract and agreement
 your petitioners did immediately after making such agreement to wit
 on or about the Twelfth day of June A.D. 1854 at the City of Greerport aforesaid
 commence the furnishing and putting up to and for the said
 John K. Remter the gas pipes gas fitting and fixtures in the said
 hotel building on the lots and lands aforesaid and your petitioners
 aver that they had furnished and put up on the Twenty eighth day of
 August A.D. 1854 all the gas fixtures gas pipes and fittings required
 by the said John K. Remter and all that were necessary to finish
 and complete said hotel building and your petitioners aver that
 said contract and agreement was entirely fulfilled and completed on the
 said Twenty eighth day of August A.D. 1854 and your petitioners aver that
 said gas pipes gas fittings and fixtures were furnished and put up
 at the same amount when the same were required by the said John K.

and your petitioners further shew unto your Honor that by the terms
of said contract and agreement the said John M. Remerton was to pay and
agree to pay to your petitioners the entire amount which should be
due to them by the terms of said agreement for the furnishing and
putting up of said gas pipe gas fittings and fixtures in and about
said hotel building when the same should be furnished and put up
and when said contract should be fulfilled and completed and
your petitioners further shew unto your Honor that they furnished and
put up for the said John M. Remerton in and about said hotel building
erected on the lots and lands above described a large amount of gas pipe
gas fittings and fixtures the items and details of which are more
particularly shown in Exhibit A hereto attached and to which
your petitioners refer as a part of this their petition and your
petitioners aver that the gas pipe gas fittings and fixtures furn-
ished and put up in said hotel building built and erected on the
lots and lands aforesaid were reasonably worth the sum of \$100
and Sixteen Dollars and forty cents to which said sum of money
became due and owing from the said John M. Remerton to your petitioners
for furnishing and putting up said gas pipe gas fittings and
fixtures on the Twenty Eighth day of August A.D. 1887 pursuant to the
terms of the agreement aforesaid between the said John M. Remerton
and your petitioners and which said sum of \$100 and
Sixteen Dollars and forty cents still remains due and unpaid
and owing from the said John M. Remerton to your petitioners for the
furnishing and putting up said gas pipe gas fittings and fixtures
by your petitioners for the said John M. Remerton in and about said
Hotel Building erected and built on the lots and lands hereinbefore
described which said Hotel Building is known and described as
the Remerton House and which gas pipe gas fittings and fixtures

In a more full description of said lots and land reference is made to the plat of said Town of Freeport now City of Freeport, recorded in the Office of the Clerk of the Circuit Court in and

from a plat of said land are appurtenances of the said Premises. And your petitioners further shew unto your Honor that upon Examination of the records in the Office of the Clerk of the Circuit Court and for the County of Stephenem aforesaid your petitioners find what purports to be the record of a deed of mortgage and executed by the said John K. Remter and Emily L. Remter his Wife to Joseph Smith the Trustee which said deed bears date the Twenty second day of March A.D. 1886 and is recorded in Book 2 of Mortgages Page 24 of which said deed runs up to the said Joseph Smith the following described real estate to wit All those parts of Lots Five and Six in Block 2 of Freeport in the Town of Freeport aforesaid which lie Easwardly of a line drawn through the corner of said Lots Five and Six parallel with the Meekanic Street in said Town also Lots Three Four and Five in Block 2 of Freeport in said Town which said deed of mortgage was made and executed to secure the payment of a certain promissory note signed by said John K. Remter bearing date the Twenty second day of March A.D. 1886 in which said Note was made payable to James Butchell & Co Eight months after the date hereof said Note being for the sum of One thousand Dollars in the interest at ten percent per annum your petitioners are informed and believe that the firm of James Butchell & Co to whom said Note was given was at the time said Note was executed composed of James Butchell Holden Putnam and Alexander Reely Your petitioners further shew unto your Honor that there also appears upon the records in the Office of the Clerk of the Circuit Court and for said County of Stephenem what purports to be the record of a deed of trust made and executed by the said John K. Remter and Emily L. Remter his Wife to Homer W. Hubbard Trustee which said

Deed bears date the fifteenth day of July A.D. 1856 and is recorded in Book
 of Mortgages page 114 by which said deed the said John K. Remsen
 and Emily L. Remsen his wife convey to the said Homer C. Hobart
 the following described real estate situated in said County of Dutch
 -ess in town Lots Five and Six in Block Fifty six in the Town of
 Brecht said deed of purchase was made and executed to secure the
 payment of three certain promissory notes for the sum of Nine Hundred
 dollars each all of which notes bear date the Twenty third day of
 June A.D. 1856 and are payable to the order of John K. Clark the
 first of said notes is payable on the first day of August A.D. 1860
 with interest from the first day of August A.D. 1856 the second of
 said notes is payable on the first day of September A.D. 1861 with
 interest from the first day of September A.D. 1856 the third of said notes
 is payable on the first day of October A.D. 1862 with interest from
 the first day of October A.D. 1856 the interest on all of said notes
 being at the rate of ten per cent per annum payable semi-annually
 with current rates of exchange on New York Empire times further
 shew unto you know that the three promissory notes last above
 mentioned to secure the payment of which said purchase deed was
 made and executed to Homer C. Hobart as at one set forth were
 each and all signed by the following named persons as joint and
 with John K. Remsen Chauncellor Martin James Mitchell Henry
 Stephen Henry H. Penniman John Black John O. Taylor Fred Sheetz
 Thompson H. Cox John Cortes. Ruam Bright John Hobel Kelberken
 Clayton Francis Foley, Asabel H. Bee Abraham Greene. Thomas
 Callman John P. Ripley. William M. Buckley. John Emmet Holden
 Putnam Elias A. Clark John Hades Isaac Shyne Tobias Engle
 Alexander Hunt. Charles Benedict Holly Small Frederick
 Köhler James B. Childs George Partridge Thomas J. Turner

129

Aug 16 " 15 feet 20 6 fillings Hotel Office

11.95

Mattias Kettinger Oscar Taylor Ebenezer H. Hyde Jacob Reigard
Francis W. Brantley and Rudolph Amballen

Your petitioners further shew unto your Honor that on the fourth day of
November A.D. 1854 the said John K. Remter conveyed by a certain deed
of assignment to John O. Clark and Daniel J. Remter the pieces and
parcel of land with the appurtenances thereto belonging first above
described on which has been erected and built the Remter House
as herein before set forth by which last named deed of assignment
the said John K. Remter conveyed to said John O. Clark and Daniel
J. Remter said real estate on trust for certain purposes mentioned
in said deed of assignment and on the day last aforesaid said
John K. Remter and Emily L. Remter his wife made and do
execute to said John O. Clark and Daniel J. Remter a deed of
conveyance commonly called a quitclaim deed by which the said
last mentioned deed of conveyance the said John K. Remter and
Emily L. Remter his wife quit claimed all the right title and interest
of them the said John K. Remter and Emily L. Remter his wife to the
said John O. Clark and Daniel J. Remter their heirs and assigns
of and to all the lots and parcel of land first herein above recited
on which the said Remter House is built. Your petitioners
pray that the said John K. Remter Joseph B. Smith James B. Smith
Holden Putnam Alexander Reely, Homer W. Hubbard John O. Clark
and Daniel J. Remter may be made parties Defendant to this your
petitioner's suit and that your petitioners may have a full entire and
perfect lien upon the lots and parcel of land first above recited
upon which has been erected and built the Remter House as herein
above set forth and also upon said Remter House and the appurten-
ances thereto belonging to the liquidating and satisfaction of

The Freeport Gas Light and Coke Company
By Smeeth & Hibbard their attorneys

Exhibit A

John M. Brewster

To the Cheepok Gas Light and Coke Company &c

1887		To the Cheepok Gas Light and Coke Company Ltd	
June 12	Extension & alterations of pipe for Water closets		8 15.30
25	Do 202 feet Gas pipe for Basement		50 50
July 20	" 54 feet Gas pipe & fittings		15.30
Aug 16	" 15 feet do & fittings Hotel Office		4.95

18	"	5 feet large pipe & 2 fittings for Gas Meter	2.00
24	"	80 feet pipe and hanging fixtures	20.00
"	"	2 1/2 feet pipe at Boiler in cellar	6.84
25	"	Setting Meter for Hot Water (80 Light)	6.00
24	"	Oil Gas fixtures used & put up	75.50
28	"	Setting Meters in Basement ^{5.00} 2.00	8.00
"	"	Setting labor Carpenter work	11.00
Total			216.44

Filed Nov 24, 1854
 L. W. Luntzberg Clerk.

State of Illinois } In the Circuit Court of said County of the
Stephenson County } December Term A.D. 1854

John M. Remsten & J. P. Smith
James R. Mitchell Holden Putnam

Alexander Meely, Homer D. Hubbard

John A. Clark & Daniel J. Remsten

Plaintiff for a Mechanics Lien

vs.

ad.

The Freeport Gas Light & Coke Company }

These parties answer of John M. Remsten One of the Defendants in the
above entitled suit to the petition of the Freeport Gas Light & Coke
Company the petitioners therein who petition for a Mechanics Lien
And the said John M. Remsten answering says that he has read read
the petition of the said Freeport Gas Light & Coke Company in this case
and that it is true that on the fifteenth day of December A.D. 1853
the said petitioner said this respondent held on to it and make
an agreement in manner and form as is in said petition set forth
and stated and this respondent further answering admits it to
be true and so states the fact to be that the said petitioner in
pursuance of the terms of said agreement as in said petition is
set forth did on or about the first day of June A.D. 1854 at the city
of Freeport commence the furnishing of fueling for his respondent
the gas pipes & fixtures in the said Hotel building in the said
petition mentioned on the lots and land in the said petition
described which said lots and land this respondent on the said
fifteenth day of December A.D. 1853 owned in fee simple And
this respondent further answering says that the said petitioner
in pursuance of their said agreement with this respondent
commenced the execution and fulfillment of his said
Contract until the 25th day of August A.D. 1854 when he

said last day the said petitioner has fulfilled and completed
 their said contract and this respondent further answering
 admits that in consideration of the fulfillment of said
 contract this respondent became indebted to the said petitioner
 in the sum of Two Hundred and Forty Dollars which sum
 remains due and unpaid

John M. Brewster

State of Illinois

Stephen W. Combs

John M. Brewster being first duly
 sworn on oath says that he has read the foregoing answer subse-
 -qued by him and knows the contents thereof and that the matters
 of things therein contained are true. John M. Brewster

Subscribed and sworn to this 28th day
 of December 1854 before me
 N. W. Hubbard, Notary Public

Filed Dec 29, 1854

L. W. Guiteau Clerk.

The Greer & Co. has light &
Coke Company
vs.

Plaintiffs for Breach of Lien

John H. Premier & Co.

By the agreement of Martin P.

Emek Esquire of Counsel for the said Plaintiff and John Marsh

Esquire of Counsel for Joseph B. Smith, Homer W. Hubbard, Holden

Putnam, James Mitchell, John W. Shaffer & Lewis S. Burnell

Defendants in this cause and Thomas J. Tumen ^{Esq.} of Counsel for

Thompson, Wilson and others made parties Defendants in

their petition to this Court in this cause which said agreement

was made and entered into in open Court prior to the trial of

the issues made by the said parties this ordered by the Court

that the several answers of the said Defendants filed in the

cause wherein Jay Thomas is Complainant and John H. Premier

Joseph B. Smith, Homer W. Hubbard, James Mitchell, Holden Putnam

Alexander Keely, John C. Clark & Daniel S. Bennett are Defendants

be and the same is taken for an answer in this cause and

that the replication filed by the said Jay Thomas in the said

cause wherein he the said Jay Thomas is Complainant has aforesaid

be taken and accepted as an answer in this cause

Entered January 18, 1858

The Greer & Co. has light &
Coke Company
vs.

Plaintiffs for Breach of Lien

John H. Premier & Co.

All motions of the said Plaintiff

by their attorney this ordered by the Court that they have

leave to amend their petition as to make parties to this

cause James O. Home, George O. Home, Samuel H. Payson, John

Re Hutchinson Charles H Dalton Geo Mennell & also any other parties who may be discovered as parties in interest in this suit and if they are minors &c &c is further ordered that publication of notice be made to said Defendants in a public newspaper as in ordinary cases in Chancery

Entered January 18. 1858

Frederick Gas Light & Coke Company
vs.
John M. Bremer & others

In the Circuit Court of the County
of Jefferson in the State of
Illinois of the Circuit Court
1858

Amendments to the petition filed in this cause made
pursuant to the Order of said Court at the December Term
hereof A.D. 1857 after the words "Culth" in the front of the
line from the lot of the tenth page in the petition read as
follows to wit And your petitioners further shew to the court
your Honor that there appears among the records of this Court
in the Office of this Clerk of this Court a record of two judgments
one of which said judgments was rendered at the September
Term of this Court on the twenty fifth day of September A.D.
1857 in favor of Inez O'Horne, George O'Horne, Samuel W. Payson,
John R. Hutchinson, Charles H. Dalton, and Jacob H. Merrill
against the said John M. Bremer, John M. Shaffer and Louis H. Russell
for the sum of twenty seven hundred and two Dollars and
thirteen cents damages and the other of the said judgments
was rendered in favor of the last above named plaintiff against
the said John M. Bremer at the said September Term of this Court
on the fifteen day of September A.D. 1857 for the sum of Six
Hundred and Seventeen Dollars and Eighty Eight cents
damages And your petitioners further shew to the court your
Honor that the said judgments were rendered as aforesaid
long after the lien of your petitioner had attached to the land
in your petitioners original petition described And your petitioners
further shew to the court your Honor that the said judgments
have been nearly all paid and satisfied and your petitioners
pray that the said above named plaintiffs in the said judgments

abovesaid may be made Defendants Hereto And your
 petitioners further pray that your Honor will decree and order
 that your petitioners lien shall attach to the said land and
 the Remoter House erected thereon as a lien lien and in preference
 to the lien of the said plaintiffs in the said fragments above
 described And that your petitioners claim and demand as
 set forth in your petitioners original petition in this suit
 shall be entirely paid and satisfied by the sale of the said
 land and Remoter House or otherwise as to your Honor shall
 seem equitable and just before the said plaintiffs in the said
 fragments abovesaid shall have any of the proceeds of any
 sale or other disposition of said land and Remoter House

Smeat & Ketbaide

Solicitors for petitioners

Filed Jan 25. 1858
 L. W. Guileau Clerk

The Keokuk Gas Light
Coke Company
&c

Petition for Wreck Lien

John C. Bennett Esq
Nichell Co John W. Shaffer and Louis J. Parnell Chancellors
Martin Abraham & Green Thompson Wilcox and others
recipients of the notes from John C. Bennett to John A. Clark
Except to all and every of the pending orders and decrees
found made and decreed by the Court on the above entitled
cause and pray that this their Exception ^{may} be signed and
sealed by the Court and this done

Benj. A. Shelton Seal

Filed Jan 24 1859

L. W. Guiceau Clerk

State of Illinois In the Circuit Court of said County
Stephenem County of of the December Term A.D. 1854
To the Honorable Benjamin R. Shelton presiding Judge of
the fourteenth Judicial Circuit in the State of Illinois The
petition of the Freeport Gas Light and Coke Company located
and doing business in the City of Freeport in the County of
Stephenem and State of Illinois a corporation existing by
virtue of the laws of the State of Illinois sheweth unto your
Honor that on the first day of June A.D. 1854 your petitioners
did make and enter into a contract with the John McRenter of said
County of Stephenem by which said contract your petitioners
contracted and agreed with the said John McRenter that your
petitioners would furnish and put up gas pipes and
gas fittings and fixtures as the same and when the same
should be required by the said John McRenter and about
a certain Hotel building which the said John McRenter
was at the time aforesaid building erecting and finishing
on the following described lots and land situated in the City
of Freeport in the County of Stephenem State of Illinois to
wit Lots No Five (5) and Six (6) in Block No Fifty six (56)
in the original town of Freeport (now City of Freeport) and upon
all that part of lot No Seven (7) in said Block described as
follows commencing at the North west corner of lot No Six
(6) aforesaid and running thence Southwardly along the line
between said lots Six (6) and Seven (7) in said Block to thirty
five feet thence Westwardly on a line parallel with Burge
Creek twenty feet thence Northwardly on a line parallel with the
Mechanic Creek thirty five feet to Burge Creek thence
Eastwardly along Burge Creek to the place of beginning

In a more full description of said lots and land reference is
 made to the plat of said Town of Freeport (now City of Freeport)
 recorded in the Office of the Clerk of the Circuit Court in and
 for said Stephenem County And your petitioners further
 shew unto your Honor that at the time of making the contract
 aforesaid the said John K. Remster was the owner in fee simple
 of all the above described lots and lands And your petitioners
 further shew unto your Honor that in consideration of the
 contract and agreement of your petitioners as aforesaid to and
 with the said John K. Remster he the said John K. Remster contracted
 agreed and promised with and to your petitioners to pay to your
 petitioners for furnishing and putting up & keeping & gas fitting and
 fixtures in said hotel building as aforesaid such sum as the
 same should be reasonable for And your petitioners further shew
 unto your Honor that in pursuance of said contract and agreement
 your petitioners did immediately after making such agreement with
 on or about the first day of June A.D. 1854 at the City of Freeport aforesaid
 commence the furnishing and putting up to and for the said
 John K. Remster the gas pipes gas fitting and fixtures in the said
 hotel building on the lots and lands aforesaid and your petitioners
 aver that they had furnished and put up on the twenty eighth day of
 August A.D. 1854 all the gas fixtures gas pipes and fittings required
 by the said John K. Remster and all that were necessary to finish
 and complete said hotel building and your petitioners aver that
 said contract and agreement was entirely fulfilled and completed on the
 said twenty eighth day of August A.D. 1854 and your petitioners aver that
 said gas pipes gas fitting and fixtures were furnished and put up
 at the same or more than the same were required by the said John K.

