And afterwards to wit on the twenty second day of April in the year of our Lord one thousand eight hundred and fifty eight the Complainant by 61 his Solicitor comes and files Replication which is in the words and figures following to wit

State of Illinois } In Circuit Court
Co Daviess County } ss To May Term A.D. 1858

James L. Johnson Admor &c

vs

Semele Short & Frederick H. Short et al } In Chancery

This repliant saving and reserving to himself all & all manner of advantage of exception which may be had and taken to the manifold errors uncertainties & insufficiencys of the answer of the said defendants Semele Short & Frederick H. Short for replication thereunto says that he does and will ever maintain & prove his said Bill to be true certain and sufficient in the Law to be answered unto by the said Defts & that the Answer of said Defts is very uncertain evasive & insufficient in the Law to be replied unto by this repliant: without that, that any other matter or thing in the said Answer contained material or effective in the Law to be replied unto and not herein and hereby well and sufficiently replied unto confessed or avoided is true: All which matters and things this repliant is ready to aver maintain

and prove as this Honorable Court shall direct thumbly prays as by his said Bill he has already prayed.

62

R. H. McClellan
Sol for Complt.

Endorsed
Filed April 22nd 1858
W R Rowley Clerk

And afterwards to wit on the seventh day of June A.D. 1860 as yet of the May Term A.D. 1860 of said Do Davies County Circuit Court in the Record of the proceedings thereof in said cause appears the following entry to wit

James L. Johnson Admor of Estate of James Bloomer decd
vs
Semele Bloomer et al
James Frank Bloomer

Bill

Now at this day comes M. G. Johnson Esq who was heretofore appointed by the Court as guardian ad Litem of James Frank Bloomer and files his Answer as such guardian ad litem and Complainant files his replication to defendants plea And it is ordered that the benefit of the pleas filed herein be saved for the hearing And this cause having come on to be heard the Court after ~~hearing~~ hearing the Evidence and arguments of Counsel takes the case under advisement -

52

The Answer of the Guardian ad litem referred to in the last recited entry is in the words and figures following to wit

63

State of Illinois } In Circuit Court May Term
Daviess County } ss A. D. 1860

James L. Johnson Admor &c

vs

Semele Short Frederick H Short James Frank Bloomer Alexander Frear Samuel C. Marsh Daniel F. Smith James Carter Nathan Corwith William H. Snyder John Anderson & the unknown creditors of James Bloomer deceased — } Bill in Chancery

Now at this day comes M. G. Johnson heretofore appointed by said Court as Guardian ad litem of James Frank Bloomer an infant heir of James Bloomer deceased & files the answer of said minor defendant to the original amended & supplemental Bill herein filed as follows

This Respondent knows nothing of his own knowledge of the matters & things in said Bill alleged & prays that proof of the same & that his interests & the subject matter of this suit be protected by this Court —

James Frank Bloomer
By M. G. Johnson his
Guardian ad litem

Endorsed Filed June 7th 1860 — W. R. Rowley Clk

The Replication refered to is in the words
64 and figures following to wit

State of Illinois } In Circuit Court
Do Daviess County } ss of May Term 1860

James L Johnson admor &c
vs
Semele Short et al

And for Replication to the plea of said defend-
-ants to Semele Short & Frederick He. Short this
complainant says that he ought not to be barred
by anything contained in said plea from the relief
sought in said Bill of complaint because he
says that said plea is no answer to said Bill
& no defence thereto & that this complainant has
the right to prosecute this suit & to call upon
said former administratrix as he has done in said
Bill — Wherefore he prays Judgment &c

R. A. Mc Clellan
Sol. for compl.t

Endorsed
Filed June 7th 1860
W. R. Rowley Clk

And afterwards to wit on the eleventh day
of June A. D. 1860 as yet of the said May
Term A.D. 1860 of said Do Daviess County
Circuit Court in the record of the proceedings thereof
in said cause appears the following entry to wit

James L. Johnson Administrator de bonis non of Estate of James Bloomer dec^{d}.

(65) vs

Semele Short Frederick He. Short James Frank Bloomer Alexander Frear James Carter Nathan Corwith William He. Snyder John I. Anderson & the unknown creditors of James Bloomer deceased

In Chancery

This cause having been heard by the Court upon the pleadings in the case and depositions & testimony offered by said complainant & the said Semele Short & Frederick He. Short The said James F. Bloomer having answered by his Guardian ad litem and the rest of said defendants having heretofore been defaulted & making no appearance answer or plea herein and the Court having fully considered the same It is ordered & decreed by the Court that the land described in the Bill of complaint to wit: The North East quarter of fractional section number two (2) in township No. twenty eight (28) North of Range number one west of 4th principal meridian & containing 154 5/100 acres more or less in the county of Do Daviss & State of Illinois was taken by said Semele Short whilst acting as the administratrix of the Estate of James Bloomer dec^{d}. in payment & settlement of a debt owing to said Estate by one Hugh McFarland as avered in said Bill That said Hugh McFarland & wife made the Deed of said lands described in said Bill

66

of Complaint to said Semele Short then Semele Bloomer in payment of the indebtedness of said Hugh McFarland to said Estate That said Semele Short took the legal title to said lands as a naked trustee for the benefit of said Estate & that the same is not the property of said Semele Short and that the said Semele Short has never accounted to the Probate or County Court of this County nor to the said Estate for the said indebtedness of the said Hugh Mc. Farland with which said land was purchased And It is further ordered & decreed by the Court that the said Estate of James Bloomer as appears from the evidence is largely insolvent and that the title & interest of the said Semele Short Frederick H. Short S. C. Marsh Daniel F. Smith James Carter Nathan Corwith John Anderson Wm H. Snyder & James Frank Bloomer and the other defendant in said Bill excepting the said Alexander Frear in & to the said Lands be sold by the said ~~Alexander Frear~~ James L. Johnson at the door of the Court House in this County in the same manner and upon the same terms and the same notice that are required by the Statute in the case of the sale of Real Estate by executors and administrators and upon such sale being made that the said James L. Johnson is hereby authorized & Empowered to make good and sufficient Deeds to the purchaser or purchasers of said lands and upon making such

sale the said Johnson is hereby ordered and directed to apply the proceeds of the said sale towards the
67 payment of the Debts of said Estate of James Bloomer deceased according to law And it is further ordered & decreed that the said James L. Johnson make report of his acts & doings in the premises upon such sale to this Court And also to the County Court of this County And it is further ordered & decreed by the Court that the said Semele Short and Frederick H. Short are hereby debarred from having or exercising any control over said lands by virtue of said deed from said Hugh Mc Farland & wife to said Semele; that the said Semele by said Deed took said lands as a mere naked Trustee for the benefit of said Estate of said James Bloomer deceased and that she having failed to perform & fulfill the said Trust and claiming said Lands in her own right it is ordered & decreed by the Court that she be removed & discharged from acting further as trustee in the premises and that the said James L. Johnson do proceed to sell & convert said Trust Estate to wit: the afore said lands into money as hereinbefore decreed And that this Bill be dismissed as to said Alexander Frear -

And the said Semele Short and Frederick H. Short by M. Y. Johnson Esqr their Solicitor pray an appeal to the Supreme Court which is granted conditioned that they enter into & file

with the Clerk of this Court within sixty days from this date a good and sufficient
68 appeal Bond properly conditioned in the penal sum of Two hundred Dollars with either Robert S. Harris or George M. Mitchell as surety. And the parties come and file their Bill of Exceptions which is certified by the Court

The Bill of Exceptions certified to by the Court is in the words and figures following to wit:

Jas. L. Johnson Admr. vs Semele Short et al } In the Circuit Court of Do Davies County Illinois In Chancery sitting May Term A. D. 1860

Be it remembered on this the 8th day of June A. D. 1860 and yet of the May Term of said Circuit Court the above entitled cause came on to be heard before the Honl Benj R. Sheldon Judge on the Bill answers Pleas replications & proofs When the Complainant to maintain his cause introduced and read the following Deeds and Deeds of Trust,

"Exhibit A"

Hugh McFarland et ux To Semele Bloomer Admr of James Bloomer deceased } Deed

This Indenture made this nineteenth day of April in the year of our Lord one thousand eight hundred and fifty one between

Hugh Mc Farlane and Sarah his wife of the
County of Columbia in the State of Wisconsin
of the first part and Semele Bloomer admin-
-istratrix of James Bloomer deceased of Galena
Illinois of the second part witnesseth that
the said parties of the first part for and in
consideration of the sum of Three thousand
dollars lawful money to them in hand paid by
the said party of the second part the receipt
whereof is hereby acknowledged have granted
bargained sold remised released alienied and
confirmed and by these presents do grant
bargain sell remise release alien and confirm
unto the said party of the second part and to
her heirs and assigns forever All that certain
tract or parcel of land situate lying and being
in the county of Jo Daviess in the State of Illinois
known and described as the North East Quarter
of Fractional section number Two (2) in town-
-ship number Twenty eight (28) North of
Range number one (1) West of the fourth
principal meridian containing One hundred and
fifty four Acres and five hundredths of an acre more
or less together with all and singular the hereditaments
and appurtenances thereunto belonging or in anywise
appertaining To have and to hold the said premises
which the appurtenances to the said party of the
second part and to her heirs and assigns for ever.

And the said Hugh Mc Farlane and Sarah
his wife for themselves their heirs executors and
70 administrators do covenant and agree to and with
the said party of the second part his heirs and afsigns
that at the time of the enscaling and delivery of these
presents they are lawfully seized in fee of the premises
above described that they have good right to sell and
convey the same to the said party of the second part
that the same are free and clear from all incumbrances
except a deed of trust given by said Hugh Mc Farlane
to said James Bloomer excepting also that of an Attach-
-ment proceeding in favor of Henry Corwith of Galena
Illinois on which a sale of said land has been made
and a certificate of purchase issued to said Corwith
for the amount of his Judgment and costs in said
Attachment and also excepting all tax titles and
taxes due by virtue of any law of the said State of
Illinois and that they will warrant and defend the
same to the said party of the second part her heirs
and afsigns for ever against the lawful claims and
demands of all persons save and except the deed
of trust and proceeding in Attachment and certificate
and tax title and taxes afore mentioned which said
incumbrances the said Hugh Mc Farlane nor Sarah
his nor either of them or their legal representatives
or the legal representatives of either of them shall
not in any event be bound to pay or discharge or in
any manner defend against In witness where of the
said parties of the first part have hereunto set their

71 hands and seals the day and year first above written

Signed sealed and delivered in presence of
Wm Ann Wray, Am Da Dunn

H. Mc Farlane (Seal)
Sarah Mc Farlane (Seal)

State of Wisconsin }
Columbia County } ss

Be it remembered that on this twenty first day of April A. D. 1851 before me James Delany Jr. clerk of the circuit court in and for said county personally appeard Hough Mc Farlane and Sarah Mc Farlane his wife to me known as the identical persons who executed the within and foregoing Deed of Conveyance and acknowledged that they had executed the same as their free and voluntary act and deed for the uses and purposes therein expressed And the said Sarah Mc Farlane wife of the said Hough Mc Farlane being by me examined separate and apart from her said husband declared that she had freely and voluntarily executed the said Deed without any fear or compulsion of her said husband In witness whereof I have hereto set my hand and affixed the seal of said court at Fort Winnebago in the said County the day and year above written.

(Seal)

James Delany Jr.
Clerk Circuit Court
Columbia Co Wis.

Recorded June 28th 1851 at 5 o'clock P. M
W. H. Bradley Clk,
By E. C. Ripley Dep.