and your petitioners further shew unto your Honor that by the terms
said contract and agreement the said John M. Remerton was to pay and
agree to pay to your petitioners the entire amount which should be
due to them by the terms of said agreement for the furnishing and
putting up of said gas pipe gas fittings and fixtures in and about
said hotel building when the same should be furnished and put up
and when said contract should be fulfilled and completed and
your petitioners further shew unto your Honor that they furnished and
put up for the said John M. Remerton in and about said hotel building
erected on the lots and land above described a large amount of gas pipe
gas fittings and fixtures the items and details of which are more
particularly shown in Exhibit A hereto attached and to which
your petitioners refer as a part of this their petition and your
petitioners aver that the gas pipe gas fittings and fixtures furni-
-shed and put up in said hotel building built and erected on the
lots and land aforesaid were reasonably worth the sum of \$100
and Sixteen Dollars and forty cents which said sum of money
became due and owing from the said John M. Remerton to your petitioners
for furnishing and putting up said gas pipe gas fittings and
fixtures on the Twenty Eighth day of August 1854 pursuant to the
terms of the agreement aforesaid between the said John M. Remerton
and your petitioners and which said sum of \$100 and
Sixteen Dollars and forty cents still remains due and unpaid
and owing from the said John M. Remerton to your petitioners for the
furnishing and putting up said gas pipe gas fittings and fixtures
by your petitioners for the said John M. Remerton in and about said
Hotel Building erected and built on the lots and land hereinbefore
described which said Hotel Building is known and described as
the Remerton House and which gas pipe gas fittings and fixtures

from a party and are appurtenances of the said Premises Homed
 And your petitioner further sheweth unto your Honor that upon
 Examination of the records in the Office of the Clerk of the Circuit Court
 and for the County of Stephenson aforesaid your petitioner
 findeth that purports to be the record of a deed of mortgage made and
 executed by the said John K. Premter and Emily L. Premter his Wife
 Joseph B. Smith Esquire which said deed bears date the Twenty second
 day of March A.D. 1883 and is entered in Book of Mortgages page
 24 which said deed runs up to the said Joseph B. Smith the following
 described real estate with all those parts of Lots Five and Six
 in Block Fifty six in the Town of Macomb aforesaid which lot
 is bounded by a line drawn through the corner of said Lots Five and
 Six parallel with the Eastern line of said Town also Lots Three
 Four and Five in Block Fifty one in said Town which said deed
 of mortgage was made and executed to secure the payment of a certain
 promissory note signed by said John K. Premter bearing date the
 Twenty second day of March A.D. 1883 which said note was made
 payable to James Buschell & Co Eight months after the date hereof
 said note being for the sum of Five thousand Dollars with the
 interest at ten percent per annum your petitioner is informed
 and believe that the firm of James Buschell & Co to whom said
 note was given was at the time said note was executed composed
 of James Buschell Holden Putnam and Alexander Reely Your
 petitioner further sheweth unto your Honor that there also appears
 upon the records in the Office of the Clerk of the Circuit Court
 and for said County of Stephenson what purports to be the record
 of a deed of mortgage made and executed by the said John K. Premter
 and Emily L. Premter his Wife to James W. Keppard Esquire which said

deceit bears date the fifth day of July A.D. 1856 and is recorded on Book
of Mortgages page 114 by which said deed the said John R. Remond
and Emily L. Remond his wife convey to the said Homer C. Kettles
the following described real estate situated in said County of Steuben
to wit Lot 5 and 6 in Block 10 of the Town of
Freeport said deed of gift was made and executed to secure the
payment of three certain promissory notes for the sum of three thousand
dollars each of which notes bear date the twenty third day of
June A.D. 1856 and are payable to the order of John A. Clark the
first said notes is payable on the first day of August A.D. 1860
with interest from the first day of August A.D. 1856 the second of
said notes is payable on the first day of September A.D. 1861 with
interest from the first day of September A.D. 1856 the third said notes
is payable on the first day of October A.D. 1862 with interest from
the first day of October A.D. 1856 the interest on all said notes
being at the rate of ten percent per annum payable semi-annually
with current rates of exchange on New York Empire times further
show and to you know that the three promissory notes last above
mentioned to secure the payment of which said deed was
made and executed to Homer C. Kettles as at one set forth more
each and all signed by the following named persons as joint makers
to wit John R. Remond Chauncellor Martin James Bartlett Henry
Strohm Henry H. Penniman John Black John Taylor Fred Sheetz
Thompson H. Lewis John Conter. Kean Bright John Hobbs Elbertson
Clayton Francis Foley, Asabel H. Ree Abraham Greene. Thomas
Callman John P. Ripley. William M. Buckley. John Emmet Hollen
Putnam Silas A. Clark John H. de Vere Smyth Elias Engle
Alexander Hunt. Charles Benedict Holly Small Frederick
Kohler James B. Childs George Cummings Thomas J. Turner

Matthias Kettinger Oscar Taylor Ebenezer K. Hays Jacob Reigard
Francis W. Cranley and the said Joseph Amballen

Your petitioners further shew unto your Honor that on the fourth day of
November A.D. 1854 the said John K. Remter conveyed by a certain deed
of assignment to John A. Clark and Daniel J. Remter the pieces and
parcel of land with the appurtenances thereto belonging first above
described on which has been erected and built the Remter House
as hereinbefore set forth by which last named deed of assignment
the said John K. Remter conveyed to said John A. Clark and Daniel
J. Remter said real estate in such free and certain purposes mentioned
in said deed of assignment and on the day last aforesaid said
John K. Remter and Emily L. Remter his wife made and do
execute to said John A. Clark and Daniel J. Remter a deed of
conveyance commonly called a quitclaiming deed by which said
last mentioned deed of conveyance the said John K. Remter and
Emily L. Remter his wife quit claimed all the right title and interest
of them the said John K. Remter and Emily L. Remter his wife to the
said John A. Clark and Daniel J. Remter their heirs and assigns
of and to all the lots and parcel of land first hereinabove recited
in which the said Remter House is built. Your petitioners
pray that the said John K. Remter Joseph B. Smith James B. Smith
Holden Putnam Alexander Reely Homer W. Hubbard John A. Clark
and Daniel J. Remter may be made parties Defendants to this your
petitioners suit and that your petitioners may have a full entire and
perfect lien upon the lots and parcel of land first above recited
upon which has been erected and built the Remter House as herein-
above set forth and also upon said Remter House and the appurten-
ances thereto belonging to the liquidating and satisfaction of

your petitioners aforesaid claim and demand for furnishing and putting up the gas pipes gas fittings and fixtures on the said Premises and that your petitioners may have a special Execution awarded for the sale of the building and premises first above described and that your petitioners may have such other and further relief as the nature of their case may demand and as shall be agreeable to Equity. May it please your Honor to grant unto your petitioners a writ of summons forcing on the said defendants under the seal of this Honorable Court directed to the said John M. Brewster, Joseph B. Smith, James Mitchell Holden Putnam Homer A. Hibbard John A. Black and Daniel Brewster of said County of Stephenson and Alexander Deely of the County of Boone in the State of Illinois commanding them and each of them by a certain day and under a certain penalty to be therein inserted to ~~show cause~~ ~~to the~~ and appear before your Honor and there to answer the premises and to stand to and abide such order and decree therein as to your Honor shall seem meet.

The Freeport Gas Light and Coke Company
By Smeeth & Hibbard their Attorneys

Exhibit A

John M. Brewster

To the Freeport Gas Light and Coke Company &c

1857			
June 12	Extension & alterations of pipe for Water closets	\$15.30	
25	Do 202 feet Gas pipe for Basement	50.50	
July 20	" 54 feet Gas pipe & fittings	15.30	
Aug 16	" 15 feet do & fittings Hotel Office	4.95	

and last day the said petitioners has fulfilled and completed,
 their said contract and this respondent further answering
 admits that in consideration of the fulfillment of said
 contract the respondent became indebted to the said petitioners
 in the sum of Two Hundred and Forty Dollars which sum
 remains due and unpaid

John M. Brewster

State of Illinois

Stephenson County

John M. Brewster being first duly
 sworn on oath says that he has read the foregoing answer sub-
 scribed by him and knows the contents thereof and that the matters
 therein contained are true. John M. Brewster

Subscribed and sworn to this 28th day
 of December 1857 before me
 H. N. Hubbard Notary Public

Filed Dec^r 29, 1857

L. W. Guiteau Clerk.

The Greer & Co. Light &
Coke Company
vs.

Plemons for Meets Lene

John H. Bennett Esq.

By the agreement of Mark P.

Smeth Esquire of Counsel for the said Plemons and John Mark

Esquire of Counsel for Joseph B. Smith, Homer W. Hubbard, Holden

Putnam James Mitchell John W. Shaffer & Lewis S. Burrell

Defendants in this cause and Thomas T. Turner ^{Esq.} of Counsel for

Thompson Hileox and others made parties Defendants on

their petition & this Court in this cause which said agreement

was made and entered into in open Court prior to the trial of

the issues made by the said parties. It is ordered by the Court

that the general answer of the said Defendants filed in the

cause wherein Jay Thomas is Complainant and John H. Bennett

Joseph B. Smith, Homer W. Hubbard, James Mitchell, Holden Putnam

Alexander Keely, John C. Clark, & Daniel S. Bennett are Defendants

be and the same is taken for an answer in this cause and

that the replication filed by the said Jay Thomas in the said

cause wherein he the said Jay Thomas is Complainant has aforesaid

be taken and accepted as a replication in this cause

Entered January 18, 1858

The Greer & Co. Light &
Coke Company
vs.

Plemons for Meets Lene

John H. Bennett Esq.

An motion of the said Plemons

by their attorney It is ordered by the Court that they have

leave to amend their petition so as to make parties to this

suit James O. Home, George O. Home, Samuel H. Parsons John

Re Mutekenem Charles & Dalton v. Geo. Manuel & also any other parties who may be discovered as parties in interest in this suit and if they are non residents it is further ordered that publication of notice be made to said Defendants in a public newspaper as in ordinary cases in Chancery

Entered January 18. 1858

Frederick Gaslight Coke
Company
vs.
John M. Bremser & others

In the Circuit Court of the County
of Jefferson in the State of
Illinois of the April Term
1858

Amendments to the petition filed in this cause made
pursuant to the Order of said Court at the December Term
thereof A.D. 1857 after the words "Cult in the Twenty sixths
line from the lot of the Fifth page in the petition read as
follows to wit And your petitioners further shew to wit
your Honor that there appears among the records of this Court
in the Office of this Clerk of this Court a record of two judgments
one of which said judgments was rendered at the September
Term of this Court on the Twenty fifth day of September A.D.
1857 in favor of Inez C. Howe, George O. Howe, Samuel W. Payson,
John B. Hutchinson, Charles H. Dalton, and Jacob H. Newell
against the said John M. Bremser, John W. Shaffer and Louis H. Russell
for the sum of Twenty seven hundred and two Dollars and
Fifteen cents damages and the other of the said judgments
was rendered in favor of the last above named plaintiffs against
the said John M. Bremser at the said September Term of this Court
on the fifteenth day of September A.D. 1857 for the sum of Six
Hundred and Seventeen Dollars and Eighty Eight cents
damages And your petitioners further shew to wit your
Honor that the said judgments were rendered as aforesaid
long after the lien of your petitioner had attached to the land
in your petitioners original petition described And your petitioners
further shew to wit your Honor that the said judgments
have been nearly all paid and satisfied and your petitioner
pray that the said above named plaintiffs in the said judgments

abovesaid may be made Defendants Hereto And your
 petitioners further pray that your Honor will decree and order
 that your petitioners lien shall attach to the said land and
 the Premises thereto erected thereon as a lien bona fide in preference
 to the lien of the said plaintiffs in the said fragments abovesaid
 decreed And that your petitioners claim and demand as
 set forth in your petitioners original petition on this writ
 shall be entirely paid and satisfied by the sale of the said
 land and Premises thereto or otherwise as to your Honor shall
 seem equitable and just before the said plaintiffs in the said
 fragments abovesaid shall have any of the proceeds of any
 sale or other disposition of said land and Premises thereto

Smeat A. Hebbards

Solicitors for petitioners

Filed Jan 25. 1858

L. M. Guileaux Clerk

The Keokuk Gas Light

Coke Company

&c

Petition for Meck Lien

John M. Bennett Esq

And the said Defendants James

Mitchell &c John M. Shaffer and Louis & Burnett Chaceellor

Marion Atcham & Green Thompson Wilson and others

recurses on the notes from John M. Bennett to John M. Clark

Except to all and every of the findings Orders and Decree
made and decreed by the Court in the above entitled

cause and pray that this their Exception ^{may} be signed and
sealed by the Court and this done

Benj A Shelton Secy

Filed Jan 24 1859

L. W. Guiteaux C. M.

1
State of Illinois In the Circuit Court of Stephenem
Stephenem County } } County of the December Term and
1854

To the Honorable Benjamin S. Shevon, presiding, Judge of the
Fifteenth Judicial Circuit in the State of Illinois

The petition of Daniel Shockley of the County of Stephenem aforesaid
respectfully sheweth unto your Honor that your petitioner
did on the first day of June A.D. 1853 enter into contract with John Mc
Broom who was at that time the owner in fee simple of all the
land hereafter described of said County by which the said contract
your petitioner contracted and agreed with the said John Mc

Broom that your petitioner would lay all the brick neces-
sary to be used in and about the erection, finishing, and comple-
tion of a certain Hotel building which he the said John McBroom
then proposed to build complete and finish on lots Number Five
and Six in Block Fifty six in the original town (now City of
Chester) and ~~proposed~~ upon all that part of lot Number Four
in said Block described as follows commencing at the Northwesterly
corner of lot six aforesaid running thence Northwardly along the
line between said lots Six and Seven in said Block Thirty five
(35) feet thence Westwardly on a line parallel with the Big Creek
Twenty feet thence Northwardly on a line parallel with the Mechanic's
Creek Thirty five feet to Ridge Creek thence Eastwardly along Ridge
Creek to the place of beginning for a more full description of said
lots and land reference is hereby made to the plat of said town
of Chester (now City of Chester) recorded in the office of the Clerk
of the Circuit Court in and for said Stephenem County which
said lots of land are situated in said County of Stephenem and
your petitioner further sheweth unto your Honor that on

consideration of the agreement of your petitioner as aforesaid
 and on the 1st day of July 1856 the said John K. Remter the said John K. Remter
 contracted agree and promised on the said to your petitioner to
 pay to your petitioner for the laying of the walls and
 other parts of said Hotel to be built upon the lots and land above
 described the sum of Three Dollars for each and every stone and
 of brick to be laid in the walls and other parts of the Hotel as
 aforesaid in the erection and completion of said Hotel And
 your petitioner further sheweth unto your Honor that in
 pursuance of his said agreement your petitioner did imme-
 diately after the making of said agreement on the 1st day of July
 first day of July 1856 at the City of New York said County
 commence laying brick for the said John K. Remter on the walls
 of said Hotel on the lots and land aforesaid and your petitioner
 continued from the date last aforesaid to lay brick on the walls
 and other parts of said Hotel until the fifteenth day of
 October 1856 at which last named day the said Hotel
 building was completed and finished so far that all the brick
 necessary to be laid for the completion of said Hotel had
 been laid by your petitioner and that your petitioner compl-
 eted his said contract with the said John K. Remter who was at
 that time the owner in fee of the lots and land above described on
 or about the fifteenth day of October 1856 And your petitioner
 further sheweth unto your Honor that your petitioner in pursuance
 of the aforesaid contract and agreement laid in the walls and
 other parts of said Hotel built upon the lots and land above
 described Eight Hundred and Sixty two thousand and no other
 said Hotel is known and described as the Remter House and

your petitioner avers that according to the terms of the contract
and agreement between your petitioner and the said John K. Remter
the said John K. Remter was to pay and agreed to pay to your
petitioner the entire amount which would be due to your petitioner
for laying the brick as aforesaid when the laying of the same
should be completed and your petitioner avers that the laying of
said brick was entirely completed on the fifteen day of October
A.D. 1857 Your petitioner further sheweth unto your Honor that
according to the terms of said contract and agreement between
the said John K. Remter and your petitioner for the laying of
said brick in the walls and other parts of said Remter House
built and erected on the lots and land above described there
became due from the said John K. Remter to your petitioner
the sum of Five thousand five hundred and Eighty six Dollars
Your petitioner further sheweth unto your Honor that he has
received in part payment of the sum so as aforesaid due
him for laying the brick as aforesaid the sum of Five thousand
Dollars for which sum the said John K. Remter is entitled to a
credit leaving a balance due to your petitioner for laying the
brick as aforesaid in the walls and other parts of the said
Remter House erected on the lots and land aforesaid of Five
thousand and Eighty six Dollars which said last mentioned
sum became due and payable to your petitioner on the fif-
teenth day of October A.D. 1857 and is still due and owing from
the said John K. Remter to your petitioner and your petitioner
further sheweth unto your Honor that upon examination of the
records in the Office of the Clerk of the Circuit Court and for
said County of Stephens your petitioner finds that purports

be the record of a Deed of Trust made and Executed by the said
 John C. Brewer and Emily L. Brewer his Wife to Joseph B. Smith
 Trustee which said Deed bears date the Twenty second day of
 March AD 1853 and is recorded in Book 10 of Mortgages page 214
 which said Deed conveys to the said Joseph B. Smith the following
 described real estate to wit All those parts of lots Five and Six
 in Block Fifty six in the Town of Freeborn aforesaid which lie
 Eastwardly of a line drawn through the center of said lots Five
 and Six parallel with the Mechanics Street in said Town also lots
 Three Four and Five in Block Fifty One in said Town. which said
 Deed of Trust was made and Executed to secure the payment
 of a certain promissory Note signed by said John C. Brewer
 bearing date the Twenty second day of March AD 1853 which said
 Note was made payable to James Mitchell & Co Eight months after
 the date thereof said Note being for the sum of Five thousand
 Dollars with interest at ten per cent per annum Compulsion
 is informed and believes that the firm of James Mitchell & Co to
 whom said Note was given was at the time said Note was
 Executed composed of James Mitchell Holden Putnam and
 Alexander Reely. Your petitioner further sheweth unto your
 Honor that there also appears upon the records in the Office of
 the Clerk of the Circuit Court in and for the County of Stephenem
 aforesaid what purports to be the record of a Deed of Trust
 made and executed by the said John C. Brewer and Emily L.
 Brewer his Wife to Homer C. Hubbard Trustee which said Deed
 bears date the fifth day of July AD 1853 and is recorded in Book
 10 of Mortgages page 114 by which said Deed the said John C. Brewer
 and Emily L. Brewer his Wife conveyed to the said Homer C. Hubbard

the following described real estate ^{situated} near City of New York
 with Lots Five and Six on Block B of the City of New York
 and all of trust was made and executed to secure the payment
 of three certain promissory Notes for the sum of Five Thousand
 Dollars each all of which Notes bear date the Twenty third day
 of June A.D. 1856 and are payable to the order of John A. Clarke
 The first said Note is payable on the first day of August A.D.
 1860 with interest from the first day of August A.D. 1856 the second
 said Note ^{is} payable on the first day of September A.D. 1861
 with interest from the first day of September A.D. 1856 the
 third said Note is payable on the first day of October A.D.
 1862 with interest from the first day of October A.D. 1856 the
 interest on all said Notes being at the rate of Ten percent
 per annum payable semiannually with current rates of
 exchange on New York City and elsewhere further from the unto your
 Honor that the three promissory Notes last above mentioned to
 secure the payment of which said trust deed was made and executed
 to Honor it be said as above set forth the same each and all signed
 by the following named persons as joint makers with John A.
 Chester Chancellor of the City of New York James Mitchell Henry Smith
 Henry H. Penniman, John Black, John Q. Taylor Jacob Sheetz
 Abraham Wilson, John Conter, William Wright John Habel Gilbert
 M. Clayton Francis Foley, Asahel M. Rice, Abraham Greene
 Thomas Callinan John A. Ripley William M. Buckley John Bennett
 Herman Putnam Elias A. Clark, John H. Leece Henry Forbes
 Engle Alexander Kent, Charles Brewster, William Lowell
 Resnick P. Höder James A. Childs, George Punnett Thomas J.
 Turner Matthias Kettinger Oscar Taylor Ebenezer H. Hyde