"Exhibit D"

Jas. L. Johnson Admr.
To } Deed
A. Frear

This Indenture made and entered into this eighteenth day of October in the year of our Lord one thousand eight hundred and fifty two between James L. Johnson Administrator of the Estate of James Bloomer deceased late of the county of Jo Daviess and State of Illinois of the first part and Alexander Frear of the City and State of New York of the second part witnesseth that whereas heretofore to wit on the twenty-seventh day of August in the year of our Lord one thousand eight hundred and fifty two as yet of the August term of the Circuit Court A. D. 1852 in and for the County of Jo Daviess and State of Illinois on a certain petition for the sale of Real Estate filed by the said James L. Johnson administrator as aforesaid then and there pending in said Court it was ordered and decreed by the said Court that sale be made of the real estate in the said petition described, which said order and decree of the said Circuit Court are in the words and figures following to wit: In the matter of the Petition of James L. Johnson Administrator of the Estate of James Bloomer deceased } for sale of Real Estate

Now at this day comes the said James L. Johnson Administrator as aforesaid by his Counsel and he having heretofore filed his petition for the sale of the Real Estate of which the said James

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Bloomer died seized And also proof of Notice of this Application according to Law and the abstracts from the County Court of Jo Daviess County from which it appears that an Inventory appraisement Bill and Sale Bill have been made and filed in the Office of the Clerk of said County Court according to Law And also the personal Estate of the said James Bloomer deceased is insufficient to pay his just debts And the Infant heirs of the said James Bloomer deceased by their Guardian ad litem Robert H. McClellan Esq. having filed their Answer herein making no objection to the sale of said Real Estate And no one appearing to resist or make objections to the sale of said real estate and the Court having heard and examined the allegations & proof of the said Administrator And after due deliberation being satisfied of the truth of the allegations contained in said petition and of the necessity of the sale of the said Real Estate for the purpose of paying the debts of the said James Bloomer deceased doth hereby order and direct that the whole of the Real Estate described in said Petition or so much thereof as may be necessary to pay the debts of said Estate to wit: Lots numbered One (1) Two (2) Three (3) Four (4) Five (5) and Six (6) on Bench Street in the City of Galena Also Lot

number fifteen (15) in Block number twelve (12) on Heigh Street in the City of Galena Also Lot number seven (7) in Block Sixty seven (67) in the City of Galena Also Lot number Seventy five (75) on Water Street Galena Also the following described land lying and being in the County of Jo Daviess And all being in the County and State aforesaid to wit: Being particularly described as the North East Fractional Quarter of section number two (2) in Township number Twenty Eight (28) North Range One (1) West of the fourth principal meridian containing One hundred and fifty four 53/100 Acres be sold by the said Administrator at Public Vendue according to the manner and in the condition as prescribed by law and upon such sale conveyance thereof to make according to law and to make a return of this acts doings and proceedings herein at the next term of the Court. And afterwards to wit on the Eighteenth day of October A.D. 1852 between the hours of ten o'clock in the forenoon and five o'clock in the afternoon of the same day the premises herein conveyed having been duly advertized as the law directs by publishing for six weeks successively previous to the date of the sale herein described in the Galena Daily Advertiser a newspaper printed in Galena Jo Daviess County aforesaid The time and place of holding said sale the said James L. Johnson Administrator as aforesaid

at Public sale openly sold and struck off to the said Alexander Frear the following described Lots of Land and premises to wit Lot number seventy five (75) on Water Street in said City of Galena for the sum of nine hundred and ten dollars Also Lot number seven (7) in Block Sixty seven (67) in said City for the sum of Six hundred and ten dollars for a more full description of which said Lot number seven reference may be had to the Deed of said Lot to said James Bloomerly John A. Burnichter and wife recorded in the Recorders Office of said Jo Daviess County in Book "L" of Deeds pages 361 & 362 Also the North half of Lot number fifteen (15) in Block number twelve (12) on High Sheet in said City of Galena for the sum of three hundred and Sixty dollars Also the following described tract of land in the said County of Jo Daviess viz: The North East Fractional Quarter of section number Two (2) in Township number Twenty eight (28) north range One (1) west of the fourth principal meridian and containing One hundred and fifty four 53/100 acres for the sum of Thirty four hundred dollars for a more full and particular description of which said tract of land reference may be had to the Deed conveying the same as recorded in the Recorders Office for said Jo Daviess County in Book "N" of Deeds on pages 369. 370 & 371 which said Lots of Land

were sold as aforesaid in separate parcels at
Public Auction to the said Frear for the said
several sums aforesaid and amounting in all
to the sum of Five thousand two hundred and
Eighty dollars said Alexander Frear being the
highest and best bidder therefor and no person
having bid more for the said lots of land the
same were sold to the said Frear as aforesaid
And which said lots are the same lots of land ment-
-ioned and described in the aforesaid order and decree
of the said Circuit Court To have and To hold
the above mentioned Lots and tracts of land so sold
as aforesaid together with all the privileges and
appurtenances thereof unto him the said Alexander
Frear his heirs and asigns to his and their benefit
and behoof for ever And I the said James L. Johnson
Administrator as aforesaid do covenant with the
said Alexander Frear his heirs and asigns that I
have full power and authority as administrator as
aforesaid to grant and convey the above described
premises in the manner and form aforesaid Now
therefore this Indenture witnesseth that the said
James L. Johnson Administrator as aforesaid
for and in consideration of the said sum of Five
thousand two hundred and Eighty Dollars to him
paid by the said Alexander Frear the receipt whereof
is hereby acknowledged hath granted bargained
and sold and by these presents doth grant bargain

sell convey and confirm unto the said Alexander Frear his heirs and assigns for ever the above described premises so sold to the said Frear as aforesaid and all of which said premises are situated in the said County of Daviess and State of Illinois In witness whereof the said James L. Johnson administrator as aforesaid hath hereunto set his hand and seal the day and year first herein above written.

In presence of
Wm C. Bostwick

James L. Johnson Administrator of the Estate of James Bloomer deceased Seal

State of Illinois
Daviess county } I the undersigned a Justice of the Peace in and for said County do hereby certify that James L. Johnson whose signature appears to the foregoing Deed of Conveyance and who is personally known to me to be the identical person who executed the same this day appeared before me in person and acknowledged he had signed sealed and delivered the same as his free act and deed and for the uses and purposes therein expressed In witness whereof I have hereunto set my name and affixed my seal at Galena this 27th day of October A.D. 1852

Wm C. Bostwick J.P. Seal

Recorded October 29th 1852 at 10 o'clock Am

Wm H. Bradley Clk

By J. L. Charles Dep.

Exhibit "C"

78 This Indenture made & entered into on this the fifteenth day of October one thousand eight hundred and fifty one between Semele Bloomer of the first part of the City of Galena & State of Illinois and the following named persons of the City of Galena & Saint Louis to wit: Daniel F. Smith James Carter & N. Corwith of the City of Galena and William H. Snyder and John I. Anderson of St. Louis Mo. together with each and all of the creditors of the Estate of James Bloomer deceased as parties of the second part witnesseth That for & in consideration of the sum of Seven thousand dollars to me in hand paid by the said Daniel F. Smith for himself as surviving partner of James Bloomer deceased & on behalf of the various creditors of the Estate of said James Bloomer the receipt of which said sum is fully acknowledged before the ensealing of these presents I do by these presents grant bargain sell convey confirm relinquish transfer & absolutely vest in them the said Daniel F. Smith James Carter N. Corwith William H. Snyder John I. Anderson & each & all of the respective Creditors of the estate of James Bloomer deceased in proportion to their respective debts against said Estate All my right title interest & claim of every name nature kind & degree in & from or in any way growing out

of said Estate including my right of Dower in & to all and singular the lands & tenements of every name & kind & wheresoever situated together with all interest claim & demand I now have or may hereafter have in all & singular the Real estate by Dower or otherwise with all mortgages Deeds of Trust Bonds Notes obligations Contracts dues & demands that I now have or may hereafter be entitled either as dower reversion or remainder from or in any way growing out of the Estate either real personal or mixed of my late husband James Bloomer hereby releasing relinquishing & absolutely vesting in said parties of the second part all my interest whether absolute conditional reversionary contingent or in expectancy in & to all and singular of said Estate of James Bloomer deceased - Together with all claims or demands or right to claim or demand either present or in the future growing out of or connected with said Estate either real or personal To have & To hold all the rights privileges & appurtenances to them the said parties of the second part their heirs and assigns in payment of the debts of said Estate And the said party of the first part covenants to & with the said parties of the second part that she will warrant & defend the interest hereby sold & transfered from the claims of all & any person or persons claiming by through or under her; but in no event will she warrant any title or interest in any of the premises

or personalty hereby transferred - But only waives whatever Interest she may have & those claiming under or through her - In testimony whereof I have hereunto
80 set my hand & seal the day & year above written

Semele Bloomer Seal

State of Illinois } Before me the undersigned Justice of the
Jo Daviess County } Peace of said County personally appeared this day Semele Bloomer to me personally known to be the identical person And who executed the foregoing Instrument of writing & acknowledged to me that she had executed the same freely and voluntarily for the uses and purposes therein mentioned Witness my hand & seal this 16th October 1851.

William C. Bostwick J. P. Seal

Exhibit "B"

Hugh Mc Farlane } Deed of Trust } James Bloomer

This Indenture made this twenty second day of October in the year of our Lord One thousand eight hundred and forty nine between Hugh Mc Farland of the county of Portage and State of Wisconsin of the first part & James Bloomer of the county of Jo Daviess and State of Illinois of the second part witnesseth that the said Hugh Mc Farland for & in consideration of the special trust & confidence reposed in said James Bloomer And of the covenants hereinafter mentioned And the sum of five thousand dollars to the said Hugh Mc Farland paid by the said James Bloomer the receipt whereof is hereby acknowledged have granted bargained

sold and conveyed and by these presents doth grant
bargain sell & convey unto the said James Bloomer
81 all the right title & interest which the said Hugh
Mc Farland has or which he may hereafter have
in & to the following described lots or parcels of land
to wit the South half of the north east quarter and
the north half of the north east quarter of section
numbered Two (2) in township No Twenty eight north
range due West of the 4th principal meridian situate
in the County of Jo Daviess & State of Illinois Also
the East half of the north west quarter and the north
East quarter of the South west quarter of section No
thirty two (32) And the East half of the north east
quarter And half of the west half of the North West
quarter of section No thirty three (33) all in town
six north range four East of the fourth principal
meridian containing 240 Acres more or less situate
in the county of Iowa Wisconsin Also the whole of
the Van Meter Farm (so called) containing three
hundred and forty acres situate in Columbia County
in the State of Wisconsin purchased of one Van Meter
by said Mc Farland And for a more particular
description of the land reference can be had to the
deed from said Van Meter to said Mc Farland To have
and to hold the above described premises together with
all & singular the improvements rights privileges &
appurtenances thereunto in anywise belonging unto
the said James Bloomer heirs & assigns forever In trust
for the use & purposes hereinafter declared And for no other

Now know to that whereas the said Hugh McFarland stands & is indebted to the said James Bloomer for the sum of Five thousand & thirty two dollars and 82/100 advanced paid to B. H. Campbell at said McFarlands 82
request and for the sum of $1685 36/100 paid A. L. Holmes and Bloomer & Holmes And whereas the said Holmes has agreed to advance further to said McFarland not exceeding five thousand dollars in goods and five hundred dollars in cash in consideration whereof and of other matters & things the said Hugh McFarland has contracted to deliver to said Bloomer 300,000 feet of lumber before the first day of June 1850 and 300,000 feet more before the first day of September 1850 and other large & divers amounts of lumber at different places and to do & perform divers other matters & things agreeably to a certain contract in writing bearing even date herewith made & entered into between said McFarland and Bloomer to which reference is now made in the doing & performing of which contract according to the terms thereof default is in no particular to be made the said McFarland now in default so to be made aforesaid in any particular the said Hugh McFarland authorizes and empowers the said James Bloomer to enter upon and take possession of said premises above described & dispose of the same at Public Sale after giving thirty days notice of such sale in any newspaper printed in Galena Illinois to the highest bidder for ready money and to apply the proceeds

of said sale to the payment of any debt or
damages on the above contract above mentioned
and should there be any overplus after paying said
83 debts & damages and all costs & expenses attending
or arising from said sale to pay the same to the
said Hugh Mc Farland and the said James Bloomer
upon making sale as aforesaid is hereby autho-
rized & Empowered in trust of selling to execute
& deliver to the purchasers or purchaser thereof good
& sufficient deeds therefor conveying all the right
of the said Hugh Mc Farland in as full & ample
a manner as the said Hugh Mc Farland might
or could do: but should the said Mc Farland perform
said Contract in all particulars with the said James
Bloomer according to the tenor thereof then this Deed
of Trust is to be void and of no effect otherwise to
remain in full force & virtue In witness whereof
I have hereunto set my hand & seal the day and
year first above written.

H. Mc Farland [L.S.]

Signed sealed & delivered in presence of
A. L. Holmes. Wm. C. Bostwick

State of Illinois
Jo Daviess County
City of Galena

I the undersigned Notary
Public of said City in
said County do certify

that Hugh Mc Farlane whose signature
appears to the foregoing Deed of Trust & who is
84 personally known to me to be the identical person
who signed the same this day appeared before me
and acknowledged that he had signed sealed
and delivered the same as his free act & deed for
the uses & purposes therein expressed In witness
whereof I have hereunto set my name and affixed
my seal at Galena this Twenty third day of October
A. D. 1849.