Inas Regard Francis J. Brainerd and Rudolph Buntaker
 Your petitioner further sheweth that on the 10th day of November A.D. 1857 the said John K. Bremter conveyed
 by a certain deed of assignment to John C. Clark and Daniel
 Bremter the pieces and parcel of land with the appurtenances
 thereto belonging first above described on which has been
 erected and built the Bremter House as herein before set forth
 by which said last named deed of assignment the said John K.
 Bremter conveyed to said John C. Clark and Daniel Bremter
 said real estate in trust for certain purposes mentioned in
 said deed of assignment and on the day last aforesaid the
 said John K. Bremter and Emily L. Bremter his wife made and
 executed to said John C. Clark and Daniel Bremter a deed of
 conveyance commonly called a quit claim deed by which said
 last mentioned deed of conveyance the said John K. Bremter and
 Emily L. Bremter his wife quit claimed all the right title and
 interest of them the said John K. Bremter and Emily L. Bremter
 his wife to the said John C. Clark and Daniel Bremter their
 heirs and assigns of and to all the lots and parcel of land
 first above described on which the said Bremter House is built
 Your petitioner pray that the said John K. Bremter Joseph B.
 Smith James Mustell Nelson Putnam Alexander Greely
 Homer D. Hubbard John C. Clark and Daniel Bremter may
 be made parties Defendants to this your petition and
 that your petitioner may have a full entire and perfect
 lien upon the lots and parcel of land first above described
 upon which has been erected and built the Bremter House
 as herein before set forth and also upon said Bremter House

and the appurtenances thereto belonging to the liquidation
and satisfaction of your petitioners aforesaid claim and
demand for laying the bricks on the walls and other parts of
said Premier House as aforesaid and that your petitioners may
have a special decree awarded for the sale of the building
and premises for that one reserved and that your petitioners
may have such other and further relief as the nature of this
case shall require and shall be agreeable to Equity. That if
please your Honor to grant unto your petitioners a writ of
summons issuing out of and under the seal of this Honorable
Court directed to the said John C. Premier Joseph Smith Jones
Nitchell Holden Putnam Homer A. Hubbard John C. Clark and
Laurel Premier of said County of Stephenson and Alexander
Heely of the County of Boone in the State of Illinois commanding
them and each of them to appear on a certain day and under a
certain penalty to be therein incited to be and appear before
your Honor and there to answer the premises and to
stand to and abide such order and decree therein as to your
Honor shall seem meet and as in duty bound your petitioners
will ever obey &c

Deauid Shonkley
By Simeon Hubbard
Attys for petitioners

Filed Nov 13 1854
L. M. Guleaux Clerk

State of Illinois In the Circuit Court of said County of
 Stephenson County the December Term A.D. 1857
 John M. Prenter vs. J. B. Smith
 James Hutchell Holden Putnam
 Alexander Reely Homer & Hubbard
 John H. Clark & Daniel J. Prenter
 ad.
 Leonard Shockley

Petition for
 Mechanic's Lien

The separate answer of John M. Prenter one of the defend-
 -ants in the above entitled suit to the petition of Leonard Shockley
 the petitioner therein who petitions for Mechanic's Lien
 and the said John M. Prenter answering says that he has heard read
 the petition of the said Leonard Shockley filed in this cause and
 that he is sure that on the first day of June A.D. 1856 the said
 petitioner and his respondent did enter into and make an
 agreement in manner and form as in said petition set forth
 and stated and his respondent further answering admits
 that the true and correct facts are that the said petition
 -er in pursuance of the terms of said agreement has in said
 petition is set forth did on or about the first day of July
 A.D. 1856 at the City of Freeport commence laying the brick
 work for this respondent on the walls of said hotel building
 on the said petition mentioned on the lots and land in the
 said petition described which said lots and land this respon-
 -dent on the said first day of June A.D. 1856 owned in fee simple
 and his respondent further answering says that the said
 petitioner in pursuance of his said agreement with this
 respondent commenced on the execution and fulfillment of

his said contract until the 15th day of October A.D. 1854 on which
 said last day the said petitioner had finished, fulfilled and
 completed his said contract and his respondent further
 answering admits that in consideration of the fulfillment
 of said contract his respondent became indebted to the said
 petitioner in the sum of Five Thousand Eighty six Dollars
 which said sum remains due and unpaid on said contract

John K. Kemster

State of Illinois

Stephenson Comptroller of the State of Illinois
 do hereby certify that the foregoing answer and the matters
 therein contained are true

In witness whereof I have signed

my hand and the seal of the State of Illinois

15th day of December

1854 before me

N. C. Hubbard Notary Public

Filed Dec 21st 1854

L. M. Gentry Clerk.

Renard Shockley
Es

Puttine for West Lene

John M. Brewster Etal } By the agreement of Meantime
Smeeth Esquire of Counsel for the said puttine and do Leon
Marsh Esquire of Counsel for Joseph Smith. Homer & Hibbard
Holden Putnam James Mitchell John W. Chaffee Lewis &
Russell Defendants in this cause and Thomas J. Turner ^{Esq} of
Counsel for Thompson Willcox and other named parties
defendants ^{on} their petition to this Court in this cause which
said agreement was made and entered into in open Court prior
to the trial of the issues made by the said parties. It is ordered
by the Court that the several answers of the said Defendants
filed in this cause wherein Say Thomas is complainant
and John M. Brewster Joseph Smith Homer & Hibbard James
Mitchell Holden Putnam Alexander Reely John C. Clark
and Samuel S. Brewster are Defendants be and the same is taken
for an answer in this cause and that the replication filed
by the said Say Thomas in the said cause wherein he the said
Say Thomas is complainant has aforesaid be taken and accepted
as a replication in this cause

Entered January 18, 1858

Renard Shockley
Es

Puttine for West Lene

John M. Brewster Etal } And motion of the said Puttine by
his attorney It is ordered by the Court that he have leave to
amend his petition so as to make parties to this suit In testimony
where George O'Honey Samuel M. Payson John C. Hutchinson &
Charles H. Dalton & Jacob Russell ^{and} also any other parties

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who may be discovered parties in interest on this suit and of
Hague non residents. It is further ordered that publication of
notice be made to said Defendants in a public newspaper
as in ordinary cases in Chancery.

Entered January 18 1858.

Alenard Shockley

vs

John H. Bremner & others

In the Circuit Court of Stephen Co
County in the State of Illinois of
the April Term AD 1858

Amendments to the petition in this cause made pursuant
to the order of said Court at the December Term of said Court AD
1854 After the said Court on the Twenty fourth line from the
top of the certificate in the original petition made as follows
And your petitioner further sheweth unto your Honor
that there appears among the records of this Court in the office
of the Clerk of this Court a record of two judgments one of which
said judgments was rendered at the September Term of this Court
on the Twenty fifth day of September AD 1854 in favor of Jabez
O'Hare George O'Hare, Samuel H. Payson John B. Hutchinson
Charles H. Dalton and Jacob Mendell Bagnash the said John
H. Bremner John H. Chaffee and Louis H. Durrall for the sum of
Twenty seven hundred and two Dollars and thirteen cents
damages And the other of the said judgments was rendered in
favor of the last above named plaintiffs against the said
John H. Bremner at the said September Term of this Court on
the fifteenth day of September AD 1854 for the sum of Six
hundred and seventeen Dollars and Eighty Eight cents
damages And your petitioner further sheweth unto your Honor
that the said judgments were rendered as aforesaid long after
the lien of your petitioners had attached to the land in your
petitioners original petition described And your petition further
sheweth unto your Honor that the said judgments have been
nearly all paid and satisfied And your petitioner prays
that the said above named plaintiffs in the said judgments
above named may be made Defendants hereto and your

petitioner further pray that your Honor will decree and order
 that your petitioners herein shall attach to the said land and the
 Premier House erected thereon as a prior lien and in preference
 to the lien of the said Plaintiffs on the said fragments above
 described and that your petitioners claim and demand as
 set forth in your petitioners original petition in this court shall
 be entirely paid and satisfied by the sale of the said land
 and Premier House in other manner as to your Honor shall seem
 equitable and proper before the said Plaintiffs in the said
 fragments above named shall have any of the proceeds of
 any sale or other disposition of said land and Premier House

Smelt & Nettie

Solicitor for Petitioner

Filed Jan 25 1858

Lt Guleaux Clerk

Alfred Shockley

vs

John K. Premier & Co

and the said Defendants James
 Mitchell & Co John H. Shaffer and
 Louis H. Russell Chancellor of the Court of the State of New York
 and others securities on the notes from John K. Premier to John H. Clarke
 Executives of the said finding, orders and decree from said
 and decreed by the Court in the above entitled causes and pray that
 this their Exception be signed and sealed by the Court and it is done

Benjamin Shelton Seal

Filed Jan 24 1859 Lt Guleaux Clerk

State of Illinois } In the Stephenson County Circuit
Stephenson County } } Court of the December Term and 1857
To the Honorable Benjamin A. Shelton presiding Judge of the
Fifteenth Judicial Circuit in the State of Illinois
The petition of Lemuel Schureman, Jacob Schureman and
Abraham Melick of the City of Chicago in the State of Illinois
partners ⁺ doing business under the name and style of Schureman
and Melick sheweth unto your Honor that on the first day of May
ad 1857 your petitioners did make and enter into a contract with the
John W. Bremer of said County of Stephenson by which said contract
your petitioners contracted and agreed with the said John W. Bremer
that your petitioners would furnish the materials for construction
and put up in a suitable manner five marble hearths and
one marble shelf in a certain hotel building which the said
John W. Bremer was at the rate of said building erecting and
finishing on the following described lots and lands situated in the
City of Freeport in the County of Stephenson in the State of Illinois
to wit Lots No Five (5) and Six (6) in Block No Fifty six (56)
in the original Town of Freeport in City of Freeport and upon
all that part of lot No Seven (7) in said Block described as follows
Commencing at the Northwesterly corner of lot No Six (6) aforesaid
and running thence Southwardly along the line between said lots
Six (6) and Seven (7) in said Block Thirty five feet thence Northwardly
waline parallel with Ridge Street Twenty feet thence Northwardly
waline parallel with Mechanic Street Twenty five feet to Ridge Street
thence Eastwardly along Ridge Street to the place of beginning and
more full description of said lots and lands reference is made to the
plat of said Town of Freeport (now City of Freeport) recorded in the office
of the Clerk of the Circuit Court aforesaid for the said Stephenson County

And your petitioners further shew unto your Honor that at the time
 of making the contracts aforesaid the said John K. Remerton the
 owner in fee simple of all the above described lots and lands
 and your petitioners further shew unto your Honor that in consider-
 ation of the contracts and agreements of your petitioners as aforesaid
 to and with the said John K. Remerton he the said John K. Remerton contract-
 ed agree and promised with and to your petitioners to pay to
 your petitioners for furnishing the materials for and for constructing
 building and putting up the said Five marble Mantels, Five
 marble hearths, and one marble shelf on said Hotel Building in
 process of erection on the lots and lands above recited such sum
 as the same should be reasonably worth And your petitioners
 further shew unto your Honor that in pursuance of said agreement
 your petitioners did immediately after the making of said agreement
 to wit On the first day of June A.D. 1854 at the City of New York in said
 County Commence the delivering to the said John K. Remerton on the lots
 and lands aforesaid the materials for the making of said mantels
 hearths and shelf and did commence the construction and
 erection and putting up of the same in the said Hotel Building
 Your petitioners further shew unto your Honor that by the terms of the
 agreement aforesaid your petitioners were to complete and finish
 the construction and putting up of said Mantels hearths and
 shelf on said Hotel Building as soon as the same could be reason-
 ably done And your petitioners further shew to your Honor and
 aver that they had furnished all the materials for constructed
 and put up in pursuance of said agreement the said Five
 marble Mantels, five marble hearths and one marble shelf

the said John H. Remster in the said Hotel building then in process of
erection upon the lots and lands hereinbefore described and had
completely and entirely finished and fulfilled their said contract
and agreement with the said John H. Remster on the first day of
September A.D. 1857 and that the said mantels, hearths and shelf
were constructed and put up and said contract and agreement
fulfilled by your petitioners within a reasonable time. And
your petitioners further shew unto your Honor that according to the
terms of the contract and agreement aforesaid between your petitioners
and the said John H. Remster the said John H. Remster was to pay and
agree to pay to your petitioners the entire amount which should be
due by the terms of said agreement to your petitioners for the furnish-
ing the materials for and for constructing and putting up of the
said five ^{marble} mantels, five marble hearths and one marble shelf
in the said Hotel building when the same should be finished and
put up and their said contract should be fulfilled and be
completed. And your petitioners further shew unto your Honor
that the materials furnished for and the constructing and putting up
of the said five marble mantels, five marble hearths and one
marble shelf all of which have been put up by your petitioners
for the said John H. Remster in the said Hotel building and now
completely a part of said Hotel building erected built and finished
upon the lots and lands aforesaid were reasonably worth the sum
of One hundred and forty three Dollars and fifty cents which said
sum of money became due and owing from the said John H. Remster
to your petitioners for the materials furnished for and for constructing
and for five marble mantels, five marble hearths and one marble
shelf as aforesaid on the first day of September A.D. 1857 pursuant to the
terms of said agreement between the said John H. Remster and

your petitioners and which said sum of One thousand and forty three dollars and fifty cents still remains due and unpaid and owing from the said John K. Remter to your petitioners for the furnishing the materials for and constructing and putting up the said five Marble Mantels, five Marble hearths and one Marble shelf which have been done by your petitioners for the said John K. Remter in pursuance of paid contract and agreement in the said Hotel building erected and built on the lots and lands hereinbefore described which said Hotel building is known and described as the Remter House

And your petitioners further shew unto your Honor that upon examination of the records in the Office of the Clerk of the Circuit Court in and for said County of Stephens in your petitioners find and shew that to be the record of a deed of trust made and executed by the said John K. Remter and Emily B. Remter his wife to Joseph B. Smith & Successors which said deed bears date the Twenty second day of March A.D. 1856 and is recorded in Book of Mortgages page 217 which said deed conveys to the said Joseph B. Smith the following described real estate to wit all those parts of lots Five and Six in Block Fifty six in the Town of New Hope and near the the East boundary of a line drawn through the center of said lots Five and Six parallel with the line between said Town and Lot Three and four in Block Fifty and one and two which said deed of trust was made and executed to secure the payment of a certain promissory note signed by said John K. Remter bearing date the Twenty second day of March A.D. 1856 in which said note was made payable to James Mitchell No Eight months after the date thereof said note being for the sum of Nine thousand Dollars

with the interest at ten percent per annum. Compellations are
informed and believe that the sum of James Mitchell to John B
said Note was given was at the time said Note was Executed
composed of James Mitchell, Holden Putnam and Alexander
Deely. In pursuance of the above to your Honor that there is
also appears upon the records in the Office of the Clerk of the
Circuit Court and of said County that purports to be the
record of a deed of trust made and executed by the said John B
Alexander and Emily L. Alexander his wife to Homer St. Hubbard
Trustee which said deed bears date the 1st day of July A.D.
1853 and is recorded in Book 16 of Mortgages page 114th sheet
Deed the said John B. Alexander and Emily L. Alexander his wife
convey to the said Homer St. Hubbard the following described real
estate situated in said County of Stephens North Lot Five and
Six in Block 6 City and in the Town of Freeport said deed of trust
was made and executed to secure the payment of three certain
promissory Notes for the sum of Five Hundred Dollars each ^{all}
of which Notes bear date the Twenty third day of June A.D. 1853 and
are payable to the order of John B. Clark. The first of said Notes is
payable on the first day of August A.D. 1855 with interest from
the first day of August A.D. 1853. The second of said Notes is pay-
able on the first day of September A.D. 1856 with interest from the
first day of September A.D. 1853. The third of said Notes is payable
on the first day of October A.D. 1857 with interest from the first day
of October A.D. 1853. The interest on all of said Notes being at the
rate of Ten percent per annum payable semiannually on the
current rates of exchange in New York. Compellations further
show unto your Honor that the three promissory Notes last named

mentioned to receive the payment of which said Trust deed was made and executed to Homer & Hettard as above set forth the said cash and all assigned by the following named persons as joint makers to wit John K Remeter Chancellor Moutine, James Butcher Henry Shotton Henry & Benjamin & John Black & John O Baylon Jacob Sheetz Thompson & Alexon John Coates Herman Rugh & John Hobel Gilbert & Clayton Francis Foley, Asabel M Rice as a-haw Threen Thomas Callman, John P. Ryely William M. Buckley John Emmet, Holden Putnam & David Clark & John H. Hays & Essey Smyser, Tobias Engle Alexander Hunt Charles Rostenfel Willis Jewell Theresia & Köhler James Philoz George Punstone Thomas J. Turner, Matthias Kettinger Oscar Taylor, Ebenezer & Hyrd Jacob Ruzards Francis H. Hawley, and Rudolph Ambler

For petitioners further shew unto your Honor that on the first day of November A.D. 1854 the said John K Remeter conveyed by a certain deed of assignment to John A Clark and Daniel J Remeter the pieces and parcel of land with the appurtenances thereto belonging first above described in which has been recited and cited the Remeter Homer as hereinbefore set forth by which last named deed of assignment the said John K Remeter conveyed to said John A Clark and Daniel J Remeter said real estate in trust for certain purposes mentioned in said deed of assignment and on the day last aforesaid said John K Remeter and Emily L Remeter his wife made and executed to said John A Clark and Daniel J Remeter a deed of conveyance commonly called a quitclaim deed by which said last mentioned deed of conveyance the said John K Remeter and Emily L Remeter his wife quit claimed all the right title and

each of them the said John K. Remter and Emily L. Remter
his wife the said John C. Clark and Daniel J. Remter their heirs
and assigns of and to all the lots and parcel of land first herein
above described in which the said Remter House is built

Your petitioners pray that the said John K. Remter Joseph B. Smith
James Mitchell Holden Putnam Alexander Reely Homer W.
Hebbard John C. Clark and Daniel J. Remter may be made
parties defendants to this your petitioners suit and that your
petitioners may have a full title and perfect lien upon the
lots and parcel of land first above described upon which has
been erected and built the Remter House as herein before set forth
and also upon said Remter House and the appurtenances thereto
belonging & the liquidation and satisfaction of your petitioners
aforesaid claims and demand for furnishing the materials for and
for constructing and putting up the said five marble mantels five
marble hearths and one marble shelf on the said Remter House by
your petitioners for the said John K. Remter as aforesaid and that
your petitioners may have a special execution awarded for the sale
of the building and premises first above described and that your
petitioners may have such other and further relief as the nature of
the case may demand and as shall be agreeable to Equity
May it please your Honor to grant unto your petitioners a writ
of summons returnable of and under the seal of this Honorable
Court directed to the said John K. Remter Joseph B. Smith James Mitchell
Holden Putnam Homer W. Hebbard John C. Clark and Daniel J. Remter
of said County of Stephenson and Alexander Reely of the County of
Champaign in the State of Illinois Commanding them and each of them
by a certain day and under a certain penalty to be inserted
therein to be and appear before your Honor and there

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to answer the premises and to stand to and abide such order
and decree hereinafter to appear. Witness my hand and seal this 14th day of June 1854

Leonard Schureman

Jacob Schureman

Abraham Melick

By Smeets & Hobbs their attorneys

Filed Nov 14, 1854

L. H. Guiteau Clerk

State of Illinois In the Circuit Court of said County of
Stephen County the December Term A.D. 1854

John McRenter & J. B. Smith

James Mitchell Holden Putnam

Alexander Reely Homer W. Kettard

John C. Blasco & Daniel P. Renter

vs

Lemard Schureman

Jacob Schureman &

Abraham Melick

Petition for Reclamation

Shew

These are the names of John Mc

Renter and of the Defendants in the above entitled suit to the petition
of Lemard Schureman, Jacob Schureman and Abraham Melick to the
petitioners therein to petition for Reclamation Shew

And the said John McRenter answering says that he has heard read
the petition of the said Lemard Schureman, Jacob Schureman and
Abraham Melick filed in this cause and that it is true that on the
first day of May A.D. 1854 the said petitioners gave this respondent
due notice and made an agreement in manner and form as is in
said petition set forth and related and this respondent further answering
admits it to be true and so states the facts to be that the said petitioners
in pursuance of the terms of said agreement has in said petition is
set forth did on or about the first day of June A.D. 1854 at the City of
Peekshon in said County commence the delivering to this respondent the
materials for the making of the mantels hearths and shelves and did
commence the constructing erections and putting up of the same on
the said Hotel building erected on the lots and land on or about the
said petitioners which said lots and land the respondent on the said
first day of May A.D. 1854 owned in fee simple and this respondent

further answering says that the said petitioners in pursuance
 of their said agreement with this respondent continued on the
 execution and fulfilment of their said contract until the first
 day of September ad 1854 on which said date the said petitioners
 have finished fulfilled and completed their said contract and
 this respondent further admits that in consideration of the
 fulfilment of said contract this respondent became indebted to the
 said petitioners in the sum of One Hundred and thirty seven Dollars
 and fifty cents all of which said sum still remains due and
 unpaid

John K. Premere

State of Illinois

Stephen Co. County of John K. Premere being first duly sworn
 on oath says that the foregoing answer the matters & things
 therein contained are true

John K. Premere

Subscribed & sworn to this 14th day of
 December ad 1854 before me
 H. A. Hibbard Notary Public

Filed Dec 21, 1854
 L. M. Luitens Clerk

Leona Schureman
Jacob Schureman &
Abraham Mele etc
vs

Petition for Relief

John M. Brewster Etal } By the agreement of Master of the
Equine of Council for the said petitioners and Jason Mars to Equine
of Council for Joseph Smith Homer A. Hubbard Holden Putnam
James Mitchell John W. Shaffer & Louis J. Quinn Defendants
in this cause and Thomas L. Turner ^{Esq} of Council for Thompson Nelson
and other named parties Defendants on their petition to the
Court in this cause which said agreement was made and entered
into in open Court prior to the trial of the issues made by the
said parties it is Ordered by the Court that the general answer
of the said Defendants filed in this cause wherein Jay Thomas
is complainant and John M. Brewster Joseph Smith Homer A.
Hubbard James Mitchell Holden Putnam Alexander Reely
John A. Clark & Laurence Brewster are Defendants be and the
same is taken for an answer in this cause and that the
replication filed by the said Jay Thomas on the said cause wherein
he the said Jay Thomas is complainant as aforesaid be taken and
accepted as a replication in this cause

Entered January 18. 1858

Leona Schureman
Jacob Schureman &
Abraham Mele etc
vs

Petition for Relief

An Motion of the said Petitioner

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John M. Brewster Etal

} By their Attorney it is Ordered by the
Court that they have leave to amend their petition so as to

make parties to this suit In leg Chas George O'Honey Samuel
H Capron John B Hutchinson Charles Adalton & Jacob Mendell
also any other parties who may be discovered as parties in interest
in this suit and if they are non residents it is further ordered that
publication of notice be made to said defendants in a public
newspaper as in ordinary cases in Chancery

Entered January 18 1858.

Lemuel Schureman
Jacob Schureman
Abraham Melick

vs

John W. Remten others

In the Circuit Court of Stephens
County in the State of Illinois
of the April Term A.D. 1858

Amendments to the petition filed in

this cause made pursuant to the Order of the said Court at the December
Term thereof A.D. 1857 after the word "Culch" in the Seventeenth line from the
top of the fifth page in the petition read as follows to wit And your
petitioners further sheweth unto your Honor that there appears among
the records of this Court in the Office of the Clerk of the said Court a record of
two judgments one of the said judgments was rendered at the September
Term of this Court on the Twenty fifth day of September A.D. 1857 in favor
of Jabez C. Howe, George O. Honey, Samuel M. Payson, John B. Hutchinson
Charles H. Dalton and Jacob Hensell against the said John W.
Remten, John W. Shaffer, and Louis G. Russell for the sum of Twenty
seven hundred and two Dollars and thirteen cents damages and the
other of the said judgments was rendered in favor of the last above named
plaintiffs against the said John W. Remten ^{at} the said September Term
of this Court on the fifteenth day of September A.D. 1857 for the sum of
Six hundred and twenty seven Dollars and Eighty Eight cents damages
And your petitioners further sheweth unto your Honor that the said
judgments were rendered as aforesaid long after the term of your petitioners
has attached to the said in your petitioners original petition decreed
and your petitioners further sheweth unto your Honor that the said judgments
to have been nearly all paid and satisfied And your petitioners pray
that the said above named plaintiffs in the said judgments above
named may be made Defendants hereto and your petitioners further
pray that your Honor will decree and order that your petitioners

lien shall attach to the said land and the Premier House erected thereon as a prior lien and in preference to the lien of the said plaintiffs in the said Indgments above recited and that your petitioners claim and demand as set forth in your petition original petition in this suit shall be entirely paid and satisfied by the sale of the said land and Premier House or other means to your Honor shall seem Equitable and just before the said plaintiffs in the said Indgments above mentioned shall have any of the proceeds of any sale or other disposition of said land and Premier House.

Emmet H. Hobbes

Solicitors for Petitioners

Filed Jan 25 1858

L. M. Guiteau Clerk

Leona Schureman
Jacob Schureman
Abraham Melick

vs

John K. Remsen Esq. } Autothetized Defendants
James Mitchell vs John M. Schaffer and Lewis B. Russell
Chauncey Maitland Abraham Greene Thompson Heloxone
and others securities on the Notes from John K. Remsen to
John C. Clark Esq. to all and every of the findings, orders
and decree found made and decreed by the Court in the above
entitled cause and pray that this their Exception be
signed and sealed by the Court and it is done

Renf. A. Shelton Seal

Filed Jan 24. 1859

L. W. Couteau Clerk

State of Illinois
Stephenson County

In the Circuit Court of the County of
Stephenson the December Term and
1854

To the Honorable Benjamin A. Shelton presiding Judge of the Court of the
Innocent Circuit in the State of Illinois The petition of James Brown
of the City of Chicago in the State of Illinois sheweth unto your Honor
that on the first day of March A.D. 1854 your petitioner did make
and enter into a contract with John H. Brewster of the said County of
Stephenson by which said contract your petitioner contracted and
agreed with the said John H. Brewster that your petitioner furnish
the materials for erecting build & put up one cold water boiler
drying room. One marble slab for gentlemen's washing room
with plates cocks supplied with cold water seven basins
for gentlemen's washing rooms. fourteen water closets. One
saw hopper two urinals complete one large tank in attic
two large tanks in water closets fittings for four wash basins in
kitchen. fittings for ten wash basins in laundry lead pipes
from engine & tank in attic & out from attic to water closets
thence to the dish wash tubs in kitchen thence to wash trays in
laundry from thence to gentlemen's wash room also for hot
water pipes from boiler to kitchen thence to hopper. steam
pipes to drying room also to wash tray in laundry. also one
annunciator with four numbers complete. three speaking
tubes with whistles in a water tank a certain Hotel building
which the said John H. Brewster was at the date aforesaid building
erecting and finishing on the following described lots and
land situated in the City of Freeport in the County of Stephenson
and State of Illinois to wit Lots No. five and six in Block
No. Fifty six in the original town of Freeport (now City of

Freeport and upon all that part of lot No Seven on said Block described as follows Commencing at the Northwest corner of lot No Six as aforesaid and running thence Southwardly along the line between lots Six & Seven on said Block Fifty six thirty five feet thence Westwardly on a line parallel to the Ridge Street Twenty feet thence Northwardly on a line parallel to the Mechanic Street Fifty five feet to Ridge Street thence Eastwardly along Ridge Street to the place of beginning. For a more full description of said lots and land reference may be had to the record plat of said Town of Freeport (now City of Freeport) recorded in the Office of the Clerk of the Circuit Court and for said Stephen on Commit. And your petitioner further sheweth unto your Honor that at the time of making the contract aforesaid the said John K. Bennett was the owner in fee simple of all the above described lots and land. And your petitioner further sheweth unto your Honor that in consideration of the contract and agreement of your petitioner as aforesaid to and with the said John K. Bennett he the said John K. Bennett covenanted agreed and promised with and to your petitioner to pay your petitioner the sum of Two thousand six hundred and twenty two Dollars. Your petitioner further sheweth unto your Honor that in pursuance of said contract and agreement your petitioner did immediately after making said contract and agreement to wit on or about the first day of April A.D. 1854 at the City of Freeport aforesaid commence the fulfillment of his said contract and agreement. And your petitioner further sheweth unto your Honor that by the terms of the agreement aforesaid your petitioner were to complete and finish his said contract

and agreement on the same as made time after the making of
said agreement. Your petitioner further sheweth unto your Honor
that he has performed fulfilled finished and entirely completed
his said contract with the said John K. Remter and furnished
the materials for and constructed built and put up (one
cold water boiler, drying room. One marble slab for gentlemen's
washing room with plated cocks supplied with cold water. Seven
basins for gentlemen's washing room. fourteen water closets
One slop hopper. two urinals complete one large tank in attic
two large tanks in water closets filling for four wash tubs
in kitchen. fittings for ten wash trays in laundry lead pipe
from engine to tank in attic and from attic to water closets,
thence to the dish wash tubs in kitchen. thence to wash trays
in laundry from thence to gentlemen's wash room also for hot
water pipes from boiler in kitchen thence to hopper, clean pipes to
drying room also to wash trays in laundry also one annunci-
-ator every four numbers complete three speaking tubes on the
whistles on the Hotel building as aforesaid on the first day of Decem-
-ber A.D. 1854 and that said contract and agreement was fulf-
-filled by your petitioner on the same as made time after the
making thereof according to the terms and intention meaning of said
contract and your petitioner further sheweth unto your Honor
that according to the terms of said contract and agreement between
your petitioner the said John K. Remter the said John K. Remter
was to pay and agreed to pay to your petitioner the entire amount
of said contract and six hundred and eighty two dollars for the
materials, fraud pulling up the plumbing on the second floor men-
-tioned when the same should be finished and said contract completed
and fulfilled by your petitioner and your petitioner avers

The said sum of \$7000 and six hundred and sixty two dollars and
 due and owing from the said John K. Pierce to your petitioner for furni-
 -ing materials for and doing the plumbing work as hereinbefore
 set forth on the first day of September A.D. 1857 pursuant to the
 terms of the agreement between the said John K. Pierce and your
 petitioner. And your petitioner sheweth further that he has
 received on said contract the sum of Fourteen hundred and
 fifty three dollars and thirty eight cents for which sum the
 said John K. Pierce is entitled to a credit to apply and to be dedu-
 -cted from said sum of \$7000 and six hundred and sixty two
 dollars which will leave the sum of Eleven hundred and sixty six
 dollars and sixty two cents which said last mentioned sum
 of Eleven hundred and sixty six dollars and sixty two cents still remains
 due and unpaid and owing from the said John K. Pierce to
 your petitioner in pursuance of said contract for furnishing the
 materials for and for erecting and putting up the plumbing
 and other fixtures hereinbefore fully set forth by your petitioner
 for the said John K. Pierce on and about the said Hotel building
 erected and built on the lots and land hereinbefore recited
 which said Hotel is known and described as the Pierce Hotel
 And your petitioner further sheweth that you know that your
 petitioner after the finishing of said contract as aforesaid accounted
 with the said John K. Pierce in relation to the amount due to your
 petitioner on said contract and upon such accounting the said
 John K. Pierce to on the first day of September A.D. 1857 ackn-
 -nowledged himself to owe your petitioner on said contract the said
 sum of Eleven hundred and sixty six dollars and sixty two
 cents and your petitioner further sheweth that for the better

recusing of the payment of a debt of money the said John C. Bremer
made and executed to your petitioners two promissory Notes of which
the following are copies

\$500

Freeport August 7. 1854

Twenty days after date the promise to pay to the order
of James Brown Five Hundred Dollars Value received payable
at the Office of Geo Smith & Co Chicago

Signed. John C. Bremer

Louis H. Durrell

John W. Shaffer

\$666⁶³/₁₀₀

Freeport Sept 1. 1854

Twenty days after date the promise to pay to the Order of
James Brown Six Hundred and sixty six ⁶³/₁₀₀ Dollars at the
Drawing Room of Geo Smith & Co Chicago Value received

Signed. John C. Bremer

Chas. H. Hunk

Your petitioners further shew to unto your Honor that said
Notes have not been paid nor has either of them or any part
thereof been paid and that your petitioners now holds and
owns both of said Notes and that each of said Notes are due

And your petitioners further shew to unto your Honor
that upon examination of the records in the Office of the Clerk of
the Circuit Court and for said County of Stephenson your
petitioners find that a certain deed of record of a deed of trust
made and executed by the said John C. Bremer and Emily C.
Bremer his wife to Geo H. Smith & Co Trustee which said deed
bears date the twenty second day of March A.D. 1856 and is recorded
in Book 10 of mortgages page 217 which said deed among

In the said Joseph B. Smith the following described real estate to wit all those parts of Lots Five and Six in Block Fifty six in the Town of Freeport aforesaid which lie Eastwardly of a line drawn through to the centre of said Lots Five and Six parallel to the Mechanic's Street in said town also lots Three Four and Five in Block Fifty One aforesaid in which said deed of trust was made and executed to secure the payment of a certain promissory note signed by said John H. Bernsten bearing date the twenty second day of March A.D. 1856 which said note was made payable to James Mitchell & Co Eight months after the date thereof said note being for the sum of Five thousand Dollars with interest at ten per cent per annum. Your petitioner is informed and believes that the sum of James Mitchell & Co to whom said note was given was at the time said note was executed employed of James Mitchell Holden Putnam and Alexander Keely

Your petitioner further sheweth unto your Honor that there also appears upon the records in the Office of the Clerk of the Circuit Court made for said County that purports to be the record of a deed of trust made and executed by the said John H. Bernster and Emily L. Bernster his wife to Homer C. Hubbard Trustee which deed bears date the fifteenth day of July A.D. 1856 and is recorded in Book 16 of Mortgages page 114 by which said deed the said John H. Bernster and Emily L. Bernster his wife convey to the said Homer C. Hubbard the following described real estate situated in said County of Stephens in to wit Lots Five and Six in Block Fifty six in the Town of Freeport said deed of trust was made and executed to secure the payment of three certain promissory notes for the sum of Five thousand Dollars each all of which notes bear date the twenty third day of June A.D. 1856 and are payable to the order of John A. Clark

The first of said Notes is payable on the first day of August A.D. 1860
with interest from the first day of August A.D. 1856 The second of said
Notes is payable on the first day of September A.D. 1861 with interest
from the first day of September A.D. 1856 The third of said Notes is
payable on the first day of October A.D. 1862 with interest from the
first day of October A.D. 1856 The interest on all of said Notes being
at the rate of ten per cent per annum payable semiannually
with the current rates of Exchange on New York.

And your petitioner further sheweth unto your Honor that the
three promissory Notes last above mentioned to secure the payment of
which said trust deed was made and executed by William C. B.
Hebald as at meet for the more each and all signed by the
following named persons as joint makers to wit John H. Brewster
Chancellor Martin James Mitchell Henry Smith Henry H.
Penniman John R. Clark John O. Taylor Lewis C. Dyer Dimmock
Wheeler John Conter Merim Bough John Koeber Elbert W.
Clayton Francis Foley Asahel W. Rice Abraham Greene
Thomas Callman John P. Ayer, William M. Buckley John
J. Emmerich Holden Putnam Edward Clark John Wade
Leese B. Snyder Tobias Engle Alexander Chisholm Charles
Aronetiel Hallifford Frederick Köhler James B. Childs
George Pannino Thomas J. Turner Martin H. Keltinger Oscar
Taylor Ebenezer H. Hyde Jacob Reigard Francis H. Brander
and Rudolph Reuter And your petitioner further sheweth
unto your Honor that on the first day of November A.D. 1854
he said John H. Brewster conveyed by a certain deed of gift and
to John H. Clark and Daniel Brewster the piece and parcel of land
with the appurtenances thereto belonging first above described
in which has been erected and built the Brewster house

as hereinbefore set forth by which said last named deed of assignment
 the said John K. Remter conveyed to said John A. Clark and Daniel S.
 Remter said real estate in trust for certain purposes mentioned
 in said deed of assignment and on the day last aforesaid said
 John K. Remter and Emily L. Remter his wife made and executed
 said John A. Clark and Daniel S. Remter a deed of conveyance
 commonly called a quit claim deed by which said last mentioned
 deed of conveyance the said John K. Remter and Emily L. Remter
 his wife quit claimed all the right title and interest of them therein
 John K. Remter and Emily L. Remter his wife to the said John A.
 Clark and Daniel S. Remter their heirs and assigns of and to all
 the lots and parcel of land first hereinabove described in which
 the said Remter House is built. Your petitioners pray that
 the said John K. Remter be set off by the James Russell Holden
 Putnam Alexander Beech, Homer W. Kidd said John A. Clark and
 Daniel S. Remter may be made parties defendants to this
 your petitioners suit and that your petitioners may have a
 full entire and perfect lien upon the lots and parcel of land
 first above described upon which has been built and erected the
 Remter House as hereinbefore set forth and also upon said Remter
 House and the appurtenances thereto belonging to the liquidation
 and satisfaction of your petitioners aforesaid claim and demand
 for furnishing the materials for and for putting up the plumbing
 and fixtures hereinbefore set forth and that your petitioners
 may have a special decree awarded for the sale of the building
 and premises first above described and that your petitioners
 may have such other and further relief as the nature of this
 case shall require and as shall be agreeable to Equity.