Wm C. Bostwick Not: Pub:

The Complainant then read as evidence
the Deposition of Hugh Mc Farland -

The Deposition above refered to is in the
words and figures following to wit

Jas L. Johnson Admor of Est. of Jas Bloomer decd. Semele Short and Frederick H. Short . . . . . } Complainant / Bill in Chancery / Defendant

State of Illinois
Jo Daviess County
14th Judicial Circuit } Set

The People of the State of Illinois to John Van Myers a Commissioner in & for the County of Columbia in the State of Wisconsin or to any Judge or Justice of the Peace of said County

85

Greeting Know ye That we in confidence of your prudence and fidelity have appointed you and by these presents do give unto you full power and authority and do hereby authorize and require you that at a certain time and place to be designated and appointed by you for that purpose you do cause the witness whose name is mentioned in the caption of the enclosed interrogatories as well on the part of the said Sarah L. Johnson Admx &c. plaintiff as on the part of Semele Short & Frederick H. Short defendants to come before you and them and there diligently and faithfully examine them upon the said interrogatories on his corporeal oath first taken before you both on the part of said plaintiff and defendant and none others and that you do take such witness' examinations and cause the said interrogatories as they are propounded together with the answers of said witness thereto to be reduced to writing in the order in which they shall be propounded and answered and when you shall have so taken them you shall cause the said witness to sign his name to the same in its proper place in your presence and thereupon you will annex at the foot thereof a certificate subscribed by yourself in which you must state, that they were sworn to and signed by the deponent and the time and place when and where the same were taken. After which you are to send the said depositions together with this Commissio

and the enclosed interrogatories carefully enclosed
and sealed up to the Clerk of the Circuit Court
86 in and for the county of Jo Daviess and State
of Illinois with the names of the said parties
litigant endorsed thereon and this you shall in
no wise omit.

Witness Wm R Rowley Clerk of said Court
and the Seal thereof at Galena this
1st day of May A.D. 1858
Attest Wm R. Rowley Clerk

Seal

Please to take Notice that on Saturday the
first day of May A.D. 1858 between the hours of
9 in the morning and 4 in the evening of the
same day I will by myself or attorney attend at
the Clerks Office of the Circuit Court in and for
the County of Jo Daviess and State of Illinois
for the purpose of suing out a Dedimus Potestatem
or Commission under the seal of the said Court
directed to John Van Myers as a Commissioner
in and for the county of Columbia and State
of Wisconsin or in case of his absence or inability
to attend, to any Judge or Justice of the Peace in
and for said County and State last aforesaid
to take the deposition of Hugh Mc Farlane a
citizen of the last mentioned county and State
on the annexed interrogatories to be read as testimony
on the trial of a certain suit in Chancery now
pending and undetermined in the said Circuit Court

wherein James L. Johnson is the plaintiff and Frederick H. Short et al are the defendants You can then and there attend and file cross interrogatories if you think proper.

87 James L. Johnson

By R H. McClellan, his Atty

Interrogatories to be administered to, Hugh McFarlane of the county of Columbia and State of Wisconsin a witness to be produced sworn and examined in a certain case in Chancery now pending and undetermined in the Circuit Court in and for the county of Jo Daviess and State of Illinois wherein James L. Johnson is plaintiff and Frederick H. Short et al are defendants on the part and behalf of the said plaintiff as follows Viz:

Question

1 Do you know the parties plaintiff and defendant in the bill of interrogatories mentioned or either and which of them and how long have you known them respectively?

" 2 Were you indebted to James Bloomer late of Galena Illinois at the time of his death? if Yea, State the amount of such indebtedness as nearly as you can

" 3 If you state in answer to the last interrogatory that you were indebted to said James Bloomer at the time of his death State if you have paid said indebtedness and how and when

you paid the same and to whom you paid
88 the same & all you know in regard to the matter
Question 4 State whether or not you & your wife made
the Deed to Semele Bloomer a copy of
which is annexed to the Bill in this suit
& marked "Exhibit A"? If So what
was the consideration for said conveyance,
who furnished the same, and if any part of
it was furnished by said Semele Bloomer
" 5 If in answer to the last interrogatory you
state that you did execute said deed, was it,
or was it not, made in full payment of your
indebtedness to the Estate of said James
Bloomer & which had accrued prior to his death?
" 6 State how you came to make said
Deed to said Semele Bloomer?
" 7 State if you made the Deed of Trust
described in the Bill in this suit a copy of
which is annexed to said Bill as "Exhibit B"
& how & why you made the same?
" 8 If you answer that you did make the said
Deed of Trust was the indebtedness thereby
secured the same which you afterwards paid by
conveying the lands therein described to said Semele
Bloomer by the Deed to her above referred to in the
4th Interrogatory?
" 9 When you made the Deed to said Semele
Bloomer referred to in said 4th Interrogatory was
or was it not made upon a full & final settlement

& compromise of all you owed the Estate of
89 said James Bloomer 2d

Quest'n 10 What is the land conveyed by said Deed to Semele Bloomer called or by what name is it known?

" 11 Do you know of any other matter or thing of benefit to the plaintiff in this suit? If you, state the same as fully as if specially interrogated thereon &c.

Rec'd a copy of the above notice & interrogatories this 21st day of April 1858
M. G. Johnson, Defts Atty.

Cross Interrogatories by Deft-

Quest. 1st State if the property in dispute was incumbered by mortgage Deed of Trust or Judgment prior to any incumbrance held by James Bloomer and was the same sold long prior to the deed made by you to Semele Bloomer under said prior incumbrance

" 2nd Who was the owner under the prior incumbrance and for whose benefit was the same sold - If you answer Henry Corwith - did you get any of the money produced by said sale or did the same go in liquidation of the prior incumbrances

" 3rd Was anything paid you when you made the transfer to Semele Bloomer - if so what was it.

- Did she hold the title to this property at the
90 time under the former incumbrance and sale from
said transfer to perfect her title or not -

2 Quest. 4" At the time of the transfer by you was it a
bargain and sale of this property to her or was
it a settlement between you and the Estate of
James Bloomer embracing other transactions
and other property and contracts and this transfer
made to perfect the title in her in lieu of Dower
as an inducement to have the settlement made

" 5" What was the extent of your transactions
with James Bloomer, was it large or small, how
long continued - Did it embrace real estate and
personal property - personal contracts, sureties,
damages profits &c

" 6" At the time of the settlement and making of
this deed to Semele Bloomer was there or not
an amount of property choses in actions and claims
against the Estate (not including this in dispute)
released and discharged to the Administratrix and
surviving partner of said Estate equal to your
indebtedness -

" 7" Where were the contracts with Bloomer made
and to be performed and where was the property (other
than this in dispute) situated - is it in the State
of Wisconsin or Illinois -

" 8" State any fact you may know of advantage to the defendants
in regard to the matter in controversy fully and particularly

M. G. Johnson, Sol for,
Semele Short & T. H. Short Defts

Isa. L. Johnson Admx. of Estate of } Bill in Chancery
Isa Bloomer decd } Complainant

91)

vs

Semele Short and Frederick H. Short } Defendant

In the State of Illinois Jo Daviess county }
14th Judicial Circuit }

State of Wisconsin } Hugh McFarlane of the
County of Columbia } ss County of Columbia and State
of Wisconsin whose testimony is ordered & directed
to be taken by the annexed commission being duly
sworn according to law on his oath answers the
interrogatories attached to said commission thus
propounded to him as directed in said Commission
as follows –

Question 1 Do you know the parties plaintiff and defendant
in the title of interrogatories mentioned or either
and which of them and how long have you known
them respectively?

Answer I know all the parties – have known the
complainant Isa L. Johnson & the Defendant
Semele Short between Eight and ten years – The
other Defendant Frederick H. Short I met and
made his acquaintance for the first time in August
1857 in this City – My acquaintance with him is
confined to an interview had with him at that
time and one a week or two subsequently – Mrs Semele
Short said that he was her husband – that they were recently

married at Cincinnatti in the State of Ohio & had called upon me to make some enquiries in reference

Q2 to the Estate of her former husband James Bloomer deceased -

Question 2nd. Were you indebted to James Bloomer late of Galena Illinois at the time of his death? If. Yes State the amount of such indebtedness as nearly as you can

Answer I was at that time indebted to him somewhere between three thousand and five thousand dollars

Question 3rd. If you state in answer to the last interrogatory that you were indebted to said James Bloomer at the time of his death State if you have paid said indebtedness and how and when you paid the same and to whom you paid the same fale you know in regard to the matter—

Answer I have paid said indebtedness in full - It was incurred in course of business transactions with said James Bloomer who was an extensive lumber merchant & engaged in business connected therewith on the Wisconsin & Mississippi rivers. I was also engaged in the lumber business in the Wisconsin Pinery & had agreed to deliver him a quantity of lumber & did deliver a portion of the same. In the fall of 1849 I was still indebted to the said James Bloomer and to various other parties in the City of Galena Illinois where said James Bloomer then resided in a sum amounting in the aggregate to Five thousand Dollars or thereabouts. At that time I had a settlement with James Bloomer

& executed to him a Deed of Trust of three
several tracts of lands - Two of them were in the
93 State of Wisconsin & the other in the State of
Illinois. In this settlement James Bloomer assumed
my indebtedness to the various other parties in
Galena which made my indebtedness to him amount
to the said sum of five thousand dollars or thereabouts
And this Deed of Trust was given to secure the
payment of the said sum of money thus made by
& with the consent and agreement of my other creditors
in Galena. This settlement was made & the deed
of Trust executed sometime in the month of October
1849. At the time of the decease of the said James
Bloomer I had paid a portion of the said sum of
Five thousand dollars or thereabouts but exactly what
portion I am unable at the present time to state -
After the decease of said James Bloomer I called
upon his widow Semele Bloomer the administratrix
of his Estate to settle up the balance of my said
indebtedness, now belonging to the Estate of said
James Bloomer deceased & did settle with her as
such administratrix for the same. In our settlement
I agreed to convey to said administratrix or the legal
representatives of the Estate of said James Bloomer
the land described in said Deed of Trust as situated
in the County of De Daviess in the State of Illinois
free & clear of all incumbrances except said Deed of
Trust given as before stated & excepting also that of an
attachment proceeding in favor of Henry Corwith of

Galena and also excepting all tax titles and taxes due
94 upon the same and agreed also to give a Quit claim
Deed of all my right title and interest of in & to the
land described in said Deed of Trust as situated
in the County of Iowa in the State of Wisconsin and
agreed in addition to said Conveyances to pay the
sum of Four hundred & fifty dollars to the said
Semele Bloomer or other legal representative of said
Estate And in consideration of said Conveyances & the
payment of said sum of money the said Semele
Bloomer as the legal representative of the said Estate
agreed to relinquish & satisfy all claims & demands
whatsoever of said Estate growing out of the business
carried on between the said James Bloomer himself
or growing out of or created by the said Deed of
Trust against me. And also to relinquish & satisfy
all claims & demands of the said estate against
or upon the land described in the said Deed of Trust
as situated in the County of Columbia in the
State of Wisconsin & known as the "Van Winter
Farm" so that I might be possessed of the same
as fully as if the said Deed of Trust had never
been executed or said indebtedness never incurred

After said Agreement was made I immediately
executed the deeds as already described for the lands
already mentioned to the said Semele Bloomer
and took from her the said Semele Bloomer a contract
in writing duly executed by her the said Semele Bloomer
that upon my paying the said sum of Four hundred

& fifty dollars both myself & the "Van Winter farm"
were to be released as I have stated, according
95 to our agreement. And in pursuance of said
agreement & contract I afterwards paid over
to Daniel F. Smith as the representative
of the said Estate and as the surviving partner
of said James Bloomer deceased the said sum
of Four hundred and fifty Dollars & took from
him a receipt in full of all debts liabilities
& a Release or Conveyance of the said "Van
Winter farm"

Question 4th State whether or not you & your wife made the
deed to Semele Bloomer a copy of which is annexed
to the Bill in this suit & marked Exhibit "A"?
- If yes what was the consideration for said
conveyance, who furnished the same and if any
part of it was furnished by said Semele Bloomer?

Answer. Yes - The deed was made in pursuance of the
agreement & for the considerations & those considerations
were furnished as I have already explained in my
answer to the 3rd. Interrogatory

Question 5 If in Answer to the last Interrogatory you state
that you did execute said deed, was it or was it not
made in full payment of your indebtedness to the
Estate of said James Bloomer & which had accrued
prior to his death?