May, it please your Honor to grant unto your petitioner a
writ of summons forcing onto said under the seal of this Honor-
able Court directed to the said John K. Sumner Joseph P. Smith
James Butcher Holden Cunniffe Homer B. Hubbard John A. Clark
and Daniel K. Sumner of said County of Stephens and Alexander
Deely of the County of Boone in the State of Illinois commanding
them and each of them by accepting day and under a certain
penalty to be inserted therein to be and appear before your
Honor and there to answer the premises and to stand
to and abide such order and decree thereunto your Honor
shall seem meet.

James P. Smith

By Smeeth & Hubbard his atty

S. D. K. Sumner of Counsel

W

Filed Nov 17. 1854 L. H. Cullen Clerk.

James Rumre
vs.

John H. Remond et al

Plaintiff for Breach of Lease

By the agreement of Thaddeus Smeeth Esquire of Counsel
for the said Rumre and Isaac Marsh Esquire of Counsel
for the said John H. Remond Homer Hubbard Holden Putnam James
Mitchell John W. Shaffer Louis H. Russell Defendants
in this cause and Thomas J. Turner ^{Esq.} of Counsel for Thompson
Hedgeman and others made parties Defendants on their
petition to this Court in this cause on the said agreement has
made and entered into in open Court prior to the trial of the
issues made by the said parties It is Ordered by the Court that
the several answers of the said Defendants filed in this
cause on herein by Thomas J. Comptant and John H.
Remond Joseph Smith Homer Hubbard James Mitchell
Holden Putnam Alexander Keely John W. Clark and Daniel
H. Remond are Defendants because the same is taken from
memory in this cause and that the replication filed by the
said Thomas J. Comptant in the said cause on herein by the said John H.
Remond is Comptant as aforesaid be taken and accepted as a
replication in this cause

Entered January 18. 1858

James Rumre
vs.

John H. Remond et al

Plaintiff for Breach of Lease

An Motion of the said Rumre
by his Attorney It is Ordered by the Court that he have leave
to amend his petition so as to make parties to this suit

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Inbez Orme. George Orme Samuel H. Orme & Co
 Hutchinson Charles H. Dalton Jacob Thomsell In also any
 other parties who may be discovered as parties in interest
 in this suit and ^{if any of said parties} ~~if any of said parties~~ are non residents It is further ordered
 that publication of Notice be made to said Defendants
 in a public newspaper in ordinary cases in Chancery

Entered January 18 1858 -

State of Illinois } In the Circuit Court of said County of the
Stephenson County } December Term ad 1854

John M. Brewster Joseph B. Smith }
James Mitchell Holden Putnam }
Alexander Deely Homer C. Hubbard } Petitioners for
John C. Clark & Daniel J. Brewster } Mechanics Lien
vs
James Brown }

The deponent names of John M. Brewster one of the Defendants in
the above entitled suit & the petitioner of James Brown the petitioner
therein who petitions for a Mechanics Lien and the said John M.
Brewster deponent says that he has heard read the petition of the
said James Brown filed in this cause and that it is true that on the
fifth day of March 1854 the said petitioner and his respondent did
enter into and make an agreement in and to the form as in said
petition set forth and stated and the respondent further answering
admits to be true and so states the fact to be that the said peti-
tioner in pursuance of the terms of said agreement has in said petition
set forth down on or about the first day of April 1854 at the said
City of Keokuk commenced the fulfillment of his said contract
and agreement by or furnishing the materials for and putting
up the fixtures mentioned in said petition on the Hotel building
mentioned in said petition erected on the lots and lands described
in said petition and the said lots and lands the respondent on the
fifth day of March 1854 owned in fee simple and the respondent
further answering says that the said petitioner in pursuance of
his said agreement with the respondent continued on the execution
and fulfillment of his said contract until the first day of
September 1854 in which said last date the said petitioner

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has finished fulfilled and completed his said contract and this respondent further admits that in consideration of the fulfillment of said contract this respondent became indebted to the said petitioner in the sum of Two thousand six hundred and twenty two dollars as stated in said petition and that there now remains due of said last named sum the sum of Eleven thousand eight hundred and twenty two cents as stated in said petition which last named sum still remains due and unpaid (\$11,862⁶²/₁₀₀)

John M. Remster

State of Illinois

Stephen M. Smith

} John M. Remster being first duly sworn deposes and says that the foregoing and every other matter and things therein contained are true

John M. Remster

Subscribed and sworn to this 14th day
of December A.D. 1854 before me
H. C. Hibbard Notary Public

Filed Dec^r 21, 1854

L. M. Guiteau Clerk

James Brown
Pls

John & Penster others

In the Circuit Court of the County of
Sutphen in the State of Oregon
of the April Term AD 1858

Amendments to the petition filed in this cause makes pur-
=suant to the Order of said Court at the December Term thereof
AD 1854 After the word "built" in the twenty fifth line from
the top of thirteen the page in the original petition read as follows
to wit And your petitioner further sheweth unto your Honor
that there appears among the records of this Court in the office
of the Clerk of this Court a record of two judgments one of which
said judgments was rendered at the September Term of this Court
in the twenty fifth day of September AD 1854 in favor of James
O'Horne, George Osborne, Samuel M. Pusey, John B. Hutchinson
Charles H. Dalton and Jacob Wendell against the said John &
Penster John H. Schaffer and Louis H. Russell for the sum of twenty
seven hundred and two dollars and thirteen cents damages
and the other of the said judgments was rendered in favor of the
last above named Plaintiffs against the said John & Penster at
the said September Term of this Court on the fifteenth day of
September AD 1854 for the sum of Six hundred and seven and
eighty eight cents damages And your petitioner further
sheweth unto your Honor that the said judgments were rendered at
aforesaid long after the lien of your petitioner had attached to the
land in your petitioner's original petition described and your
petitioner further sheweth unto your Honor that the said judgments
have been nearly all paid and satisfied and your petitioner prays
that the said above named plaintiffs on ^{the} said judgments above
mentioned may be made defendants hereto and your petitioner
further prays that your Honor will decree and order that that

your petitioners herein shall attach to the said land and the Premises
 Hence created thereon as a prior lien and in preference to the
 lien of the said plaintiffs in the said judgments above recited
 and that your petitioners claim and demand as set forth in your
 petitioners original petition in this cause shall be entirely paid
 and satisfied by the sale of the said land and Premises or
 otherwise as to your Honor shall seem Equitable and
 just before the said plaintiffs in the said judgments above
 named shall have any of the proceeds of any sale or other
 disposition of said land and Premises.

Sincerely
 Yours

Solicitors for petitioners

Filed Jan 25 1858

L. W. Guiteau Clerk

James Brown
 &

John McRenter Esq. } Quotations Defendants James Mitchell
 & John W. Shaffer and Louis B. Russell Chancery Practice (Hanson)
 Queen Thimblem Thelma and others recited in the notes from
 John McRenter to John C. Clark Esq. & Hall and every of the funds
 and proceeds from made and decreed by the Court in the
 above entitled cause and pay that their their exceptions be signed
 and sealed by the Court and this done Benj. A. Shelton Secy

Filed Jan 24 1859 L. W. Guiteau
 Clerk

In the Circuit Court of Stephenson County Illinois of the
Intermarriage of the Quint of December AD 1857
application of Abigail G. G. Reff

vs
John M. Brewster

Defn State of Illinois

Stephenson County

To the Honorable Benjamin A. Shelton

Presiding Judge of the Court the Judicial District of the State
of Illinois The petition of Abigail G. G. of the City of Freeport
County of Stephenson and State of Illinois respectfully sheweth unto
your Honor that in the month of May AD 1856 your petitioner made and
entered into a certain verbal contract with the John M. Brewster said
County by which said verbal contract your petitioner contracted and
agreed to with the said John M. Brewster that your petitioner would
furnish the material of stone mortar necessary for the purpose
and would build and erect for the said John M. Brewster as the
foundation wall of stone mortar furnished by your petitioner as
also the masonry service of your petitioner a certain stone &
mortar cellar wall which was afterwards and more lately
erected a certain Hotel building on said City of Freeport County of
Stephenson & State of Illinois & known as the Brewster House on said
City which Hotel building the said John M. Brewster was at the
date aforesaid erecting and building on the following recited
lots of land situated on the said City of Freeport County of Stephenson
& State of Illinois to wit Lots No Five and Six in Block No Eight
is in the original Town of Freeport (now City of Freeport) and
on wall that part of lot No Seven on said Block recited as
following Commencing at the Northwest corner of lot No Six
aforesaid and running thence Southwardly along the line

between lots Six & Seven on said Block to be six thirty five feet then
 the extraordinary line parallel with Ridge Street twenty feet thence
 Northwardly on a line parallel with Mechanics Street thirty five feet
 to Ridge Street thence Eastwardly along Ridge Street to the place
 of beginning from more full description of said lots and land
 reference may be had to the recorded plat of said town of Freeport
 (now City of Freeport) recorded in the Office of the Clerk of the Circuit
 Court and for said County of Stephens and your petitioner
 further shews unto your Honor that at the time of the making the
 contract aforesaid the said John M. Remter was the owner in fee
 simple of all and every the foregoing described lots and parcels of land
 And your petitioner further shews unto your Honor that in pursuance
 of the aforesaid contract with said John M. Remter your petitioner
 furnished the necessary stone mortar and did erect construct build
 the aforesaid stone cellar wall on the aforesaid lots of land for the
 said John M. Remter and that said John M. Remter agreed and promised
 to pay your petitioner for said material and labor the sum of One
 dollar and fifty cents for each and every perch of time in the
 stone cellar wall aforesaid and in the month of July and 1854 your
 petitioner finished & completed the said stone cellar wall on the lots
 of land aforesaid for the said John M. Remter in a good workmanlike
 manner & rightly and the said John M. Remter accepted & received
 the same and he agreed to the contract aforesaid said sum of all
 amounting to Nine hundred and fifty four for the perches at
 One dollar and fifty cents per perch making the sum of One thousand
 four hundred and thirty One dollars and thirty seven cents (\$1237.37)
 out of which should properly be deducted for goods received
 the sum of One thousand Four hundred and twenty three dollars

Twenty five cents (\$1263.95) having now justly & honestly & regularly due
to your petitioner from the said John K. Remter and as a ~~part~~ fresh
spoken for when the aforesaid lots of land & the equity the sum of
One hundred and sixty seven dollars & forty two cents (\$167.42, and
your petitioner further shews that said John K. Remter at about
the time last aforesaid promised & agreed to pay unto your petitioner
the aforesaid sum of money but that said John K. Remter has not
paid said sum of money or due or any part thereof that said sum
of One hundred and sixty seven dollars & forty two cents is now due as
aforesaid due and owing by the said John K. Remter to your
petitioner. And your petitioner further shews unto your Honor
that your petitioner after finishing the stone cellar wall and work
aforesaid your petitioner accounted with the said John K. Remter
in relation to the amount due to your petitioner on the note aforesaid
and upon such accounting the said John K. Remter both
on March the month of July and 1854 acknowledged himself to me
and be indebted to your petitioner for aforesaid note & labor on the
sum of One hundred and sixty seven dollars & forty two cents (\$167.42)
and your petitioner further shews unto your Honor that said
sum of \$167.42 now no part thereof has ever been paid to your
petitioner but that said sum of money is now due owing to
your petitioner as aforesaid. And your petitioner further shews
unto your Honor that upon Examination of the records in the Office
of the Clerk of the Circuit Court (Ex officio Recorder) in and for said
County of Stephens your petitioner finds on his books & records to the
the record of a deed of Trust made and executed by the said John K.
Remter and Emily L. Remter his wife & Joseph Smith L. Luns
the said deed of Trust bears date the Twenty second day of March
and 1856 and is recorded in Book of Mortgages page 21 of which

between lots Six & Seven on said Block Fifty six thirty five feet then
 the northerly line parallel with Ridge Street twenty feet then
 the northerly line parallel with Mechanics Street thirty five feet

and need convey to the said tract of land the following described real
 estate to wit all those parts of lots Five and Six on Block Fifty six in
 the Town of New York and which lie Easterly of a line drawn
 through the center of said lots five and six parallel with the Mechanics
 Street in said town. Also lots Three Four Five on Block Fifty one
 in said town (which said deed of Conveyance was made and executed
 to secure the payment of a certain promissory note signed by said
 John K. Remster bearing date the twenty second day of March and
 1856 which said note was made payable to James Nuttall Esq
 Eight months after the date thereof said note being for the sum
 of Five thousand dollars on which there is a charge of ten per cent per
 annum. Your petitioner is informed and believes that the firm
 of James Nuttall & Co to whom said note was given was at the time
 said note was executed composed of James Nuttall Holden Putnam
 and Alexander Deely and your Petitioner further sheweth your
 Honor that there also appears upon the records in the office of
 the Clerk of the Circuit Court (Ex Officio Recorder) in and for said
 County of Stephenson which purports to be the record of a deed of Conveyance
 made and executed by the said John K. Remster and Emily L. Remster
 his wife to Homer A. Hibbard Trustee which said deed bears date
 the fifth day of July and 1856 and is recorded in Book No 1 of
 Mortgages page 117 by which said deed the said John K. Remster
 Emily L. Remster his wife convey to the said Homer A. Hibbard the
 following described real estate situated in said County of Stephenson
 to wit Lots Five and Six on Block Fifty six in the Town of New York
 said deed of Conveyance was made and executed to secure the payment
 of three certain promissory notes for the sum of Five thousand
 dollars each all of which notes bear date the twenty third day

of June ad 1856 amount payable to the order of John A. Clark. The
first of said notes is payable on the first day of August ad 1860 with
interest from the first day of August ad 1856. The second of said
notes is payable on the first day of September ad 1861 with interest
from the first day of September ad 1856. The third of said notes is
payable on the first day of October ad 1862 with interest from
the first day of October ad 1856. The interest on all of said notes
being at the rate of ten percent per annum payable semiannually
with current rate of exchange on New York. Your petitioners further
show unto your Honor that the three promissory notes last above
mentioned to secure the payment of the above deed of Trust was
made and executed by said Homer & Hubbard as above set forth
and each and all signed by the following named persons as joint
makers to wit: John K. Remster, Chancellor, Martin James Bucklett,
Henry Strohm, Henry K. Penniman, John Black, John Taylor,
Jacob Sheetz, Thomson H. Leroy, John Conter, Herman Bright, John
Kochel, Elbert W. Clarks, Francis Foley, Asahel M. Rice, Asahel
Green, Thomas Calhoun, John P. Ripley, William M. Buckley, John
Emmett, Holden Putnam, Silas D. Clark, John Hades, Esq. & Burr
Thomas Engle, Alexander C. Hunt, Charles Rosensteel, Hollis Jewell,
Herbert P. Kibler, James B. Child, George Turnstone, Thomas J.
Turner, Matthias Kettinger, Oscar Taylor, Ebenezer H. H. H. H.
Pigaid, Francis D. J. Barley, & Rudolph B. B. B. B. And your petitioners
further show unto your Honor that on the first day of November
ad 1857 the said John K. Remster conveyed by a certain deed of
a feignment to John A. Clark and Daniel J. Remster the pieces and
parcels of land on the appurtenances hereunto belonging first
above described in which has been erected and built the said Remster
House as herein before stated and set forth by which said

last named deed of assignment the said John M Remster conveyed to the said John A Clark and Daniel S Remster said real estate in & to which for certain purposes mentioned on said deed of assignment and on the day last aforesaid said John M Remster and Emily L Remster his wife made and executed to said John A Clark and Daniel S Remster a deed of conveyance commonly called a quitclaim deed by which the said last mentioned deed of conveyance the said John M Remster and Emily L Remster his wife quit claimed all the right title and interest of them the said John M Remster and Emily L Remster his wife to the said John A Clark and Daniel S Remster their heirs and assigns of and to all the lots and parcels of land first ^{above} described on which the said Remster House is built

Now therefore your petitioners respectfully pray that the said John M Remster Joseph B Smith James Mitchell Holden Putnam Alexander Reedy Homer St Hubbard John A Clark and Daniel S Remster may be made parties defendants to this your petitioners suit and that your petitioners may have a full and entire and perfect lien upon the lots and parcels of land & premises first herein above described upon which has been built and erected the Remster House as herein before stated and set forth and also upon said Remster House and the appurtenances thereto belonging & the liquidation and full satisfaction of your petitioners aforesaid claim and demand for work labor & services & materials bestowed as herein before stated and set forth and further that your petitioners may have a special execution to them awarded for the sale of the building and premises first herein above described and that your petitioners may have such other and further relief on the premises as the nature of this case shall seem to require and as shall

be agreeable to Equity and good conscience; May it please your
Honors to grant unto your petitioners the proper writ of summons
issuing out of and under the seal of this Honorable Court directed
to the said John K. Remster Joseph B. Smith, James Mitchell Holden
Putnam Homer W. Hubbard John A. Clark & Daniel F. Remster
of said County of Stephenson and also to Alexander Deely of the
County of Boone in said State of Illinois commanding them
and each of them by a certain day and under a certain penalty
to be therein inserted to appear before your Honor according
to law and then and there to answer the premises and to stand
to and abide and perform such order and decree therein as to
your Honor shall seem meet and agreeable to Equity and the
law in such cases made and provided. And your petitioners
will ever pray &c

Alfred F. Ficke

Charles Pettit

Attys Counsel for petitioners

Sammy Woods of Counsel

Filed Nov 20 1854

L. W. Guitary Clerk

State of Illinois } In the Circuit Court of said County
 Stephen County } of the December Term A.D. 1854
 John K. Remster & Joseph B. Smith
 James Mitchell Holden Putnam
 Alexander Reely Homer C. Hubbard } Petition for Mechanic's
 John C. Clark & Daniel Spencer } Lien
 vs
 Defs
 Alois Thiebs

Refd

The character and name of John K.

Remster one of the Defendants in the above entitled and to the petition
 of Alois Thiebs the petitioner therein who petitioned for a Mechanic's Lien
 and the said John K. Remster answering said petition that he has read and
 the petition of the said Plaintiff Alois Thiebs filed in this cause and
 that it is true that in the month of May A.D. 1856 the said petitioner
 and his respondent did enter into and make an agreement in and to the
 and form as is in the said petition set forth and stated and this respondent
 further answering admits to be true and so states to the fact to be
 that the said petitioner in pursuance of the term of the said agreement
 as in said petition is set forth did not in the month of May
 A.D. 1856 at the City of Freeport in said County commence laboring for his
 respondent in furnishing material and labor in the erection of certain
 cellar wall being the stone cellar wall under the said Remster House
 as in said petition therein mentioned which said Remster House or
 cellar
 area is located on the lots of land on the said petition therein mentioned
 which said lots ^{of} land this respondent on the said month of May
 A.D. 1856 owned in fee simple and this respondent further answering says
 that the said petitioner in pursuance of the said agreement on the
 respondent continued to furnish material and labor and on the
 erection of said cellar wall under said Remster House or hotel
 building when in the month of July A.D. 1857 the said petitioner

furnished and completed the said cellar and stairs then the same were
 by this respondent and this respondent further answering admits that the
 services of the said petitioner as well as the materials furnished by said
 petitioner on said cellar and stairs that said petitioner did melt and truly fur-
 nish said materials and erect said cellar and stairs in motion
 on the cellar wall the said Remerton House Hotel building was erected as in
 said petition is charged and alleged that the material furnished and labor
 done furnished by said petitioner in the erection of the said
 cellar wall under said Remerton House was agreed to be and is worth
 the sum of One thousand Three hundred and thirty seven cents that it
 is proper that the sum of One thousand Three hundred and thirty seven
 cents should be credited in the agreed claim of said petitioner and be
 deducted from said claim that the balance on said work for material
 on which there is properly due to said petitioner from the respondent the
 sum of One thousand and eighty seven dollars and forty seven cents being the
 proper and just amount now due from the respondent to the said petitioner
 for the material furnished and labor done on said Remerton House a
 premises in said petition mentioned and in the check in the annex
 hereto before mentioned set forth and the respondent hereby agrees and
 consents that the check in the annex filed in this cause by said petitioner against
 the respondent and others may be duly entered and adjudged by said
 Court against the respondent the same amount of One thousand and eighty
 seven dollars and forty seven cents being justly due to said petitioner along
 with the services and materials so as aforesaid done and furnished for the
 erection of said cellar wall upon the premises in said petition mentioned.

John K. Remerton

Subscribed and sworn to before me this 28 day of December 1857 at New York City
 John K. Remerton
 Filed Dec 29 1857 J. D. G. J. & Co. Secy

Morris Throckmorton } Petition for Meech's Lien
 &c.

John H. Brewster Esq. By the agreement of ^{Charles} ~~Madison~~ ^{Betts} Esquire of Counsel for the said Petitioner and John
 Marsh Esquire of Counsel for Joseph B. Smith the Honorable William
 Holden Putnam James Mitchell John H. Shaffer Louis
 B. Russell Defendants in this cause and Thomas J. ^{Esq.} ~~Thompson~~
 of Counsel for Thompson Alexander & Co. made parties Defen-
 dants on their petition to this Court in this cause which
 said agreement was made and entered into in open Court
 prior to the trial of the issues made by the said parties. It is
 Ordered by the Court that the several answers of the said
 Defendants filed in this cause wherein Jay Thomas is
 complainant and John H. Brewster, Joseph B. Smith the Honorable
 William Holden Putnam Alexander
 Keely John C. Clark & Daniel S. Brewster ^{are Defendants} be and the
 same is taken for an answer in this cause and that the
 replication filed by the said Jay Thomas in the said cause
 wherein he the said Jay Thomas is complainant as aforesaid
 be taken and accepted as a replication in this cause

Entered January 18, 1858

Morris Throckmorton } Petition for Meech's Lien
 &c.

John H. Brewster Esq. On Motion of the said Petitioner by his
 Attorney it is Ordered by the Court that he have leave to amend
 his petition so as to make parties to this with Inez & Homer
 George & Honey Samuel K. Payson, John B. Hutchinson, Charles
 H. Dalton & Geo. H. Russell & also any other parties who may

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be discovered as parties or interested in this suit and if they
are none such the further Order that publications of
Notice be made to said Defendants in a public newspaper
as in ordinary cases in Chancery.

Entered January 18 1858.

Oliver Fiske
Es.
John K. Remmen Etal

In the Circuit Court of the County of Jefferson
in the State of Illinois of the April Term A.D. 1858

Amendments to the petition in this cause made pursuant to the order
of said Court at the December Term thereof A.D. 1854 after the word "built",
in the fourth line from the beginning of the eleventh paragraph of the petition filed
in this cause read as follows to wit: "and your petitioner further sheweth that
unto your Honor that there appears among the records of this Court in the office
of the clerk of this Court a record of two judgments to wit the said judgments was
rendered at the September Term of this Court on the nineteenth day of
September A.D. 1854 in favor of the said George O. Honey, Samuel M.
Payson & John K. Hutchinson Charles H. Dalton and Jacob H. Hensell
against the said John K. Remmen John H. Shaffer and Louis J. Burrell
for the sum of twenty seven hundred and no dollars and thirteen
cents damages and the other said judgments was rendered in favor of the
last above named plaintiff against the said John K. Remmen at the said
September Term of this Court on the fifteenth day of September A.D. 1854
for the sum of Six Hundred and seven dollars and eighty eight cents
damages and your petitioner further sheweth unto your Honor that the
said judgments were rendered as aforesaid long after the filing of your petition
has attached to the said premises on your petitioners original petition
recited and your petitioner further sheweth unto your Honor that the
said judgments have been nearly all paid realized and your petitioner
prays that the said above named plaintiffs on the said judgments above
named may be made parties defendants thereto and your petitioner further
prays that your Honor might well decree and order that your petitioners
lien shall attach to the said land premises and the Burrell House
created thereon as a prior lien and in preference to the lien of the said
plaintiffs in the said judgments above recited and that your

petitioners claims and demands set forth in your petitioners original
petition in this cause shall be entirely paid & accepted by the sale
of said lands and Premises & as to your Honor
shall seem Equitable and just before the said plaintiff or the
said defendants or one named shall have any of the proceeds of any sale
or other disposition of said lands and Premises & as to your Honor

Along Truck By
Chas Beets his Solicitor

Now, it please your Honor to grant unto your petitioners the proper
 writ of Summons of coming out of said under the seal of this Honorable
 Court directed to the said Along Truck George O Honey Samuel Mc
 Cayson. John R Hutchman Charles H Dalton and Jacob Kendall in
 commanding them and each of them by a certain day and under
 a certain penalty to be therein inserted to be and appear before
 your Honor according to law and then there to answer the premises
 and to stand to and abide & perform such order & decree therein
 made as your Honor shall seem meet and agreeable to Equity
 and the law in such case made provided and your petition
 will ever pay &c

Along Truck
By Chas Beets his Solicitor

Filed Jan, 26 1858 L. H. Justice Clerk
By Wm H Perry Dep

Olis Gieke

Es

John McQuinn Esq.

Petition for Mch Lien

} Another said Defendants James
Mitchell Es John McShaffer and Louis J Russell Chanceller
Prailing Abraham Queens Thompson Hileone and others
recurses on the notes from John McQuinn to John H Clarke
Esq to all audency of the findings Cluses and decree ^{found} made
and decreed by the Court in the above entitled cause and may
that this their Exekution be signed and sealed by the Court
and this done

Benj R Shelton Seal

Filed Jan 24. 1859

L. McQuinn Blk

In the Circuit Court of Stephenson County Illinois of the
In the matter of the
application of Abigail Trickett

June 1st December A.D. 1857

vs
John M. Brewster

Def

Def

State of Illinois

Stephenson County

To the Honorable Benjamin A. Shelton

presiding Judge of the Southern District of the State
of Illinois The petition of Abigail Trickett of the City of Freeport
County of Stephenson and State of Illinois respectfully sheweth unto
your Honor that in the month of May A.D. 1856 your petitioner made and
entered into a certain verbal contract with John M. Brewster of said
County by which said verbal contract your petitioner contracted and
agreed to with the said John M. Brewster that your petitioner would
furnish the material of stone mortar necessary for the purpose
and would build and erect for the said John M. Brewster the
foundation wall of stone mortar furnished by your petitioner as
also the masonry service of your petitioner a certain stone &
mortar cellar wall which was afterwards and now stands
erected a certain Hotel building in said City of Freeport County of
Stephenson and State of Illinois known as the Brewster House in said
City which Hotel building the said John M. Brewster was at the
date aforesaid erecting and building on the following described
lots of land situated in the said City of Freeport County of Stephenson
and State of Illinois to wit Lots No. Five and Six in Block No. Eight
is in the original Town of Freeport (now City of Freeport) and
where all that part of lot No. Seven in said Block described as
following commencing at the Northeast corner of lot No. Six
aforesaid and running thence Southwardly along the line

between lots Six & Seven on said Block Eighty six thirty five feet then
 the said diagonal line parallel with Ridge Street thence feet then
 the said diagonal line parallel with Mechanics Street thirty five feet
 to Ridge Street thence Eastward along Ridge Street to the place
 of beginning from more full description of said lots and land
 reference may be had to the recorded plat of said town of Chebok
 (now City of Chebok) recorded in the Office of the Clerk of the Circuit
 Court in and for said County of Stephens And your petitioner
 further shews unto your Honor that at the time of the making the
 contract aforesaid the said John M. Remter was the owner in fee
 simple of all and every the foregoing described lots and parcels of land
 And your petitioner further shews unto your Honor that in pursuance
 of the aforesaid contract with said John M. Remter your petitioner
 furnished the necessary stone mortar and did erect construct build
 the aforesaid stone cellar wall on the aforesaid lots of land for the
 said John M. Remter and that the said John M. Remter agreed and promised
 to pay your petitioner for said material and labor the sum of One
 dollar and fifty cents for each and every perch of stone in the
 stone cellar wall aforesaid and in the month of July and 1854 your
 petitioner finished & completed the said stone cellar wall on the lots
 of land aforesaid for the said John M. Remter in a good and workmanlike
 manner & rightly and the said John M. Remter accepted & received
 the same as done agreeable to the contract aforesaid said stone wall
 amounting to Nine hundred and fifty four one fourth perches at
 One dollar & fifty cents per perch making the sum of One thousand
 four hundred and thirty One dollar and thirty seven cents (\$1433.75)
 out of which should properly be deducted for goods received
 the sum of One thousand & four hundred and thirty three dollars

Twenty five cents (\$1263.95) being now justly & lawfully due
to your petitioner from the said John K. Bement and as a ~~part~~ such
proper lien upon the aforesaid lots of land & property the sum of
One hundred and sixty seven dollars & forty two cents (\$167.42, and
your petitioner further shews that said John K. Bement at or about
the time last aforesaid promised & agreed to pay unto your petitioner
the aforesaid sum of money but that said John K. Bement has not
paid said sum of money or due or any part thereof that said sum
of One hundred and sixty seven dollars & forty two cents is now due & so as
aforesaid due and owing by the said John K. Bement to your
petitioner. And your petitioner further shews unto your Honor
that your petitioner after finishing the stone cellar wall and on the
aforesaid your petitioner accounted with the said John K. Bement
in relation to the amount due to your petitioner on the note aforesaid
and upon such accounting the said John K. Bement both
on or about the month of July and 1854 acknowledged himself to owe
and be indebted to your petitioner for aforesaid note or claim on the
sum of One hundred and sixty seven dollars & forty two cents (\$167.42)
and your petitioner further shews unto your Honor that said
sum of \$167.42 now no part thereof has ever been paid to your
petitioner but that said sum of money is now due & owing to
your petitioner as aforesaid. And your petitioner further shews
unto your Honor that upon Examination of the records in the Office
of the Clerk of the Circuit Court (Ex officio Recorder) in and for said
County of Stephens your petitioner finds on his books & records to the
effect of a deed of Trust made and executed by the said John K.
Bement and Emily L. Bement his wife & Joseph W. Smith & others
where said deed of Trust bears date the twenty second day of March
and 1853 and is recorded in Book L of Mortgages page 211 which

said deed conveyed to the said trust of the following described Real
 estate to wit all three parts of lots Five and Six on Block 6 Fifth Ave in
 the Town of New York and which lie Easterly of a line drawn
 through the center of said lots five and six parallel to the Mechanics
 Street in said town. Also lots three Four and Five on Block 6 Fifth Ave
 in said Town (the head of deed of trust was made and executed
 to secure the payment of a certain promissory note signed by said
 John K Remter bearing date the Twenty second day of March and
 1856 which said Note was made payable to James Nuttall & Co
 Eight months after the date thereof said Note being for the sum
 of Five Thousand Dollars on which there is a ten percent per
 annum. Your petitioner is informed and believes that the firm
 of James Nuttall & Co to whom said Note was given was at the time
 said Note was executed an agent of James Nuttall Holden Putnam
 and Alexander Deely and your Petitioner further sheweth to your
 Honor that there also appears upon the records in the Office of
 the Clerk of the Circuit Court (Ex Officio Recorder) in and for said
 County of Stephens in which books to be the record of all deeds of trust
 made and executed by the said John K Remter and Emily L Remter
 her wife to Homer H Hibbard Trustee which said deed bears date
 the fifth day of July A.D. 1856 and is recorded in Book No 1 of
 Mortgages page 114 by which said deed the said John K Remter
 Emily L Remter his wife conveyed to the said Homer H Hibbard the
 following described real estate situated in said County of Stephens
 to wit Lots Five and Six on Block 6 Fifth Ave in the Town of New York
 said deed of trust was made and executed to secure the payment
 of three certain promissory Notes for the sum of Five Thousand
 Dollars each all of which Notes bear date the Twenty third day

of bond ad 1856 and are payable to the order of John A. Clark. The
 first of said Notes is payable on the first day of August ad 1860 with
 interest from the first day of August ad 1856. The second of said
 Notes is payable on the first day of September ad 1861 with interest
 from the first day of September ad 1856. The third of said Notes is
 payable on the first day of October ad 1862 with interest from
 the first day of October ad 1856. The interest on all of said Notes
 being at the rate of ten percent per annum payable semiannually
 with current rate of Exchange on New York. Your petitioners further
 shew unto your Honor that the three promissory notes last above
 mentioned to secure the payment of the bonds of said Turkish was
 made and executed by said Homer & Hebbard as above set forth
 were each and all signed by the following named persons as joint
 makers to wit: John K. Remster, Chancellor, Martin, James, Bucksett,
 Henry Strohm, Henry Pennumans, John Black, John O. Taylor,
 Jacob Sheetz, Thompson, Helen, John Conter, Herman Bright, John
 Hebel, Gilbert W. Clavette, Francis Wiley, Asabel W. Rice, Abraham
 Green, Thomas Calman, John P. Ryer, William M. Buckley, John
 Emmet, Holden Putnam, Idas A. Clark, John Hares, George Bruner,
 Tobias Engle, Alexander Chink, Charles Brewster, Hollis Jewell,
 Hercules P. Kiddle, James B. Child, George Cummings, Thomas J.
 Turner, Matthias Kettinger, Oscar Taylor, Ebenezer H. W. Scherf,
 Rigaid Francis, J. B. Bannley, & Rudolph Reubaker. And your petitioners
 further shew unto your Honor that on the fourth day of November
 ad 1857 the said John K. Remster made by a certain deed of
 a feignment to John A. Clark and Daniel J. Remster the pieces and
 parcels of land on the map and notices hereunto belonging which
 above described in which has been created and built the said Remster
 Homer as hereinbefore stated and set forth by which said

last named deed of assignment the said John M. Remter conveyed to the said John A. Clarke and Daniel J. Remter said real estate in and to for certain purposes mentioned in said deed of assignment and on the day last aforesaid said John M. Remter and Emily L. Remter his wife made and executed to said John A. Clarke and Daniel J. Remter a deed of conveyance commonly called a quitclaim deed by which the said John M. Remter and Emily L. Remter his wife quit claimed all the right title and interest of them the said John M. Remter and Emily L. Remter his wife to the said John A. Clarke and Daniel J. Remter their heirs and assigns of and to all the lots and parcels of land first herein^{above} described on which the said Remter House is built.

Now therefore your petitioners respectfully pray that the said John M. Remter doth permit the James Mitchell Holden Putnam Alexander Reely Homer C. Hubbard John A. Clarke and Daniel J. Remter may be made parties defendants to this your petitioners and that your petitioners may have a full entire and perfect lien upon the lots and parcels of land and premises first herein above described upon which has been built and erected the Remter House as herein before stated and set forth and also upon said Remter House and the appurtenances thereto belonging to the liquidation and full satisfaction of your petitioners aforesaid claim and demand for work labor services or materials bestowed as herein before stated and set forth and further that your petitioners may have a special execution to them awarded for the sale of the building and premises first herein above described and that your petitioners may have such other and further relief on the premises as the nature of this case shall seem to require and as shall

be agreeable to Equity and good conscience, May it please your
Honor to grant unto your petitioners the performance of a summons
issuing out of and under the seal of this Honorable Court directed
to the said John B. Kemster Joseph B. Smith James Mitchell Holden
Putnam Homer W. Kebley John C. Clark & Daniel Kemster
of said County of Stephens and also to Alexander Deely of the
County of Boone in said State of Illinois commanding them
and each of them by a certain day and under a certain penalty
to be therein inserted to be appeared before your Honor according
to law and then and there to answer the premises and to stand
to and abide and perform such order and decree herein as to
your Honor shall seem meet and agreeable to Equity and the
law in such cases made and provided. And your petitioners
will ever pray &c

Chas. F. Smith

Charles Pettit

Attys Counsel for petitioners

Tommy Woods of Counsel

Filed Nov 20 1854

L. W. Guitteau Clerk

State of Illinois In the County of Cook
 Stephen Conroy & of the December Term ad 1854
 John K. Remter vs. John B. Smith
 James Mitchell Holden Putnam
 Alexander Neely Homer C. Hubbard Petitioner for Mechanic's
 John C. Clark Daniel Spencer Lien
 ad Defs
 Alois Frick

Refd

The separate answer of John K.