Answer The said Deed was executed for the purposes
I have already stated in my Answer to the 3rd
Interrogatory & was made together with the Deed

claim of the lands in Iowa County Wisconsin
the payment of the four hundred & fifty dollars
46 in full payment of my indebtedness to the Estate
of said James Bloomer which had accrued
prior to his death -

Question 6 State how you came to make said Deed to
said Semele Bloomer

Answer I made it to her in payment of my indebt-
-edness to the Estate of said James Bloomer & in
pursuance of the settlement made with her as
administratrix as explained in my answer to the
3rd Interrogatory. I understood & believed that she
was the proper person to settle with & to convey the
property to & therefore made said conveyance to her

Question 7 State if you made the Deed of Trust described
in the Bill in this suit a copy of which is annexed
to said Bill as Exhibit "B" & how & why you made
the same.

Answer I made said Deed of Trust. It was made in
pursuance of an Agreement & Settlement made between
James Bloomer myself as I have explained in
my answer to the 3rd Interrogatory. The agreement
& settlement were made I think in October 1849
At that time I was indebted in various sums
of money to A. L. Holmes, Bloomer & Holmes,
Henry Corwith B. H. Campbell & Nicholas
Dowling all of the City of Galena as well as to
the said James Bloomer and being somewhat
embarrassed in business & unable to meet the demands

of these creditors I made this Deed of Trust
to the said James Bloomer so that he might
97 be secured against loss in assuming my liabilities
to these creditors as well as against any loss
on his own account in order that I might
continue my business –

Question 8 If you answer that you did make said
Deed of Trust, was the indebtedness thereby
secured the same which you afterwards paid
by conveying the lands therein described to
said Semele Bloomer by the Deed to her above
refered to in the 4th Interrogatory?

Answer The indebtedness secured in said Deed of
Trust was the same which I paid by the
conveyance of the lands described in the Deed
referred to in the 4th Interrogatory to said
Semele Bloomer by the Quit claim Deed
of the lands in the County of Iowa in Wisconsin
to said Semele Bloomer by the payment of
the sum of fourhundred & fifty Dollars as
explained & stated in my answer to the 3rd
Interrogatory.

Question 9 When you made the deed to said Semele Bloomer
refered to in said 4th Interrogatory was or was it
not made upon a full final settlement & compromise
of all you owed the Estate of said James Bloomer

Answer The said Deed refered to in the 4th Interrogatory
together with the Quit claim Deed & the payment
of the sum of four hundred & fifty Dollars were

made in full & final settlement of all dowd the estate of said James Bloom

Question 10 What is the land conveyed by said Deed to Semele Bloomer called or by what name is it known?

Answer The land in Jo Daviess County in the State of Illinois is called the "Four Mile House" that in the Quit claim deed in the County of Dowa in the State of Wisconsin is called "Porter's Grove House"—

Question 11 Do you know of any other matter or thing of benefit to the plaintiff in this suit? If yes state the same as fully as if specially interrogated thereunto—

Answer I do not now think or remember any matter or thing of benefit to the plaintiff further than what I have already stated.

H. McFarlane

Cross Interrogatories by Deft

Question 1 State if the property in dispute was incumbered by Mortgage Deed of Trust or Judgment prior to any incumbrance held by James Bloomer & was the same sold long prior to the Deed made by you to Semele Bloomer under said prior incumbrance

Answer The property in dispute was incumbered by a Judgment obtained by Henry Corwith of Galena against me sold by the Sheriff by virtue of an execution issued on said Judgment prior to the deed made by me to Semele Bloomer—

Question 2nd. — Who was the owner under the prior incumbrance and for whose benefit was the same sold — If you answer Henry Corwith did you get any of the money produced by said sale or did the same go in liquidation of the prior incumbrances

Answer — Henry Corwith — I received no money from said sale. The property was bid in by Henry Corwith for his own benefit & was afterwards redeemed by James Bloomer & the cost of the redemption charged to me by James Bloomer & placed in the amount for which I finally settled with the estate of said Bloomer —

Question 3rd. — Was any thing paid you when you made the transfer to Semele Bloomer if so what was it — Did she hold the title to this property at the time under the former incumbrance and sale and was said transfer to perfect her title or not?

Answer — There was not, except as stated in my answer to 3rd. Interrogatory on my direct examination — The transfer was made in pursuance of an agreement of settlement made with Semele Bloomer as administratrix of the estate of James Bloomer deceased. I had previously given said James Bloomer a Deed of Trust of the property in dispute and other lands situate in the State of Wisconsin to secure the payment of my indebtedness to him

And as I have stated on my direct examination
she agreed to release a portion of the lands in
100 Wisconsin & I agreed to relinquish the remaining
property in Wisconsin & the property in dispute & pay
over the sum of Four hundred & fifty dollars & I do
not know whether "she held the title to this property
at the time under the former incumbrance and sale
or not" the said transfer was made in pursuance
of the agreement before stated & in settlement in
part of the claim of the Estate against me & not
to perfect her title –

Question 4 At the time of the transfer by you was it a
bargain and sale of this property to her or was
it a settlement between you and the Estate of James
Bloomer embracing other transactions and other
property and contracts, and this transfer made
to perfect the title in her in lieu of dower as
an inducement to have the settlement made

Answer It was a settlement between me and the estate
of James Bloomer & did embrace other transactions
and other property & contracts and was not made
to perfect the title in her in lieu of dower nor
as an inducement to have the settlement made
but in pursuance of the agreement of settlement
with Semele Bloomer as the administratrix or
representative of the estate of James Bloomer deceased

Question 5 What was the extent of your transactions with James Bloomer
– was it large or small, how long continued. Did it Embrace real
Estate and personal property – personal contracts, sureties damages profits

Answer

From fifteen to twenty thousand dollars and continued from one to two years - It did not

101 embrace any real estate or personal property or suits or damages or profits further than is stated in the Deed of Trust & conveyances already mentioned and further than I have already stated in my direct examination—

Question 6 At the time of the settlement and making of the Deed to Semele Bloomer was there or not an amount of property choses in action and claims against the Estate (not including this in dispute) released and discharged to the administratrix and surviving partner of said estate equal to your indebtedness?

Answer At the time of the settlement and making of the deed to Semele Bloomer I also made her a quit claim deed as already stated of a tract of land in the county of Iowa in the State of Wisconsin and took from her in accordance with the terms of our settlement a written contract or agreement to release me from all claims and demands of every nature or description which the said Estate then had or might have by virtue of any contracts or the deed of Trust which I had made with the said James Bloomer in his lifetime and also to release from said Deed of Trust mentioned the tract of land described therein as "the Van Winter farm" situate in the County of Columbia Wisconsin upon my paying the administratrix or surviving partner the sum of Four hundred

fifty dollars - which said sum I afterwards paid
to Daniel F. Smith as such surviving partner of
102 said Bloomer deceased - this settlement was intended
to be full & complete. I know of no other property
choses in actions and claims against the Estate
that were discharged further than I have already stated

Question 7 Where were the contracts with Bloomer made
and to be performed and where was the property
(other than this in dispute) situated - is it in the
State of Wisconsin or Illinois -

Answer The contracts with Bloomer were made in
Galena Illinois, and were to be performed or
fulfilled there - the other property was situated
in the State of Wisconsin -

Question 8 State any fact you may know of advantage
to the defendants in regard to the matter in
controversy fully and particularly -

Answer I do not now recollect any further fact
of advantage to the defendants other than -
those already stated /.

H. McFarlane

State of Wisconsin
Columbia County } I John Dean Justice of the Peace
in and for said County do hereby certify that the
above depositions were taken before me at my office
in the City of Portage in said County on the 17th
day of May A.D. 1858 at ten o'clock in the forenoon
that said depositions were taken as directed by the
Commission hereto annexed issued out of the Circuit

Court of Jo Daviess County (the 11th Judicial Circuit) in the State of Illinois upon written
103 interrogatories attached to said Commission: — that the answers to said interrogatories were reduced to writing and then carefully read over by the deponent who then made oath that said answers were true to the best of his knowledge & belief and subscribed his name to the same.

Jno. Dean, Justice of the Peace
Columbia County
State of Wisconsin

State of Wisconsin }
Columbia County } ss I Samuel K. Vaughan Clerk of the Circuit Court for the County and State aforesaid do hereby certify that John Dean Esq. whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon written was at the time of taking such proof or acknowledgment an acting Justice of the Peace in and for the County aforesaid duly elected and authorized to take the same and further that I am well acquainted with the handwriting of such Justice of the Peace and verily believe that the signature to the said certificate of proof or acknowledgment is genuine and that said instrument is executed and acknowledged in accordance with the laws of the State of Wisconsin

Seal

In testimony whereof I have hereunto set my hand and affixed the seal of the Circuit Court at my office in the City of Portage this 17th day of May A.D. 1858

S. K. Vaughan, Clerk

Endorsed

Filed & opened in open Court May 22nd.
1858.
Wm R. Rowley, Clerk

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The Complainant then introduced & examined Richd Seal who testified he was clerk of the Probate Court And produced the Records of said Court showing that the Estate of Jas. Bloomer decd was largely insolvent there being some $21000 yet remaining unpaid —

This being all the evidence on the part of Compt the defendants Frederick H. Short & Semele Short to maintain their defence then examined said Richd Seal who testified that the Records then produced were the Records of the Probate Court of Do Davies County And that the papers then produced were the papers on file in his office "In the matter of the Estate of James Bloomer decd"

The said defendants Frederick H. & Semele Short then read in support of her pleas from the papers aforesaid the Inventory and appraisement Bill filed by Semele Bloomer as Admix of James Bloomer of the real and personal property belonging to said Estate as returned by her to the Probate Court and which Inventory is as follows viz.
dated the day of 185

Inventory

105 of the Real and Personal Estate of James Bloomer deceased as far as known

There is believed to be in the hands of Green & Pitman in the City of Quincy Illinois about 190,000 Shingles valued at 475 00

— Also —

In the hands of the Administratrix in the City of Galena a Lot of Lumber estimated at 531,218 ft.

Do Lath 29,800

Do Shingles 494,500

Do Square timber 15.742

Do Sash 1296

Do Door 8000

And various other articles of personal property as will be seen by reference to Schedule of Appraisement filed January 22. 1857 valued 9723 99

— Also —

Lots 1. 2. 3. 4. 5 &c on Franklin and Branch Sts in the City of Galena containing one hundred and Sixty Six thousands of an Acre purchased in fee simple from Wm Strawbridge October 12. 1847 valued at 3000 00

— Also —

Lot 15 Block 12 in the City of Galena about 50 ft. by 150 purchased from Wm C. Bostwick Trustee of A L Sherman in fee simple Nov. 4. 1849 800 00

— Also —

Lot 7. Block 67. in Townsends alteration of Lots 1. 2. 3. 4 & 5 in Block 62. in the City of Galena purchased from John Burnichter and wife in fee simple October 12. 1849. 800 00

The undivided half of the south ½ of the East part of the South East fractional quarter section No 24
106 Town 28 North range one West purchased from H L Holmes in fee simple February 4. 1849 700 00

—— Also ——

Lot 75 on Water Street in the City of Galena 40ft front by 112 Deep purchased from M. B Pierce Sheriff in fee simple under a sale for foreclosure of a Mortgage due the President Directors & Co of the State Bank of Illinois Oct 7. 1851 valued 2500 00

—— Also ——

The north east fractional quarter section 2 in town 28 North range 1 West containing 154 5/100 Acres purchased at Sheriffs sale May 1. 1850 by Henry Corwith the Certificate of which was assigned August 28. 1851. On the same land there is held by the Estate a Deed of Trust given by H. Mc Farlane Oct. 22. 1849 to secure the fulfilment of a certain contract and the payment of certain advances made said Mc Farlane 3000 00

—— Also ——

Deeds of Trust J. L. A. Rollins to James Bloomer
Deeds of Trust H. Mc Farlane to same
Trustees Deed W. Bostwick to same
Warantee Deed Wm Strawbridge to same
Sheriffs Deed M B. Pierce to same
Sheriffs Certificate H. Corwith to same
The Books are 4 Ledgers. 2 Journals 4 Day Books -

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2 Cash Books 2 Receipt Books
7 Blotters, 2 order Books, 1 Bank Book

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Inventory and List
of Accounts due the Estate of James Bloomer dec'd

Armstrong William Book Ac't various dates		Dff'l		14	38
Alderson Simon	"		Good	62	78
Alton Row & Co	"		Good	7	59
Briggs Rob't M	"	Dff'l		12	96
Brewster John M	"		Good	43	10
Barkley David	"		Good	1	00
Benninger G. J.	"	Dff'l		20	98
Butterfield C. P.	"	Dff'l		31	08
Brooks E. M	"	Dff'l		9	00
Billon G. P.	"		Good	7	00
Buck Bey	"	Dff'l		6	56
Bruce G. W	"	Dff'l		13	48
Brewster D. R.	"		Good	17	24
Beyman F. G & Co	"		Good	40	55
Bostwick W. C.	"		Good	17	98
Baur Charles	"		Good	198	42
Bebbe H. R	"	Dff'l		37	71
Bailey W. & Co	"		Good	76	91
Barnard D. A	"		Good	17	20
Brown H. V. W.	"		Good		30
Bubeck S.	"		Good	1	65
Byrnes	"	Dff'l		2	05
Brady B.	"	Dff'l		1	95
Barker Rob't	"	Dff'l		21	00
Crosby	"	Dff'l		1	18

	Chapman Isaac	Book act various dates		Dfl		10	00
	Crumbacher John	"	"	Dfl		2	60
	Conaghey Michael	"	"		Good	4	61
168	Christholm R. B.	"	"	Dfl.		14	73
	Cowdrey E.	"	"	Dfl.		10	00
	Chamberlain L.	"	"	Dfl.		8	42
	Church Benj	"	"	Dfl		16	52
	Carthew John	"	"	Dfl		36	70
	Cuff James	"	"	Dfl		31	85
	Center John	"	"	Dfl.		79	33
	Clayton Joel	"	"	Dfl		52	88
	Cormack Gid	"	"	Dfl		24	45
	Chapman J W	"	"	Dfl.		16	58
	Cruikshank John	"	"		Good	63	76
	Cushing Patrick	"	"		Good	18	32
	Clymo Henry	"	"		Good	10	37
	Chaver George	"	"	Dfl.		13	00
	Chase W. W.	"	"		Good	2	30
	Coad Wm	"	"		Good	5	51
	Carson R. W.	"	"		Good	2	20
	Caland Alex	"	"		Good	6	50
	Conlee Josiah	"	"		Good	18	50
	Clinton Henry	"	"	Dfl.		168	28
	Coag James	"	"		Good	1	65
	Denison	"	"	Dfl.		8	50
	Dezoya I. P.	"	"		Good	65	84
	Donnelly S.	"	"	Dfl.		45	15
	Davey Thos.	"	"	Dfl.		149	38
	Dorman D B.	"	"		Good	150	87

	Davis A. C.	Book Account various dates			Good	16	90
	Duch Bucher	"	"		Good	1	75
	Evans Joseph	"	"		Good	1	20
109	Esty Augustus	"	"		Good	21	90
	Enlow E.	"	"	Diff.		15	60
	Fitzgerald M.	"	"		Good	3	70
	Foltz H. W.	"	"		Good	15	00
	Funston	"	"	Diff.		6	00
	Fawcett M.	"	"		Good	6	90
	Ferris Benjamin	"	"	Diff.		1	10
	Fitzgerald John	"	"		Good	6	00
	Flaherty F	"	"		Good	7	80
	Gaff W. B.	"	"	Diff.		4	18
	Goodwin G.	"	"	Diff.		1	55
	Gorham L.	"	"		Good	12	50
	Gamer John	"	"		Good	2	52
	Gratiott E. H.	"	"		Good	62	71
	Gorman Michael	"	"		Good	8	34
	Gilson L. R.	"	"	Diff.		5	72
	Gursey & Hayden	"	"	Diff		4	00
	Gregory James	"	"	Diff		46	31
	Graham R.	"	"	Diff		3	00
	Gregory L.	"	"	Diff		3	60
	Hoskins Thos	"	"	Diff		12	25
	Hickey Patrick L.	"	"	Diff.		31	20
	Hunt Stephen	"	"	Diff.		9	00
	Hempstead Wm	"	"		Good	3	00
	Harrington Phil	"	"	Diff.		24	23
	Harris R. S. & Co	"	"		Good	1	67

	Halloran James Book accomt various dates			Dfl.		22	90
	Hawkins	"	"	Dfl.		11	25
	Hempstead C. S.	"	"		Good	1	80
	Heyblett Saml	"	"		Good	4	46
118	Howarth He.	"	"		Good	2	28
	Hubert He.	"	"	Dfl.		7	00
	Johnson W He.	"	"	Dfl.		34	98
	Jase William	"	"		Good	2	80
	Jo Davies County	"	"		Good	19	35
	Johns Edwin	"	"		Good	12	74
	Kennedy Morris	"	"	Dfl.		10	70
	Kay William	"	"	Dfl.		16	14
	Kelso Doctor	"	"	Dfl.		2	17
	Kelley Peter	"	"		Good	15	45
	Legate J. C. Estate	"	"	Dfl		4	20
	Lent John	"	"	Dfl		15	57
	Looney A	"	"	Dfl			98
	Lamar Chas	"	"	Dfl.		3	50
	Langley R.	"	"		Good	17	84
	Leekley Wahl	"	"		Good	7	66
	Lutzinger J.	"	"		Good	9	78
	Langley Isaac	"	"	Dfl		6	00
	Leekley G. B.	"	"		Good	6	50
	Metzger M	"	"	Dfl		9	12
	Maher N.	"	"	Dfl		7	94
	Mc Queen John	"	"	Dfl		6	05
	Mc Graw Pat	"	"	Dfl		8	57
	Mars G. He.	"	"		Good	9	95
	Martin Saml	"	"		Good	3	95

	Marsden I	Book	Account	Various dates		Good	21	79
	Marble H Bliss	"	"			Good	116	66
	Mc Lear Patrick	"	"			Good	67	53
111	Marah Thomas	"	"		Dflt		19	38
	Meagom Terence	"	"			Good	7	91
	Meyers Charles	"	"			Good	2	70
	March Wm	"	"			Good	49	20
	Mc Legan R	"	"			Good	5	85
	Meek Basil	"	"		Dflt		7	25
	Morris Nath[l]	"	"			Good	7	00
	Morelan B	"	"		Dflt.		3	12
	Norris R. S.	"	"			Good	1	50
	Provonsal F	"	"		Dflt		8	50
	Pitts H. G.	"	"			Good	21	51
	Perkins Josiah	"	"		Dflt		6	72
	Poole M.	"	"			Good		65
	Rogers Wm	"	"			Good	4	90
	Read Wm	"	"		Dflt.		2	25
	Riddle Thos Estate	"	"			Good	101	94
	Reshe I. N. & Co	"	"			Good	97	84
	Rea W. G.	"	"		Dflt		37	45
	Roberts Henry	"	"			Good	2	05
	Rich E.	"	"		Dflt			86
	Strong Moses M	"	"		Dflt.		25	20
	Stevens P.	"	"		Dflt.		18	00
	Smith Reuben	"	"		Dflt.		11	00
	Scales S. K.	"	"		Dflt.		1	49
	Scott James	"	"			Good	4	19
	Smith & Wilson	"	"			Good	2	53

	Sanger H.	Book Acct	various dates	Dtfl		7	20
	Shacklow C.	"	"		Good	12	67
112	Stearns G. W.	"	"		Good	8	65
	Silsbery N.	"	"	Dtfl		2	24
	Stowell F. A.	"	"	Dtfl		12	54
	Simpson James	"	"	Dtfl.		15	85
	Soulard L. G.	"	"		Good	28	23
	Smith W. B.	"	"		Good	35	77
	Stouffer H. G.	"	"		Good	30	02
	Starr Robt.	"	"	Dtfl.		4	63
	Smith D. F.	"	"		Good	5	00
	Stodwell L.	"	"		Good	198	31
	Stevens Henry	"	"	Dtfl.		40	04
	Shaw Robert	"	"		Good		25
	Sherill S. M.	"	"	Dtfl.		7	71
	Tyler A.	"	"		Good	64	93
	Townsend C. R. Estate	"	"		Good	57	95
	Truett M. F.	"	"	Dtfl.		3	55
	Temple James	"	"		Good	15	82
	Terrill Wm.	"	"		Good	8	10
	Terry L. D.	"	"		Good	53	03
	Vincent Wm.	"	"		Good	4	50
	Van Meyers L.	"	"		Good	31	41
	Watts & Jameson	"	"	Dtfl		4	20
	Whaley L.	"	"	Dtfl		4	92
	Weldon James	"	"	Dtfl		10	00
	Williams Rapley	"	"	Dtfl		25	85
	Warburton Wm.	"	"	Dtfl			83
	Warner Jared	"	"	Dtfl		1	06

	Wilson & Co	Book account	various dates	Diff.		12	38
	Whitesides N. B.	"	"		Good	31	16
113	Wilde J.	"	"	Diff.		1	40
	Young W. & J.	"	"		Good	52	94
	S. B. Enterprise	"	"		Good	7	40

List of Accounts on Saint-Louis concern Books

Young & Maybee	about Book Acct	various dates		Good	1000	00
J. M Campbell	"	"	"	Good	160	00
John Wemer	"	"	"	Good	1300	00
John D. A. Rollins	"	"	"	Good	4500	00
H. Mc Farlane	"	"	"	Good	8500	00
Howe & Babbelin	"	"	"	Good	202	00
Clark & Sargeant	"	"	"	Diff.	140	42
C. E. S. Meiner	"	"	"	Good	101	00
David Ford	"	"	"	Diff	75	00
Morrison & Boswell	"	"	"	Good	500	00

List of Notes due Lumber Yard Galena

1848	Thaddeus Moore	Note		Diff	14	25
1848	Do	Do	Do	Diff	9	93
1849	John Mealone	Note		Diff	29	54
1848	E. S. Meiner	Do		Good	29	03
1849	M. G. Johnson	Accpt.		Good	12	00
1849	H. H. A. Calahan	Note		Diff.	175	00
1846	Daniel Carney	Do		Diff.	30	60
1847	R. W. Bellingall	Do		Diff	35	00
	Henry Clinton	Note	dated 1848	Diff.	368	00
	Hanley P. Jayler	do	1848	Diff.	3	53

	Thomas Drums	Note	dated	1847	Dfft		17	91
	James H. Bloomer	do		1849	Dfft		13	62
114	Thomas Shenells	do		1849	Dfft		6	37
	Lanco Stewarts	do		1847	Dfft		15	75
	Ralph Birds	do		1846	Dfft		51	16
	H. W. Millers	do		1849		Good	7	20
	H. S. Allens	do		1849	Dfft		93	50
	John Donnellys	do		1846	Dfft		29	00
	Josiah Perkins	do		1850		Good	16	80
	W. G. Reas	do		1850	Dfft		11	98
	Patrick Malone	do		1844	Dfft		10	00
	David Write	do		1846	Dfft		68	22
	H. Kelley Hc°	do		1846	Dfft		49	40
	Nicholas Steer	do		1848	Dfft		65	00
	Do Ryons	do		1847	Dfft		10	00
	D. Hunkins	do		1850		Good	139	60
	Thomas Clark	do		1849	Dfft		13	65
	R. Langley	do		1849		Good	72	37
	N. Wallis	do		1849	Dfft		39	35
	C. P. Frost	do		1849		Good	46	36
	G. A. Strong	do		1850	Dfft.		84	61

In addition to the foregoing schedule of real and personal property in my hands there is known to divers large amts. of real and personal property belonging to the estate in the hands of Daniel F. Smith surviving partner in the State of Wisconsin now in process of settlement and also in the hands of A. G. Edwards Administrator of the Estate in Saint Louis Missouri all which is submitted by Semele Bloomer

Galena - Febry 15. 1851.

Administratrix of James Bloomer dec^{d}.

Endorsed, Filed Feby 12th 1851 R. Seal, Cl.