Remter one of the Defendants in the above entitled suit to the petition
 of Alois Frick the petitioner therein who petitions for a Mechanic's Lien
 and the said John K. Remter answering to the said Alois Frick and
 the petition of the said Plaintiff Alois Frick filed in this cause and
 that it is true that in the month of May ad 1853 the said petitioner
 and his respondent did enter into and make an agreement in and to
 and from as is in the said petition set forth and stated and this respondent
 further answering admits to be true and so states to the fact to be
 that the said petitioner in pursuance of the terms of the said agreement
 as in said petition is set forth did on or near the month of May
 ad 1853 at the City of Freeport near front commence laboring for his
 respondent in furnishing material and labor in the erection of certain
 cellar wall being the stone cellar wall under the said Remter House
 as in said petition therein mentioned and the said Remter House
 cellar is located on the lots of land in the said petition therein mentioned
 which said lots are ^{the} land this respondent on the said month of May
 ad 1853 owned in fee simple and this respondent further answering says
 that the said petitioner in pursuance of the said agreement on the
 respondent continued to furnish material and labor and on the
 creation of said cellar wall under said Remter House or Hotel
 building then on the month of July ad 1854 the said petitioner

furnished and completed the said cellar wall which was then & there was accepted by this respondent and this respondent further annexing admits that the service of the said petitioner as well as the materials furnished by said petitioner on said cellar and that said petitioner did well and truly furnish said materials and erect said cellar wall of stone & mortar which cellar wall the said Remten Kme & Hotel building was erected as in said petition is charged and alleged that the material furnished and labor done furnished by said petitioner in the erection & construction of the said stone cellar wall under said Remten Kme was agreed to be and is worth the sum of One thousand & thirty one dollars & thirty seven cents that it is proven that the sum of One thousand & thirty three dollars and seventy five cents should be credited on the aforesaid claim of said petitioner or should be deducted from said claim that the balance on said work of labor material & construction properly & justly due to said petitioner from this respondent the sum of One thousand and seventy seven dollars & forty two cents being the proven and proven amount now due from this respondent to the said petitioner the sum on the material furnished and labor done in said Remten Kme & premises in said petition & mentioned and in this respondent's annexment hereinbefore mentioned set forth And this respondent hereby agrees and consents that the Mechanic lien filed in this cause by said petitioner against this respondent and others may be duly entered and adjudged by said Court against this respondent to the same amount of One thousand & thirty seven dollars & forty two cents being justly due to said petitioner and also that for services and materials as aforesaid done & furnished for the erection of said cellar wall upon the premises in said petition mentioned

John M. Remten

Salvatorelli vs. John M. Remten of said County being duly sworn to at the Court that he is the identical John M. Remten referred to in the petition for mechanic lien filed by Alois Buchagansich the said John M. Remten and others in the suit in which this annexment is filed that the foregoing annexment and the matter of the said annexment of this defendant have been
 Subscribed & sworn to before me this 28 day of June 1854 at St. Louis by A. D. McKibbin Notary Public
 Filed Dec 29 1854 at St. Louis

Morris Thibault } Petitioner for Meech's Lien
vs.

John H. Brewster Et al } By the agreement of ^{Charles} ~~Madison~~ ^{Madison}
~~James~~ Esquire of Counsel for the said Petitioner and John
Marsh Esquire of Counsel for Joseph B. Smith Homer St. Hubbard
Holden Putnam James Mitchell John H. Shaffer Louis
& Russell Defendants in this cause and Thomas J. ^{Esq.} Plumer
of Counsel for Thompson & Lenox who have made parties ~~Defen-~~
-dants on their petition to this Court in this cause which
said agreement was made and entered into in open Court
prior to the trial of the issues made by the said parties has
Ordered by the Court that the several answers of the said
Defendants filed in this cause wherein Jay Thomas is
complainant and John H. Brewster, Joseph B. Smith Homer
St. Hubbard James Mitchell Holden Putnam Alexander
Reely John C. Clark & Daniel S. Brewster ^{are Defendants} be and the
same is taken for an answer in this cause and that the
repleading filed by the said Jay Thomas in the said cause
wherein he the said Jay Thomas is complainant as aforesaid
be taken and accepted as a repleading in this cause

Entered January 18, 1858

Morris Thibault } Petitioner for Meech's Lien
vs.

John H. Brewster Et al } And motion of the said Petitioner by his
Attorney this Ordered by the Court that he have leave to amend
his petition so as to make parties to this suit Inez & Homer
George A. Honey Samuel H. Payson, John B. Hubbard, Charles
H. Dalton & Geo. H. Russell & also any other parties who may

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be deemed as parties in interest in this suit and if they
are non residents this further Order that publications of
Notice be made to said Defendants in a public newspaper
as in ordinary cases in Chancery.

Entered January 18 1858.

Chas. F. Fick
Esq.
John K. Remmen Esq.

In the Court of the County of Jefferson
State of Louisiana of the April Term 1858

Amendments to the petition in this cause made pursuant to the order
of said Court at the December Term thereof A.D. 1854 after the word "built"
in the first line from the beginning of the eleventh paragraph of the petition filed
in this cause read as follows to wit "And your petitioner further sheweth that
unto your Honor that there at least among the records of this Court in the office
of the clerk of this Court are records of judgments to wit the said judgments was
rendered at the September Term of this Court on the nineteenth day of
September A.D. 1854 in favor of the said George O. Honey, Samuel M.
Payson & Amos Hutchinson Charles H. Dalton and Jacob Hensell
against the said John K. Remmen John H. Shaffer and Louis J. Burnell
for the sum of ninety seven hundred and no dollars and thirteen
cents damages and the other said judgments was rendered in favor of the
last above named plaintiffs against the said John K. Remmen at the said
September Term of this Court on the fifteenth day of September A.D. 1854
for the sum of Six Hundred and nineteen dollars and eighty eight cents
damages And your petitioner further sheweth unto your Honor that the
said judgments were rendered as aforesaid long after the filing of your petition
has attached to the said premises in your petition your original petition
recited And your petitioner further sheweth unto your Honor that the
said judgments have been nearly all paid and satisfied and your petitioner
prays that the said above named plaintiffs on the said judgments above
named may be made parties defendant thereto and your petitioner further
prays that your Honor might well decree and order that your petitioner
be allowed to attach to the said land premises and the Borneater House
created thereon as a lien and in preference to the liens of the said
plaintiffs in the said judgments above recited and that upon

petitioner's claim or demands set forth in your petitioner's original
petition in this cause shall be entirely paid & accepted by the said
plaintiffs and Peter Hines or otherwise as to your Honor
shall seem Equitable and just before the said plaintiffs in the
said judgments above named shall have any of the proceeds of any sale
or other disposition of said land and Peter Hines

Along Truck By
Chas Betts his Solicitor

May it please your Honor to grant unto your petitioner the proper
Writ of Summons issuing out of and under the seal of this Honorable
Court directed to the said Lacey O'Hone George O'Hone Samuel Mc
Cayson John A. Hutchinson Charles H. Dalton and Jacob Wendell in
commanding them and each of them by a certain day and under
a certain penalty to be therein inserted to be and appear before
your Honor according to law and then there to answer the premises
and to stand to and abide & perform such order or decree hereinafter
made by your Honor shall seem meet and agreeable to Equity
and the law in such case made provided any petition
will ever pay or

Along Truck

By Chas Betts his Solicitor

Filed Jan 26 1858 L. H. Quintana Clerk
By Wm H. Barry Depy

Als is wie

Es

John McRumster Esq.

Petition in Much Lien

Authe said Defendants James
Mitchell Es John McShaffer and Louis H Russell Chanceller
Prattine Abraham Greene Thompson Hilestone and others
recurses on the Notes from John McRumster to John H. Clark
Except to all and every of the findings above and decree ^{found} made
and decreed by the Court in the above entitled cause and may
that this their Decree be signed and sealed by the Court
and this done

Benj A Shelton Esq

Filed Jan 24. 1859

L. W. Winter Esq

1
State of Illinois In the Stephenson County Circuit
Stephenson County Court of the December Term
- And 1854

To the Hon Benjamin A. Shelton presiding Judge of the
Court of the Circuit Court in the State of Illinois The petition
of John S. Emmert and John Russell partners doing business
under the name and style of Emmert & Russell sheweth
unto your Honor that on the seventeenth day of May and 1854
your petitioners did make and enter into a contract with the
John H. Bennett of said County of Stephenson by which said
contract your petitioners contracted and agreed with the said John H.
Bennett that your petitioners would furnish from time to time
as the same should be required by the said John H. Bennett a
portion of the window glass and likewise a part of the paint
and oil necessary to be used in the erecting and
finishing of a certain Hotel building which the said John H.
Bennett was at the date of said building erecting and finishing
in the following described lots and land situated in the City of
Freeport in the County of Stephenson in the State of Illinois
to wit Lots No (5) five and (6) Six in Block No Fifty six (56) in
the original town of Freeport (now City of Freeport and upon
all that part of lot No Seven (7) in said Block described as
follows Commencing at the Northwesterly corner of lot No Six (6)
aforesaid and running thence Southwardly along the line
between said lots thence Westwardly on a line parallel with
Burgess Creek twenty feet thence Northwardly on a line parallel
with Mechanics Creek thirty five feet to Burgess Creek thence East-
wardly along Burgess Creek to the place of beginning & for more
full description of said lots and land reference is made

to the plat of said town of Freeport (now City of Freeport) recorded
 in the Office of the Clerk of the Circuit Court for and for said
 Stephenew County. And your petitioners further shew unto
 your Honor that at the time of making the contract aforesaid
 the said John K. Bunker was the owner in fee simple of all
 the above described lots and lands. And your petitioners
 further shew unto your Honor that in consideration of the
 contract and agreement of your petitioners as aforesaid and
 with the said John K. Bunker the said John K. Bunker covenanted
 agreed and promised in and to your petitioners to pay to your
 petitioners for furnishing glass and paints as aforesaid for
 said Hotel building such sum as the same should be
 reasonably worth. And your petitioners further shew unto
 your Honor that in pursuance of said contract and agreement
 your petitioners did immediately after making said agreement
 within the Seventh day of May A.D. 1854 at the City of Freeport in
 said County commence the delivering to the said John K. Bunker
 on the lots and lands aforesaid paints and oils for said Hotel
 building and upon the Second day of July A.D. 1854 they commenced
 the delivering to said John K. Bunker on the lots and lands
 aforesaid glass for said Hotel building and that they continued
 in pursuance of said agreement to deliver to the said John K.
 for the said Hotel building on the lots and lands aforesaid paints
 oils and glass until the Eighth day of October A.D. 1854 at
 which last mentioned date the said Hotel building was completed
 and finished and all the glass oils and paints agreed to be
 furnished to the said John K. Bunker for the said Hotel building
 has been furnished by your petitioners to the said John K. Bunker

and your petitioners aver that they furnished said glass paints and
also the said John C. Burreter as the same were required and whenever
the same were required by the said John C. Burreter in pursuance and
in fulfillment of the contract and agreement aforesaid and your
petitioners aver that said contract and agreement was performed,
fulfilled and entirely completed on the said Eighth day of October
A.D. 1854 and your petitioners further shew unto your Honor that
according to the terms of said contract and agreement the said
John C. Burreter contracts to pay and agreed to pay your petitioners
for the said glass paints and oils from time to time as the
same should be delivered and to pay to your petitioners the
entire amount which would be due to them for said glass
paints and oils when the last of the same should be delivered
and said contract and agreement completed and fulfilled
And your petitioners further shew unto your Honor that the glass
paints and oils furnished by your petitioners to the said John C.
Burreter to be used in and about said Hotel Building and
which have been used in and about said Hotel Building
were reasonably worth the sum of Two Hundred and Seventy
three dollars and thirty four cents a detailed statement of the
glass paints ^{and} oils with the prices affixed furnished as
aforesaid by your petitioners to the said John C. Burreter
for said Hotel Building is hereto annexed and on a Red
Exhibit C to which your petitioners refer as a part of this
their petition and your petitioners aver that said sum of
Two Hundred and Seventy three dollars and thirty four cents
became due and owing from the said John C. Burreter to your
petitioners for the glass paints and oils furnished as aforesaid
on the Eighth day of October A.D. 1854 pursuant to the terms

of the mutual agreement aforesaid which said sum will remain due and unpaid arising from the said John K. Remster to your petitioners of the glass paints and oils which have been furnished by your petitioners to the said John K. Remster pursuant to the contract and agreement aforesaid and which have been used in and about the erecting and finishing of said Hotel building erected and built on the lots and land hereinbefore described which said Hotel building is known and described as the Remster House. And your petitioners further shew unto your Honor that upon examination of the records in the Office of the Clerk of the Circuit Court and for the said County of Stephen you find that pursuant to the records of a deed of trust made and executed by the said John K. Remster and Emily L. Remster his wife to Joseph B. Smith the trustee which said deed bears date the twenty second day of March A.D. 1856 and is recorded in Book of Mortgages page 217 of which said deed convey to the said Joseph B. Smith the following described real estate to wit all those parts of lots Five and Six in Block Eighty six in the Town of Freeport aforesaid which lie Eastwardly of a line drawn through the centre of said lots Five and Six parallel with Mechanic Street in said Town also lots Three Four and Five in Block Eighty one in said Town which said deed of trust was made and executed to secure the payment of a certain promissory Note signed by said John K. Remster bearing date the twenty second day of March A.D. 1856 which said Note was made payable to James Mitchell Co Eight months after the date thereof said Note being for the sum of Five Thousand and no dollars with interest at ten per cent per annum

your petitioners are informed and do believe that the firm of James
Mitchell & Co to whom said Note was given was at the time said
note was executed an agent of James Mitchell Holden Putnam and
Alexander Healy. Your petitioners further shew unto your Honor
that there also appears upon the records in the Office of the Clerk
of the Circuit Court in and for the said County what purports
to be the record of a deed of mortgage made and executed by the
said John K. Remter and Emily K. Remter his wife to Homer
H. Hubbard Trustee which said deed bears date the 14th day
of July A.D. 1856 and is recorded in Book No. of Mortgages page
114 by which said deed the said John K. Remter and Emily K.
Remter his wife convey to the said Homer H. Hubbard the
following described real estate situated in said County of
Stephenson to wit Lots Five and Six in Block Eighty six on the
E. side of Beekman said deed of Trust was made and executed to
secure the payment of three certain promissory notes for the sum
of Five Thousand Dollars each all of which Notes bear date the
Twenty third day of June A.D. 1856 and are payable to the order
of Sam. A. Clark. The first of said Notes is payable on the first
day of August A.D. 1860 with interest from the first day of
August A.D. 1856 The second of said Notes is payable on the
first day of September A.D. 1861 with interest from the first
day of September A.D. 1856 The third of said Notes is payable
on the first of October A.D. 1862 with interest from the first
day of October A.D. 1856 The interest on all of said Notes being
at the rate of ten per cent per annum payable semi-annually
in the current rates of exchange on New York. Your petitioners
further shew unto your Honor that the three promissory Notes
last above mentioned to secure the payment of which said

deed was made and executed to Homer O. Hubbard as above
 set forth more each and all signed by the following named persons
 as joint and several with John K. Remster, Chancellor Marston, James
 Mitchell, Henry Gordon, Henry H. Remster, John Black, John A.
 Taylor, Jacob Sheetz, Thompson Helgeson, John Coates, Minnie Dought,
 John Koebel, Belcher McClayton, Francis Foley, Asabel W. Rice,
 Abraham T. Green, Thomas Callman, John A. Ryerly, William
 M. Buckley, John Emmert, Holden Putnam, Elias D. Hart, John
 Haverlee, Spitzer, Tobias Engle, Alexander Chubb, Charles
 Rosenthal, Hollis Lowell, Berenick, O. Holter, James B. Childs,
 George Paranton, Thomas J. Turner, Maullias, Kellington, Oscar Taylor,
 Ekenze, H. Myre, Jacob Regard, Francis H. Bramley and Rudolph.
 Butaker. Now witnesses further shew unto your Honor that
 on the fourth day of November A.D. 1857 the said John K. Remster
 conveyed by a certain deed of assignment to John O. Clark and
 Daniel S. Remster the pieces and parcel of land with the appur-
 tenances thereto belonging first above described on which
 has been erected and built the Remster House as hereinbefore
 set forth by which last named deed of assignment the said
 John K. Remster conveyed to the said John O. Clark and Daniel S.
 Remster said real estate in trust for certain purposes
 mentioned in said deed of assignment and on the day last
 aforesaid said John K. Remster and Emily L. Remster his wife
 made and executed said John O. Clark and Daniel S. Remster
 a deed of conveyance commonly called a quitclaim deed by
 which said last mentioned deed of conveyance the said John
 K. Remster and Emily L. Remster his wife quitclaimed all
 right, title and interest of them the said John K. Remster

and Emily S. Remeter his wife to the said John A. Clark and Daniel
Remeter their heirs and assigns of and to all the lots and parcels of
land first hereinabove described on which the said Remeter
House is built. Your petitioners pray that the said John A.
Clark Joseph B. Smith James Mitchell Holden Putnam Alex-
ander Reely Homer D. Hubbard John A. Clark and Daniel S.
Remeter may be made parties Defendants to this your petitioners
suit and that your petitioners may have a full and perfect
lien upon the lots and parcels of land first above described upon
which has been erected and built the Remeter House as herein-
before set forth and also upon said Remeter House and the
appurtenances thereto belonging to the full satisfaction and
satisfaction of your petitioners of the said claim and demand
for the glass panes and rods furnished as hereinbefore set forth
and that your petitioners may have a Special Execution awarded
for the sale of the building and premises first above described
and that your petitioners may have such other and further relief
as the nature of their case shall require and as shall be agreeable
to Equity. May it please your Honor to grant unto your petitioners
a writ of summons issuing out of and under the seal of the
Honorable Court directed to the said John A. Clark Joseph B.
Smith James Mitchell Holden Putnam Homer D. Hubbard John A.
Clark and Daniel S. Remeter of said County of Stephenson and
Alexander Reely of the County of Boone in the State of Illinois
commanding them and each of them by a certain day and under
a certain penalty to be therein inserted to be and appear
before your Honor and then and there to answer the premises
and to stand to and abide such orders and decrees hereunto

act to your Honor shall deem meet

John Emmert
John Russell Ry
Emmett Hubbard
their Attorneys

Mr. John K. Remster

To Emmert Russell

L

1854							
May 7	To	2 Kegs White Lead	2.50	5.00			
"	"	2 Gall Linseed Oil	1.25	2.50			
"	"	1" Lumber		16		4.66	
" 19	"	2 Kegs White Lead	2.50	5.00			
"	"	2 Gall. Linseed oil	1.25	2.50		7.50	
" 29	"	1 " " "	1.25	1.25			
"	"	1 Keg W Lead		2.50		3.45	
July 9	"	5 Lts 30/40 Glass	1.75	1.75		8.45	
Sept 11	"	24 " 36/60 do	6.75	18.25			
"	"	10 " 24/52 do	3.00	20.00			
"	"	5 " 21/36 do	1.00	5.00			
"	"	2 " 24/40 do	1.50	2.00		220.25	
Oct 8	"	4 Box 9/12 "	3.22	12.50			
"	"	2 Kegs White Lead	2.50	5.00			
"	"	5 Gall. Linseed oil	1.25	6.25			
"	"	24" Putty	7	16.8		25.43	
						243.24	

Exhibit L

Filed November 20 1854 L. H. C. & O. B. K.