The Inventory and Appraisement is as follows viz-/

115-

A full Inventory of the goods and chattels & personal Estate of James Bloomer deceased late of Galena in Daviess County Illinois as presented to the undersigned John D. Slaymaker-H. He. Bradley & Allan Tomlin appraisers appointed by the County Court of Do Daviess County to appraise the personal Estate of the said deceased./

Number			Description	Quantity	Value	Total	
No	1	8	Piles Lath	29,800	275	81	95
	2	3	" Shingles	67,000	3 00	201	00
	3	5	" Shingles	206,500	275	567	87
	4	4	" Shingles	70,000	2 25	157	50
	5	5	" Shingles	151,000	3 00	453	00
	6	1	" Clear Lumber	12744	20	254	88
	2	1	" Common "	6800	11	74	80
	3	1	" Sheeling "	16080	8	128	64
	4	1	" Common "	17810	11	195	91
	5	1	" Sheeling "	2394	8	19	15
	6	1	" Clear "	464	20	9	28
	7	1	" Common "	8566	11	94	22
	8	1	" Common "	23120	11	254	32
	9	1	" Common "	3922	10	39	22
	10	1	" Common "	13750	11	151	25
	11	1	" Joice "	1920	11	21	12
	12	1	" Common "	11480	11	126	28

						Quantity	Value	Total
No	13	1	Pile	Common Lumber		336	10	3 36
	14	1	"	Grub	"	466	7	3 26
	15	1	"	Joice	"	510	11	5 61
	16	1	"	Clear	"	240	20	4 80
	17	1	"	Grub	"	390	7	2 73
	18	1	"	Sheeling	"	1400	8	11 20
	19	1	"	Joice	"	320	11	3 52
	20	1	"	Joice	"	680	11	7 48
	21	1	"	Joice	"	366	11	4 02
	22	1	"	Joice	"	240	11	2 64
	23	1	"	Joice	"	3086	11	33 94
	24	1	"	Joice	"	3377	11	37 14
	25	1	"	Joice	"	607	11	6 67
	26	1	"	Siding	"	1280	13	16 64
	27	1	"	Fencing	"	208	12	2 49
	28	1	"	Joice	"	3624	11	39 86
	29	1	"	Joice	"	876	11	9 63
	30	1	"	Joice	"	1872	11	20 59
	31	1	"	Joice	"	1060	11	11 66
	32	1	"	Joice	"	240	11	2 64
	33	1	"	Joice	"	448	11	4 92
	34	1	"	Joice	"	576	11	6 33
	35	1	"	Refuse	"	448	6	2 68
	36	1	"	Joice	"	970	11	10 67
	37	1	"	Joice	"	1264	11	13 90
	38	1	"	Joice	"	666	11	7 32
	39	1	"	2nd Clear	"	1648	16	26 36
	40	1	"	1st Clear	"	1616	20	32 32
	41	1	"	1st Clear	"	192	20	3 84

42	1	"	2nd Clear	"		966	14	15	45
43	1	"	Common	"		5984	11	65	82
44	1	"	Common	"		19584	11	215	42
45	1	"	Common	"		7700	11	84	70
46	1	"	1st Clear	"		3520	20	70	40
47	1	"	2nd Clear	"		2035	16	32	56
48	1	"	Common	"		19728	11	217	00
49	1	"	Common	"		11696	11	128	65
50	1	"	1st Clear	"		3494	20	69	88
51	1	"	Flooring	"		5572	13	71	65
52	1	"	Fencing	"		3608	11	39	68
53	1	"	2nd Clear	"		5284	16	84	54
54	1	"	Common	"		24640	11	271	04
55	1	"	Sheeting	"		3526	8	28	20
56	1	"	Refuse	"		600	7	4	20
57	1	"	2nd Clear	"		833	16	13	32
60	1	"	Refuse	"		100	8		80
62	1	"	Common	"		10920	11	120	12
63	1	"	2nd Clear	"		6390	16	102	24
64	1	"	Sheeting	"		8892	8	71	13
65	1	"	2nd Clear	"		2128	16	34	04
66	1	"	2nd Clear	"		480	16	7	68
67	1	"	Common	"		2100	11	23	10
68	1	"	Common	"		10240	11	112	64
69	1	"	2nd Clear	"		3894	16	62	30
70	1	"	2nd Clear	"		1440	16	23	04
71	1	"	Refuse	"		2000	7	14	00
72	1	"	Grub	"		16320	7	114	24
73	1	"	Grub	"		17424	7	121	96

(118)

74	1	"	Grub	"	25584	7	25	08
75	1	"	Refuse	"	1500	7	10	50
76	1	"	Grub	"	2496	7	17	47
77	1	"	Joice	"	648	11	7	12
78	1	"	Joice	"	432	11	4	75
79	1	"	Joice	"	756	11	8	31
80	1	"	Refuse	"	300	7	2	10
81	1	"	Joice	"	1040	11	11	44
82	1	"	1st Clear	"	4441	20	88	82
83	1	"	1st Clear	"	10044	20	200	88
84	1	"	2nd Clear	"	2542	16	40	67
85	1	"	Sheeling	"	1428	8	11	42
86	1	"	Common	"	588	11	6	46
87	1	"	1st Clear	"	10800	20	216	00
88	1	"	Linid Flooring	"	1716	8	13	72
89	1	"	Common	"	4050	11	44	55
90	1	"	Flooring	"	5460	13	70	98
91	1	"	Fencing	"	5760	11	63	36
92	1	"	Common	"	11502	11	126	52
93	1	"	Common	"	11464	11	126	10
94	1	"	Clear	"	5700	20	114	00
95	1	"	2nd Clear	"	10854	16	173	66
96	1	"	Common	"	10920	11	120	12
97	1	"	Common	"	20640	11	227	04
98	1	"	Sheeling	"	4048	8	32	38
99	1	"	Common	"	20328	11	223	60
100	1	"	Common	"	100	11	1	10
101	1	"	Refuse	"	100	7		70
102	1	"	Common	"	2088	11	22	96

60

	103	1	"	Common	"	4876	11	53 63
119	104	1	"	Clear	"	2820	20	56 40
	105	1	"	Clear	"	1944	20	38 88
	106	1	"	Clear	"	2700	20	54 00
	107	1	"	Scantling	"	1152	11	12 67
	108	1	"	Scantling	"	2802	11	30 82
	109	1	"	Joice	"	482	11	5 30
	110	1	"	Clear	"	762	20	15 24
	111	1	"	Clear	"	1248	20	24 96
	112	1	"	Refuse	"	1000	7	7 00
					Ft.	531218		$7699 13
	113	1	Lot	Square Timber	136 pcs	3139	2	62 78
	114	1	"	Square Timber	147 "	3903	3	117 09
	115	1	"	Oak pales	56 "	56	25	14 00
	116	1	"	Square Timber	under size	2000	1	20 00
	117	1	"	Window Sash		888	3	26 64
	118	1	"	Window Sash		312	3	9 36
	119	1	"	Window Sash		90	3	2 70
	120	1	"	Lot of Sqr	Timber	6700	4	268 00
		1	Stove and pipe					6 10
		1	+ Cut saw					1 50
		1	Bucke Bunk					1 00
		4	Chaires - 2 Desks + 1 Table					10 00
		1	Circular Saw					1 00
		2	Draw Shaves					1 00
								$8240.20
		1	Lot Joice at Bailey He			8000	12	96 00

Office furniture

120)

A

No					
	1	1	Large stove & drum	10	00
	2	1	Sheet Iron Stove	1	00
	3	1	Parlour Stove	8	00
	4	1	Lot of Stove Pipe	1	00
	5	1	Pr Andirons		50
	6	2	Pr Sheet-Iron	1	00
	7	2	Fire Boards		50
	8	1	Lot of Stove ware	5	00
	9	1	Wheel Barrow	1	00
	10	2	Setts Sleigh bells	3	00
	11	2	Setts Sleigh bells	3	00
	12	1	Cutter	12	00
	13	1	Cutter	7	00
	14	1	Buggy	100	00
	15	1	Pr Horses	160	00
	16	1	Saddle	8	00
	17	1	Saddle	10	00
	18	1	Sett Harness	10	00
	19	1	Lot of Stable Furniture	2	00
	20	1	Lot of Hay at 4 Mile House about 10 Tons	35	00
	21	2	Feather beds & bedding	25	00
	22	1	Bureau	12	00
	23	2	Bed steads	18	00
	24	20	Yds Carpeting	20	00
				$ 387	88

Household furniture

B

No						
	1	88 Ft.	New Cable	14	14	08
	2	46 Ft.	New Cable	14	7	36
	3	72 Ft.	Old Cable	5	3	60

121

4	67 Lbs.	Old Cable		5	3	35
5	59 Lbs.	Old Cable		5	2	95
No 1	1	2 Horse Wagon			60	00
2	1	2 Horse Wagon			60	00
3	1	2 Horse Wagon			35	00
4	1	1 Horse Wagon			25	00
5	1	Old Ox Wagon			10	00
6	1	Pr Bob Sleds			25	00
7	1	Long Sled			15	00
8	1	Long Sled			15	00
9	1	Long Sled			18	00
10	1	Long Sled			18	00
11	1	Lot of Clothing			622	95
					$9723. 99	

State of Illinois } We the undersigned John L. Slaymaker
Jo Daviess County } W. H. Bradley and Allan Tomlin do
hereby certify that the foregoing inventory contains a true
and correct & full appraisement of the goods & chattels
& personal estate of Samis Bloomer deceased which
have been presented to us by the Administratrix of
said Estate according to the best of our Judgment &
that our oath as such appraisers is herewith append-
-ed Given under our hands & seals at Galena this
22nd day of January A. D. 1857.

Allan Tomlin (Seal)
Wm H. Bradley (Seal)
John L. Slaymaker (Seal)

State of Illinois
Jo Daviess County } Sct

To William H. Bradley
Allen Tomlin & John L. Slaymaker

1227

of the county of Jo Daviess and State of Illinois Greeting
This is to authorize you jointly to appraise the goods chattels and personal estate of James Bloomer late of the county of Jo Daviess and State of Illinois deceased so far as the same shall come to your sight and knowledge each of you having first taken the oath hereto annexed a certificate whereof you are to return annexed to an appraisement bill of said goods chattels and personal estate by you appraised in dollars and cents and in said bill of appraisement you are to set down in a column or columns opposite to each article appraised the value thereof.

Seal

Witness Richard Seal Clerk of the County Court in and for said county of Jo Daviess & the seal of said Court at his office in Galena this 6th day of January A.D. 1851.

Richard Seal Clerk

State of Illinois
Jo Daviess County } You and each of you do solemnly affirm that you will well and truly without partiality and prejudice value and appraise the goods chattels and personal estate of James Bloomer deceased so far as the same shall come to your sight and knowledge and that you will in all respects perform your duty as appraisers to the best of your skill and judgment.

Sworn to and subscribed before me
this 22 day of Janry 1851
R. Seal Clk

John L. Slaymaker
Wm H. Bradley
Allan Tomlin

Endorsed, Filed Feby 12. 1851
R. Seal, Clk.

The said defendants Frederic H. & Semele Short then read as evidence from the Records of the Probate Court aforesaid the entry of the order and Judgment of the Court on resignation and settlement of said Admx and discharge as follows-To wit:

123

In the matter of the Estate of James Bloomer dec'd. } Resignation of the administratrix.

In this case the adminis=
=tratrix of the said Estate having given the notice required by Law in such cases as appears satisfactorily to the Court, tenders her resignation as such administratrix in writing to the Court and having made & rendered a complete settlement of all matters in her hands as such administratrix up to this date, and having delivered into Court all evidences of property, papers, money & choses in action (with her expenses) belonging to said estate. It is ordered by the Court that said administratrix be discharged from the further exer=
=cise of her office, as such administratrix.

The said defendants Frederic H. & Semele Short, then read in evidence all the reports of Semele Bloomer on the files of said Probate Court in regard to her ad=
=ministration as admx of said Estate.

The reports above referred to are in the words and figures following to wit.

Semple Bloomer Admr In acct with The Estate of James Bloomer Decd.

1851 July	7	To Bal of Act rend this day as follows.			1851 July	7	By Sundry Payments made	
		" Goods on hand unsold.	622.95				" Amts allowed by Court	2725.80
		" Articles Taken by Widow.	235.00				" Allowance to Widow.	912.00
		" Acts & Notes collected	2238.78				" Balance	7746.61
		" Sale Bill filed	8287.68					
				$11384.41				11384.41
1851 July	7	To Balance	7746.61		1851 July	9	By Cash R.S. Harris pr Recpt	9.09
		" Notes & Accts as pr Schedule				16	" " Hale & Scott " "	23.10
		" unaccounted for	3086.09			"	" " B. Smith " "	24.00
						"	" " D.W.R. Smith " "	1.75 Probated.
					Augt.	12	" " Hoge & Wilson " "	200.00
					"	"	" " J.W. Douglass " "	200.00
					"	"	" " Washburn & Woodman "	6.15
					"	"	" " Telegraph Act. " "	1.40
					"	"	" " Post Office " "	1.36
					"	"	" " J.W. Van Meyers. " "	7.65
					"	"	" " E.S. Miner " "	10.50
					"	"	" " Recording Deed	.65
					"	"	" " Acknowledging	1.00
					"	16	" " Depositions R. Smith.	3.00
					"	"	" " Postage Act.	1.03
					"	"	" " Sheriff Sanders	9.50
					"	"	" " Justice Gillam.	7.91
					Sept.	22	" " Expenses to St Louis.	35.00
					Oct.	1	" " Office Rent.	15.00
					"	"	" " Clerk hire 4 mos	333.33 892.22
					"	"	" " Notes & Acts uncollected.	6232.94
					"	"	" " Goods unsold.	622.95
					Nov.	3	" " Balance	3084.59
				$10832.70				10832.70
1851 Nov. 3.		To Balance on hand	$ 3084.59					

Salem November 3rd 1857.

Semple Bloomer Administratrix
By D.D. Cruikshank.

Semele Bloomer Administratrix &c In act with the Estate of James Bloomer Deceased.

1851					1851		
Nov	15	To Cash on hand	$ 3054. 59		Dec.	15.	By Payments made & allowed viz.
	"	" Goods unsold	622. 95				" D. H. Bergman pr Receipt	6. 25	
	"	" Notes, Debts & Accts on hand	6194 66				" P. Harrington. "	8. 90	Probate
Dec.	15	" Collections made	225. 63				" R. Seal "	45. 50	do
							" Marble & Blish "	14. 50	do
							" H. Houghton "	18. 50	do
							" Sundrys vs R. Smith	5. 15	
							" do E. Enlow	1. 00	
							" Cash pd R. S. Harris pr Receipt.	24. 35	do
							" " Freight Bill " "	1. 50	
							" " Postage " "	1. 10	
							" " Drayage "	1. 60	
							" " Telegraphs "	3. 43	
							" " Insurance Smile Hemer.	20. 00	
							" " Clerk hire S. S. C.	166. 66	
							" " 6 pr Cent on 9052 $	543. 15	861. 59
					"	22	By Payments made on claims allowed to date by order of Court being 30 pr Cent on amt of Claims		
							N. Shurtleff pr Receipt	7. 20	
							W. H. Bradley & Co " "	2. 34	
							H. F. W. Brown " "	13. 32	
							S. Vaughan " "	1. 05	
							T. O'Mara " "	9. 10	
							H. Clymo. " "	6. 18	
							B. H. Bostwick " "	13. 11	
							S. Conlee " "	15. 21	
							S. M. Clark " "	258. 21	
							F. A. Tisdell " "	10. 50	
							M. M. Maughs " "	8. 08	
							Carson & Eaton " "	6. 07	
							A. Dowling " "	104. 39	
							B. Smith & Co " "	2. 10	
							Wm T. Millard " "	.90	
							S. F. Smith " "	1324. 22	
							S. E. Smith " "	2. 70	
							T. Broderick " "	1. 95	
							S. S. Johnson " "	1273. 03	3059. 56
					23		Cash paid into Court on unclaimed allowances of Dividend		58. 66
							Goods on hand unsold	622. 95	
							Notes, Debts, &c uncollected.	5525. 07	6148. 02
									$ 10127. 83

Borhamy 39.09
Hickey 82.16
O'Neil 1.50
Peter Nelson 2.00
So Mills 2.00
T. Hastings 2.00
Ed Humphreys 75.00
A Tilford 1.50
$ 175.25. 58. 65

10127 83

Dec. 22. To Assets in hands of Admx $ 6148. 02

Salem Dec. 22. 1851.

Semely Bloomer Admx of James Bloomer.
by S. S. Brickhead Atty.

Semele Bloomer Admx. In act with the Estate of James Bloomer Decd.

				1857			
Jany.	22.	To Appraisement filed this day.	9723.99	April	7	By Sale bill filed in Court.	8287.65
	"	" Inventory of Notes & acts.	5335.92		"	" Loss on Sale from appraisement	581.36
	"	" Cash in possession of deceased	186.30		"	" Goods unsold.	622.95
			$15236.21		"	" Notes & acts uncollected.	5572.22
					"	" Articles Taken by Widow.	232.00
							$15236.21
July.	7.	To Sale Bill filed in Court.	8287.68	July.	7	By payments allowed.	2725.80
	"	" Goods on hands.	622.95		"	" Goods unsold.	622.95
	"	" Notes Debts & accts.	5572.22		"	" Allowance for Widow.	177.00
			$14482.85		"	" Notes & Acts uncollected.	10397.10
							$14482.85
Nov.	7.	To Notes & Acts on hands.	10397.10	Nov.	7.	By payments allowed.	892.22
	"	" Goods on hands.	622.95		"	" Goods unsold.	622.95
					"	" Notes & Acts uncollected.	6420.29
					"	" Cash on hands.	3084.59
			$11020.15				$11020.15
Decr.	15.	To Notes & Acts on hands.	6194.66	Decr.	15.	By payments made & allowed.	861.59
	"	" Goods on hands.	622.95		"	" Goods unsold.	622.95
	"	" Cash on hands.	3084.59			" Notes & Acts uncollected.	5535.07
	"	" Collections.	225.63			" Dividends paid on acts	
					21	" Allowed by ord or Court.	3059.56
						" Cash paid into Court on	
						" unclaimed Dividends.	58.66
			$10127.83				$10127.83
Decr.	23	To Goods on hands and Notes & acts uncollected.	$6148.02				

2725.80
861.59
177.
622.95
892.22
5535.07

$11195.63
861.59
$10334.04

Galena Decr 23. 1857. Semele Bloomer Admx
by D. D. Cruikshank Atty.

To the Hond County Court of Jo Daviess County Illinois Sitting as a Court of probate

The undersigned Administratrix of the Estate of James Bloomer Decd would respectfully submit the above statements by which it will appear that on the 22nd day of January the total amount of assetts that came into her hands were $15236.21

That by the above statement it will appear She has made payments by ord of Court and for which she has filed the vouchers amounting to $9058.19

Goods on hand and ready to be delivered to the Court 622.95

Notes, Debts & Accounts uncollected do do. 5535.07 $15236.21

All of which is most respectfully submitted, and she prays she may be released and discharged from the further administration of said Estate.

Semele Bloomer Administratrix
By D. D. Cruikshank Atty.

Galena Decr 28. 1857.

With orders of Probate Court accepting said reports which are as follows, To wit:

127 Under the date of Nov 8th 1851.

In the matter of the Estate of James Bloomer dec'd. } Admrx Report.

Now at this day the administratrix of said Estate makes a report of her acts and doing in said Estate with vouchers accompanying said report on file. It is ordered that said report be accepted and filed and that she be credited with the sum as per vouchers amounting to $859.47. to said Estate, and at the same time makes a report that she has received the sum of three thousand eighty four 59/100 dollars ($3084.59) of divers persons indebted to said Estate in addition to the sale Bill. It is ordered that said admrx be charged with said sum of $3084.59 in addition to said Estate as per report.

Under Date of December 22nd A.D. 1851.

In the matter of the Estate of James Bloomer Dec'd. } Order of Distribution.

The administratrix of this estate having at the last term of this Court reported the sum of $3084.59 Cash on hand, and it appearing that said sum is not sufficient to pay the whole of the debts established against said estate. It is ordered by this Court that said administratrix proceed forthwith to pay to the creditors of said estate whose claims have

been allowed by this Court, and not heretofore paid. Thirty per cent of such claims allowed by the Court and unpaid as aforesaid.

128 Under date December 23rd A.D. 1851.

In the matter of the Estate of James Bloomer Decd. } Resignation of the Administratrix

In this case the administratrix of the said Estate having given the notice required by law in such cases, as appears satisfactorily to the Court, tenders her resignation as such administratrix in writing to the Court, and having made and rendered a complete settlement of all matters in her hands as such administratrix up to this date, and having delivered into Court all evidences of property, papers, money and choses in action, (with her expenses) belonging to said estate. It is ordered by the Court that said administratrix be discharged from the further exercise of her office, as such administratrix.

To the admission of the reports of said Admx and the order of the Probate Court discharging her &c the Complt objected — which objection was overruled by the Court and Complt then excepted

The said defendants Frederic R. & Semele Short then offered and read in evidence the Petition of Sa. S. Johnson Admx in the Circuit Court for an order to sell the lands of Sa. Bloomer decd to pay debts.

Which said Petition is as follows
To wit:

State of Illinois } Of the August Term
Jo Daviess County } of the Jo Daviess County
Circuit Court A.D. 1852

129

To the Honorable Benjamin R Sheldon
Judge of the 14th Judicial Circuit Court in
and for the County of Jo Daviess and State of
Illinois. Your Petitioner James L Johnson
administrator of all and singular the Goods
and Chattels rights and credits which were of
James Bloomer late of said County deceased
who died intestate respectfully represents. That
on or about the twenty seventh day of November
A.D. 1850 the said James Bloomer departed
this life intestate leaving Semeb Bloomer
his widow and James Frank & James Bloomer
his children and lawful heirs. That both of
said children. To wit: James Frank and
James Bloomer are of tender years and minors
under the age of twenty one years. That on
the 30th day of Novr A.D 1850 the Hon. Judge
of the County Court appointed Semeb Bloomer
administratrix of said Estate of James Bloomer
deceased and that she qualified and entered upon
and discharged said duties as such administ-
ratrix until the 23rd day of Decr A.D 1851

130

When she resigned said administration aforesaid and the same was duly accepted by said Court and she was discharged from the further performance of said administration and that on the 23rd day of Feby A.D. 1852 your Petitioner was by the order and determination of the Hon^e Judge of the County Court acting as a Court of Probate in and for the County of De Davis and State of Illinois duly appointed administrator of the Estate of James Bloomer of said all of which will fully and at large appear by reference to the Letters of administration and the Records of said Probate Court now here to the Court shown and referred to if necessary.

Your Petitioner further represents that the personal Estate of said intestate is insufficient to pay his just debts and that so far as the same has come to his knowledge he has applied the same under the direction of the Probate Court towards the payment of said indebtedness of said Estate leaving a large amount of said indebtedness unpaid which will more fully and at large appear by the report and certificate of the Clerk of said Probate Court which is here shown to the Court and made part of this Petition and filed herewith and that there is yet due and owing from said Estate of the said intestate the sum of Forty Three Thousand Two Hundred

and Eighty Three 18/100 Dollars.

Your Petitioner further states That the said James Bloomer did seized of the following Real Estate situated in Jo Daviss
131 County Illinois To Wit:

Lots Number One, Two, Three, Four, Five and Six on Branch Street in the City of Galena. Also Lot number Fifteen in Block Number twelve on High Street in the city of Galena. Also Lot number Seven in Block number Sixty Seven in the City of Galena. Also Lot number Seventy five on Water Street Galena. Also the following described Lands lying and being in the County of Jo Daviss and all being in the County and State aforesaid, To Wit: Being particularly described as the North East fractional quarter of Section Number two in Township number twenty eight North Range one West of the fourth Principal Meridian containing One Hundred and fifty four 53/100 acres.