By Wm K. Berry Clerk

State of Illinois } In the Circuit Court of said County of the
Stephenson County } December Term ad 1854

John Remer Joseph B Smith }
James Mitchell Holden Putnam }
Alexander Kelly Homer C. Hobbs } Petition for Mechanics
John C. Clark & Daniel Remer } Lien

ad
John Emmert John Russell }

These are the names of John Remer one of the defendants
in the above entitled suit to the petition of John Emmert & John
Russell the petitioners therein who petition for Mechanics Lien
And the said John Remer answering says that he has read and
the petition of the said John Emmert John Russell filed in this cause
and that it is true that on the seventh day of May ad 1854 the said
petitioners and his respondent did enter into and make an
agreement in manner and form as is in said petition set forth and
states and the respondent further answering admits at the time
and so states the fact to be that the said petitioners in pursuance
of the terms of said agreement as in said petition is set forth did
on or about the seventh day of May ad 1854 commence the delivering
the paints and oils window glass and men hired on said petition
for the hotel building mentioned in said petition erected on the lots
and lands described in said petition which said lots and lands
his respondent on the said seventh day of May ad 1854 owned
in fee simple And his respondent further answering says
that the said petitioners in pursuance of their said agreement with
his respondent continued in the execution and fulfillment of
their said contract until the eighth day of October ad 1854 on which
said last date the said petitioners had finished fulfilled and
completed their said contract and his respondent further admits

that in consideration of the fulfillment of said contract this respondent became indebted to the said petitioners in the sum of Two hundred and Seventy three Dollars and thirty four cents as appears by the bill annexed to said petition which said Bill this respondent admits to be correct and which said sum still remains due and unpaid

John M. Pierreteng

State of Illinois

Stephen M. Gentry } John M. Pierreteng being first duly sworn
deposes and says that the foregoing are true and correct

these contents are true

John M. Pierreteng

Subscribed and sworn to this

11th day of December A.D. 1857

before me H. T. Hibbard Notary Public

Filed Dec 21st 1857 L. M. Guiteau Clerk

John Emmett
John Russell
Es.

Pellum for Meads Lere

John H. Bremner Etal } By the agreement of Maule &
Sneek Esquire of Counsel for the said Pellum and James
Maule Esquire of Counsel for the said Pellum and James
Holden Putnam James Mitchell John H. Sheffer Louis E.
Russell Defendants in this cause and Thomas S. Turner Esq.
Counsel for Thompson Hilexmeau and others made parties
Defendants on their petition to this Court in this cause which
said agreement was made and entered into in open Court
prior to the trial of the issues made by the said parties
It is Ordered by the Court that the several answers of the
said Defendants filed in this cause wherein say Thomas
is complainant and John H. Bremner Esq. & James
Homer McKeon James Mitchell Holden Putnam
Alexander Keely John C. Clark & Daniel Bremner are
Defendants because the cause is taken from an answer in
this cause and that the replications filed by the said say
Thomas in the said cause wherein he the said say Thomas is
complainant as aforesaid be taken and accepted as a
replication in this cause

Entered January 18 1858

John Emmett
John Russell
Es.

Pellum for Meads Lere

John H. Bremner Etal } On motion of the said Pellum
by their attorney this Cause by

the Court that they have leave to amend their petition so as to make
 parties to this suit Jabez C. Howe, George O. Honey, Samuel H. Payson,
 John B. Mudgett, Charles H. Dalton & Jacob Mendenhall also
 any other parties who may be discovered as parties interested
 in this suit and if they are non residents it is further ordered
 that publication of notice be made to said Defendants in a
 public newspaper as in Ordinary cases in Chancery

Entered January 18. 1858.

John Emmeck &
John Burnell
&

John K. Remster Etal

In the Northern Circuit Court
within the State of Illinois of the
April Term A.D. 1858

Amendments to the petitions filed in this cause made pursuant
to the Order of this Court at the December Term thereof A.D. 1854 after
the words "Circuit" in the Docket, second line from the top of the tenth
page in the petitions read as follows, ^{to wit:} And your petitioners further
sheweth unto your Honor that there appears among the records of this
Court in the Office of the Clerk of this Court a record of two judgments
and of which said judgments was rendered at the September Term
of this Court on the twenty fifth day of September A.D. 1854 in favor
of Jacob C. Howe, George O. Howe, Samuel McPayson, John R. Hutchinson,
Charles H. Dalton and Jacob Wendell against the said John K.
Remster, John W. Shaffer and Louis J. Burnell for the sum of twenty
seven hundred and two dollars and thirty cents damages and
the other of the said judgments was rendered in favor of the last
above named Plaintiffs against the said John K. Remster at the
said September Term of this Court on the fifteenth day of September
A.D. 1854 for the sum of Six Hundred and Seventeen Dollars and
Eighty Eight cents damages And your petitioners further sheweth
unto your Honor that the said judgments were rendered as aforesaid
long after the lien of your petitioners had attached to the land
in your petitioners original petition described And your petitioners
further sheweth unto your Honor that the said judgments have
been nearly all paid and satisfied And your petitioners prays
that the said above named Plaintiffs in said judgments above
named may be made Defendants thereto and your petitioners
further pray that your Honor will decree and order that

your petitioners herein shall attach to the said land and the Premises
 Monies created thereon as a lien herein and in preference to the lien of
 said plaintiffs in the said fragments above recited and that
 your petitioners claim and demand as set forth in your petitioners
 original petition in this suit shall be entirely paid and satisf-
 -ied by the sale of the said land and Premises Monies or otherwise
 as to your Monies shall seem Equitable and just before the
 said plaintiffs in the said fragments above named shall have any
 of the proceeds of any sale or other disposition of said land
 and Premises Monies

Samuel Hubbard
 Solicitor for Petitioners

Filed Jan 25 1858 L. W. Guiteau Clerk

John Emmert
John Russell
&

Pet for Mech^d Lien

John McRuer et al } And the said Defendants James
Mitchell & Co John W Shaffer and Louis H Russell Chancellors
Marling Abadams Greene Thompson Helms and others accounted
on the Notes from John McRuer to John W Clark Except to all
answers of the findings orders and decrees found made and
decreed by the Court in the above entitled causes and pray
that this their exception be signed and sealed by the Court
and this done

Benj A Shelton

Filed Jan 24. 1859
L B Luntz & Co.

State of Illinois } In the Stephenson County Circuit Court
Stephenson County } of the December Term A.D. 1854

To the Honorable Benjamin R. Sheldon, presiding Judge of the
Fourth Judicial Circuit ⁱⁿ of the State of Illinois The petitioners
of William B. Royington and Otis L. Wheelock of the City of
Chicago in the State of Illinois partners doing business under the
name and style of Royington and Wheelock do hereby certify to you
know that on the first day of May A.D. 1856 your petitioners did
make and enter into a contract with John K. Remter of said
County of Stephenson by which said contract your petitioners
contracted and agreed with the said John K. Remter that your
petitioners would furnish the plans elevations details sections
and specifications for a certain Brick Hotel Building which
the said John K. Remter was intending and proposed at the date
aforesaid to build erect and finish on the following described
lots and land situated in the City of Freeport in the County of
Stephenson and State of Illinois to wit Lots Number Five and
Six in Block Fifteen in the original town of Freeport (now City of
Freeport) and a small tract of land Number Seven in said Block
described as follows Commencing at the North West corner of lot
Number Six aforesaid and running thence South Westwardly along
the line between said lots Six and Seven in said Block thirty five
feet thence Westwardly on a line parallel with the Ridge Creek
Twenty five feet thence Northwardly on a line parallel with the
Creek thirty five feet to Ridge Creek thence Eastwardly along
Ridge Creek to the place of beginning for a more full description
of said lots and land reference is made to the plat laid down
of Freeport (now City of Freeport) recorded in the Office of the Clerk of
the Circuit Court in and for said Stephenson County

And your petitioners further shew unto your Honor that at the time of making the contract aforesaid the said John Mc Berester was the owner in fee simple of all the above described lots and lands And your petitioners further shew unto your Honor that in consideration of the said contract and agreement of your petitioners with the said John Mc Berester he the said John Mc Berester contracted agreed and promised with and to your petitioners to pay your petitioners for furnishing the plans elevations details sections and specifications for the said Hotel Building proposed to be erected as aforesaid on the lots and lands above described such a sum of money as the same should be reasonably worth.

And your petitioners further shew unto your Honor that in pursuance of said contract and agreement your petitioners did immediately after making said agreement enter upon and commence the making of the plans elevations details sections and specifications for the said Hotel Building for the said John Mc Berester in pursuance of their said contract and agreement. And your petitioners further shew unto your Honor that by the terms of the contract and agreement aforesaid your petitioners were to complete and finish and deliver to the said John Mc Berester the said plans elevations details sections and specifications within a reasonable time after the making of said contract but the same should be needed during the progress of construction of said Hotel Building. and your petitioners aver that they did furnish to the said John Mc Berester the said plans Elevations details sections and specifications for said Hotel Building as fast as and so when the same were needed and within a reasonable time after the

making of said agreement and that the same has all been furnished
and the contract of your petitioners with the said John K. Bremner
has been entirely fulfilled and completed and was completed on
the first day of August A.D. 1854 and your petitioners further
show unto your Honor that according to the terms of the contract
and agreement aforesaid between your petitioners and the said
John K. Bremner the said John K. Bremner was to pay and agreed to pay
to your petitioners the entire amount which should be due by the
terms of the agreement aforesaid to your petitioners for the furnish-
-ing of the ^{said} plans elevations details sections and specifications
for the said Hotel building when the same should be furnished
and the said contract fulfilled and completed and your
petitioners aver that the furnishing of the plans Elevations
details sections and specifications for the said building
was reasonably worth the sum of One Hundred Dollars
which said sum of money became due and owing from the
said John K. Bremner to your petitioners by the terms of their
said contract and agreement on the first day of August
A.D. 1854 Your petitioners further show unto your Honor that
they have received in full payment of the indebtedness aforesaid
the sum of One Hundred Dollars of the said John K. Bremner
which said sum of One Hundred Dollars should be credited to
the said John K. Bremner the contract aforesaid and your peti-
-tioners aver that the balance due to your petitioners for
furnishing said plans elevations details sections and
specifications amount to the sum of One Hundred Dollars
which said sum of One Hundred Dollars still remains due
and unpaid and owing from the said John K. Bremner to your

petitioners for the furnishing of the plans elevations details sections and specifications aforesaid for the said Hotel building by your petitioners for the said John H. Bremer in pursuance of the order aforesaid which said Hotel has been built in accordance with the plans elevations details sections and specifications aforesaid furnished by your petitioners upon the lots and land hereinafter described which said Hotel building is known and described as the Bremer Hotel

And your petitioners further shew unto your Honor that upon examination of the records in the Office of the Clerk of the Circuit Court and for the said County of Stephenson your petitioners find what purports to be the record of a Deed of Trust made and executed by the said John H. Bremer and Emily L. Bremer to the Peter Joseph Pfaff Trustee which said deed bears date the Twenty second day of March A.D. 1856 and is recorded on Book 1 of Mortgages page 204. which said deed conveys to the said Joseph Pfaff with the following described real estate with all those parts of lots Five and Six in Block Fifty six on the Town of Freeport aforesaid which lies Eastwardly of a line drawn through the centre of said lots Five and Six parallel with the Mechanics Street in said Town also Lots Three Four and Five in Block Fifty seven in said Town which said Deed of Trust was made and executed to secure the payment of a certain promissory note signed by the said John H. Bremer bearing date the Twenty second day of March A.D. 1856 which said note is made payable to James Russell & Co Eight months after the date thereof said note being for the sum of Five thousand Dollars with interest at ten per cent per annum your petitioners and

informed and believe that the filing of James Mitchell & Co to show said
Note was given was at the time said Note was executed and bore of
James Mitchell Holden Putnam and Alexander Neely. You
petitioners further shew unto your Honor that there also appears
upon the records in the Office of the Clerk of the Circuit Court
in and for the said County and shew supports to be there and of a deed
to trust made and executed by the said John C. Remeter and
Emily L. Remeter his wife to Homer C. Webb and ^{Trustee} which said
deed bears date the first day of July and 1856 and is recorded
in Book K of Mortgages page 114 by which deed the said John C.
Remeter and Emily L. Remeter his wife convey to ^{the} said Homer
C. Webb the following described real estate situated in said
County of Stephens north Lots Four and Six in Block Fifteen
in the Town of Greethorn said deed of trust was made and executed
to secure the payment of three certain promissory Notes for the
sum of Five thousand Dollars each all of which notes bear date
the twenty third day of June and 1856 and are payable to the
order of John C. Clark. The first of said Notes is payable on the
first day of August and 1860 with interest from the first day of
August and 1856 The second of said Notes is payable on the first
day of September and 1861 with interest from the first day of
September and 1856 The third of said Notes is payable on the
first day of October and 1862 with interest from the first
day of October and 1856 The interest on all of said Notes being
at the rate of ten percent per annum payable semiannually
with current rates of exchange on New York

Your petitioners further shew unto your Honor that the three
promissory Notes last above mentioned to secure the payment
of which said trust deed was made and executed to Homer

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It is to be as above set forth more each and all signed by the
following named persons as joint makers to wit John K. Bernier
Chauncellor Maister, James Butchell Henry Snodgrass Henry H
Pannumano, John Black, John A. Taylor Jacob Sheetz Thompson
Hlexon John Cortes Kieran Bugh John Rebel, Kelbuck W
Clayton Francis Foley, Asbel McKee Abraham Treen, Thomas
Cottonman, John P. Ryer, William M. Buckley, John S. Emmerh
Holden Putnam Elias A. Clark John Wade Leese B. Smyren
Tobias Engle Alexander Chunk Charles Rosensteel Hollis
Emel Thereset P. Keller James B. Childs George Purinton
Thomas Turner, Maustig Kettingen Oscar Taylor, Ezeren
Klyner Jacob Rigards Francis W. Stanley, Rudolph P. Buben
Your petitioners further shew unto your Honor that on the first day
of November A.D. 1857 the said John K. Bernier conveyed by a certain
deed of assignment to John A. Clark and Daniel S. Bernier the
pieces and parcels of land with the appurtenances thereto belonging
first above recited on which has been erected and built the Bernier
House as herein before set forth by which last named deed of assign-
ment the said John K. Bernier conveyed to the said John A. Clark
and Daniel S. Bernier said real estate in trust for certain purposes
mentioned in said deed of assignment and on the day last
aforesaid said John K. Bernier and Emily L. Bernier his wife
made and executed and said John A. Clark and Daniel S. Bernier
a deed of conveyance commonly called a quit claim deed by which
said last mentioned deed of conveyance the said John K. Bernier and
Emily L. Bernier his wife quit claimed all the right title and interest
of them the said John K. Bernier and Emily L. Bernier his wife in the
said John A. Clark and Daniel S. Bernier in being and enjoying

of said lot the lots and parcel of land first herein before described on
which the said Remeter House is built Your petitioners pray that
the said John C. Remeter Joseph B. Smith James Mitchell Holden
Patnam Alexander Reely, Homer W. Hubbard John C. Clarke
and Daniel S. Remeter may be made parties defendants
to this your petitioners submit that your petitioners may have
a full title and perfect lien upon the lots and parcel of land
first above described upon which has been erected and built
the Remeter House as herein before set forth and also upon said
Remeter House and the appurtenances therein to belonging to the
liquidation and satisfaction of your petitioners aforesaid claim
and demand for furnishing said plang elevations debt sections
and specifications for said Remeter House And that your
petitioners may have a special execution awarded for the sale of
the building and premises first above described and that your
petitioners may have such other and further relief as the nature
of their case may demand and as shall be agreeable to Equity
May it please your Honor to grant unto your petitioners a writ of
summons if issuing out of and under the seal of this Honorable Court
directed to the said John C. Remeter Joseph B. Smith James Mitchell
Holden Patnam Homer W. Hubbard John C. Clarke and Daniel S.
Remeter of said County of Stephenson and Alexander Reely of the
County of Boone in the State of Illinois commanding them and each
of them by a certain day and under a certain penalty to be therein
recited to ^{and} appear before your Honor and then and there to answer the
premises and to stand to and abide such order and decree herein as to
your Honor shall seem meet William B. Bryngtore
Att. L. H. Locke By
Homer W. Hubbard their attorneys

Chancellor Hauling James Hutchell Henry Moring Henry

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Filed Nov 18 1854 L. W. Kuleau Clerk

By Wm H. Barry Dep

State of Illinois } In the Circuit Court of said County of the
Stephenson County } December Term A.D. 1854
John K. Remster Joseph P. Smith
James Butchell Nelson Putnam
Alexander Reely Homer C. Hubbard
Amos Clark & Daniel J. Benson

Petitioners for a
Mechanics Lien

vs
William B. Ryngton & Otis L. Wheelock

These have an answer of John K. Remster one of the Defendants
in the above entitled suit & the petition of William B. Ryngton
and Otis L. Wheelock the petitioners therein who petition for a
Mechanics Lien. And the said John K. Remster answering says that
he has heretofore read the petition of the said William B. Ryngton and
Otis L. Wheelock filed in this cause and that it is true that on the
first day of May A.D. 1856 the said petitioners and this respondent
did enter into and make an agreement in manner and form
as is in said petition set forth and related and this respondent
further answering admits it to be true and so states the facts to
be that the said petitioners in pursuance of the terms of said
agreement as in said petition is set forth did on or about the first
day of May A.D. 1856 at the City of Keokuk in said County Commenced
the delineing & this respondent of the plans elevations details
sections and specifications of the said Hotel building on the
said petition mentioned in the lots and land on the said petition
decreed. where said lots and land this respondent on the
said first day of May A.D. 1856 owned in fee simple and this
respondent further answering says that the said petitioners
in pursuance of their said agreement with this respondent
continued in the execution and fulfillment of their said

contract until the 20th day of August A.D. 1854 in which said
last date the said petitioner had finished fuelled and com-
pleted their said contract and this respondent further
on examining admits that in consideration of the fulfillment
of said contract this respondent became indebted to the said
petitioners on the sum of Five Hundred Dollars and that
there now remains due of said last named sum the sum
of Four Hundred Dollars which said last named sum
became due on the twentieth day of August A.D. 1854

John M. Remter

State of Illinois

Stephen M. Smith & John M. Remter being first duly
sworn on oath say that the foregoing are true & the matter is
things therein contained are true

John M. Remter

Subscribed & sworn to this 14th day
of December A.D. 1854 before me
H. C. Hibbard Notary Public

Filed Dec 21st 1854

L. H. Gintan Clerk