Your Petitioner would further state that the said Semila Bloomer widow of the said James Bloomer deceased, since the decease of the said James Bloomer has by her certain Deed of Relinquishment and Quit-Claim a copy of which is hereunto annexed to this petition and marked "A" and the original will be produced and shown to the Court when necessary

by which said Deed of Relinquishment and
Quit Claim she has Relinquished and Quit-Claimed
and forever discharged said Estate from all
and all manner of claims demands and
132 dower and right of dower in and to all the
lands and tenements of every name and kind
in and to which the said James Bloomer
died seized in which she might in law or equity
be entitled to dower by which said Deed she trans-
" ferred and released to the creditors of said Estate
all her right Title interest and dower aforesaid
and that she the said Semele Bloomer as the
widow of said James Bloomer deceased is not
entitled to and does not now claim any interest
either as dower or otherwise in any of the lands
aforesaid and of which the said James Bloomer
died seized. Her Therefore prays the aid of this
Honorable Court in the premises and that the said
Real Estate or so much as may be necessary may
be sold to pay the debts of the intestate, and this Hon
Court may make such necessary order for
that purpose as may be proper. Heales prays
that a Guardian ad litem may be appointed
by this Honorable Court for the said Minor
heirs herein named. as in duty bound he will
ever pray &c

James L. Johnson
administrator of James
Bloomer dec'd

H. G. Johnson
Sol Pet

Copy of Quit-Claim Deed

133 This Indenture made and entered into on this the Fifteenth day of October One Thousand Eight Hundred and Fifty one Between: Semel & Bloomer of the first part of the City of Galena and State of Illinois and the following named persons of the City of Galena and Saint Louis. To wit: Daniel F Smith. James Carter and N. Corwith of the City of Galena and William H Snyder and John J. Anderson of St Louis Mo. Together with each and all of the creditors of the Estate of James Bloomer deceased as parties of the second part: Witnesseth that for and in consideration of the sum of seven thousand dollars to me in hand paid by the said Daniel F. Smith for himself as surviving partner of James Bloomer deceased and on behalf of the various creditors of the Estate of said James Bloomer the receipt of which said sum is fully acknowledged, before the ensealing of these presents I. do by these presents grant bargain, sell, convey, confirm, relinquish, Transfer and absolutely, vest in them the said Daniel F Smith. James Carter. N. Corwith William H Snyder. John J Anderson and each and all of the respective creditors of the Estate of James Bloomer deceased in proportion to their respective debts against said Estate all my right Title, interest and claim of every name nature kind and degree in and from or in any way growing

out of said Estate including my right of
Dower in and to all and singular the lands
and tenements of every name and kind and
134 wheresoever situated. together with all interest
claim and demand I now have or may hereafter
have in all and singular the real Estate by Dower
or otherwise with all Mortgages Deeds of Trust
Bonds notes obligations contracts dues and demands
that I now have or may hereafter be entitled
either as Dower reversion or remainder from or in
any way growing out of the Estate either Real
personal or mixed of my late husband James
Bloomer hereby releasing relinquishing and
absolutely vesting in said parties of the second
part all my interest whether absolutely conditional
reversionary contingent or in expectancy in and
to all and singular of said estate of James Bloomer
deceased together with all claims or demands
or right to claim or demand either present or
in the future growing out of or connected with
said Estate either Real or personal. To have
and To Hold with all the rights privileges and
appurtenances to them the said parties of the second
part their heirs and assigns in payment of the debts
of said Estate. and the said party of the first part
covenants to and with the said parties of the second
part that she will warrant and defend the interest
hereby sold and transferred from the claim of all
and any person or persons claiming by through

or under her, but in no event will she warrant any title or interest in any of the premises or property hereby transferred. But only warrants whatever 135 interest she may have and those claiming under or through her. In Testimony whereof I have hereunto set my hand and seal the day and year above written.

Semela Bloomer (Seal)

State of Illinois }
Jo Daviess County }

Before me the undersigned Justice of the Peace of said County personally appeared this day Semela Bloomer to me personally known to be the identical person described in and who executed the foregoing instrument of writing and acknowledged to me that she had executed the same freely and voluntarily for the uses and purposes therein mentioned. Witness my hand and seal this 16th October 1851.

Wm. C. Bostwick J.P. (Seal)

"On the Back marked"
Filed for Record February 27th A.D. 1852 at 3 oclock P.M. & Recorded in Book "O" of Deeds pages 327. 328

Wm H Bradley Clk
By E. C. Ripley Depty

60 c

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James L. Johnson Administrator of the Estate of James Bloomer deceased, abstract of said Estate.

To amount of debts of 1st 2nd & 3rd class proved up allowed and paid in full by administrator $5392.94

To amount of debts proved up and allowed and 30 per cent paid on same by administrator $9355.32

To whole amount of debts proved up and allowed up to August Term of Probate Court on which 2 75/100 per cent has been distributed $53091.00

To amount of personal assets coming into the hands of administrator $1466.38

To amount paid out on 1283 class Debts $5392.94

To amount paid out of 30 per cent on debts entitled to same $3118.44

To amount paid out of 2 75/100 pr ct on whole amount of Debts $1296.87

5

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Amount of debt due the Estate not collected and of doubtful character $67.31

To Balance of debts due and unpaid more than the personally $43,283.18

Amount of debts due more than the amount of personal property $43283.18

To the following Real Estate belonging to said Estate

Value

$ 300.00 Lot No one, Two, three, four, five and six on Branch Street in the City of Galena.
Also lot number fifteen in Block number
$ 80.00 Twelve on High Street City of Galena
Also lot number Seven in Block number
$ 80.00 Sixty seven in the City of Galena
Also lot number seventy five on Water Street
$ 25.00 in the City of Galena
Also the north East fractional Quarter of
Section number two in Township number
30.00 Twenty Eight North Range one West of the fourth
Principal Meridian in Jo Daviss County Illinois
containing one hundred and fifty four acres and
53/100 of an acre, also the undivided 1/2 of the S/3 of E
7.00 part of S.E. Fract qr Sec 24 T 28, N. R 1 W $7.00

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State of Illinois } ss Probate Court
Jo Daviss County } ss Daviss Co

I Richard Seal Clerk of the Probate Court in and for the County of Jo Daviss and State of Illinois do certify that the above and foregoing abstract of the debts credits and property of the Estate of James Bloomer is a true and correct account of the condition of said Estate as the same appears of Record in my office and that the personal Estate of said deceased has been distributed as far as collected and is entirely insufficient to discharge the debts proved up and allowed against said Estate and that there is Real Estate belonging to said intestate as appears by the report of the administrator and abstract on file in the Probate Court.

Given under my hand and the seal of my said Office at Galena this the 11th day of August A.D. 1852

Seal

Attest Richard Seal
Clerk

Endorsed
Filed 11th August 1852
Wm H Bradley clerk

The said Defendants Frederick A & Semele Short then offered & read as evidence the order and Judgment of the Circuit Court granting an order for the sale of the lands aforesaid.

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Which order and Judgment is as follows to wit:

In the matter of the application of James S. Johnson administrator of the estate of James Bloomer deceased.

On petition for sale of Real Estate.

Now at this day comes the said James S. Johnson administrator as aforesaid by his counsel and he having heretofore filed his petition for the sale of the Real Estate of which the said James Bloomer died seized, and also proof of notice of this application according to law, and abstracts from the County Court of Ritchie County, from which it appears that an inventory, appraisment bill and sale bill have been made and filed in the office of the clerk of said County Court according to law, and also that the personal estate of the said James Bloomer deceased, is insufficient to pay his just debts, and the infant heirs of the said James Bloomer deceased, by their Guardian ad litem Robert H. McClellan Esq. having filed their answer

herein making no objection to the sale of said Real Estate, and no one appearing to make resist or
1410 make objection to the sale of said Real Estate, and the Court having heard and examined the allega-
tions and proofs of the said administrator, and after due deliberation being satisfied of the truth of the allegations contained in said petition and of the necessity of the sale of the said Real Estate for the purpose of paying the debts of the said James Bloomer deceased, doth hereby order and direct that the whole of the Real Estate described in said petition, or so much thereof as may be necessary to pay the debts of said estate. to wit: Lots number one (1) Two (2) three (3) four (4) five (5) and six (6) on Branch Street in the City of Galena, also Lot number fifteen (15) in Block number twelve (12) on High Street in the City of Galena, also Lot number seven (7) in Block number sixty seven (67) in the city of Galena, also Lot number seventy five (75) on Water Street Galena, also the following described land lying and being in the County of Jo Daviess, and all being in the County and State aforesaid to wit, being particularly described as the north east fractional quarter of Section number Two in Township number twenty eight north Range one west of the fourth principle meridian, containing one hundred and fifty four $\frac{53}{100}$ acres be sold by the said administrator at Public Vendue, according to the manner and on the conditions as prescribed by law, and upon such sale conveyances thereof to make according to law, and

to make a return of his acts, doings and proceedings herein at the next term of this Court.

141 The said defendants Frederic H. & Semela Short then offered and read the reports of James S. Johnson admr showing the sale of the property in dispute to Alex Frier for $3400.

The report above referred to is in the words and figures following to wit:

To the Hon Benjamin R. Sheldon, Judge of the 14 Judicial Circuit of Illinois embracing the County of Jo Daviess.

The undersigned administrator of all and singular the estate of James Bloomer deceased would most respectfully report to your Hon Court that under and by virtue of a decretal order entered at the August Term A.D. 1852 of this Hon Court, I caused the land and premises in said order mentioned to be advertised for sale for six weeks in a public newspaper published in Galena according to the annexed advertisment and certificate which is hereunto attached and made part of this Report, and on the day therein mentioned to wit on the 18th day of October A.D. 1852 between the hours of ten and five o'clock on said day, I caused said premises and lots to be exposed for

sale at the Court House door in the City of Galena at Public outcry after having declared the Terms of
142 said sale to be one third cash one third at six months and one third at twelve months, And the same was put off up in the following lots and parcels and disposed of to the following persons.

To wit:

Lot one being sixty two feet on Branch Street Galena,
Lot two being fifty feet on Branch Street Galena,
Lot three being fifty feet on Branch Street Galena,
Lot four being fifty feet on Branch Street Galena,
Lot five being fifty feet on Branch Street Galena,
Lot six being fifty feet on Branch Street Galena,
Were exposed for sale together without being offered separate, and Dan'l A. Barrows being the highest and best bidder therefor, became the purchaser at the sum of Thirty five Hundred and Twenty five dollars.

Also at the same time and place I caused to be sold Lot number seventy five on Water Street in the City of Galena and Alexander Frier being the highest and best bidder therefor the same was struck off to him for nine hundred and ten dollars.

Also at the same time and place I caused to be sold Lot number seven in Block number sixty seven in Townsends addition to Galena and Alexander Frier being the highest and best bidder therefor the same was struck off to him for the sum of six hundred and ten dollars.

Also at the same Time and place I caused to be sold

the north east fractional quarter of Section number Two Township number Twenty eight north Range one west of the fourth principle meridian containing one hundred and fifty four acres and 53/100 of an acre in Daviess County and Alexander Frier being the highest and best bidder therefor the same was struck off to him for the sum of Thirty four hundred dollars.

And that each and all of said purchasers for the respective purchases above made named have paid to me the amount required and executed a Deed of Trust on the premises so sold to secure the residue of said purchase money. And under and by virtue of the power and authority in me vested by said Decretal order I have made, executed and delivered unto them deeds for said premises so sold. And having reported fully prays this his report may be allowed and confirmed

James S. Johnson
Adms of Jas Bloomer Dec.

Attached hereto is notice of sale and certificate thereof in the words and figures following to wit:

Administrators Sale of Real Estate.

Public notice is hereby given that the undersigned, Administrator of the estate of James Bloomer, deceased, in pursuance of an order of the Circuit Court

in and for the County of Jo Daviess and State of Illinois, made and entered at the August Term, 144
A. D., 1857. I shall, on Monday the eighteenth day of October, A. D., 1882 between the hours of 10 o'clock A. M and 5 o'clock P. M. of the same day, at the door of the Court House, in Galena, in said Jo Daviess County, expose to public sale, to the highest bidder, the following described lots of lands, or so much thereof as may be necessary to pay the debts of said deceased, situate in the County of Jo Daviess and State of Illinois, to wit:

Lot (1) one being 62 feet on Branch Street, Galena.
Lot (2) two " 50 " " " " "
Lot (3) three " 50 " " " " "
Lot (4) four " 50 " " " " "
Lot (5) five " 50 " " " " "
Lot (6) six " 50 " " " " "
Lot (75) seventy five, being 40 feet on Water Street Galena.
Lot (7) seven block (17) sixty seven, on which is a large two story frame house.
North half of lot (15) fifteen, block (12) twelve, on High Street, Galena, on which is a good frame dwelling house.
Also N. E. fractional quarter of Section no. (2) Two, Township no. (28) Twenty-eight, North Range (1) one West, of the fourth Principle Meridian, containing 53 53/100 acres, on which is a large two story frame Dwelling house, Barn, and outhouses, known as the Four Mile House.
Terms of Sale- One third cash, one third six months, balance 12 months

James S. Johnson, Administrator of the
estate of James Bloomer, deceased.

Galena, Sept. 5. 1852.

This is to certify that the notice,
a copy of which is hereunto annexed, was published
in the Weekly North Western Gazette, a newspaper
published in Galena, Illinois, 11 weeks successively; the
first of which publications was on the 7th day of September
A.D. 1852, and the last on the 17th day of October A.D. 1852.

H. H. Houghton & Co
Publishers of said paper.

Endorsed, filed in open Court December 3rd 1852.

Wm. H. Bradley Clerk

The said defendants Frederic H. & Semele Short
then offered and read as evidence four reports of
Ja's S. Johnson as admr to the Probate Court for
the purpose of showing he had rec'd the effects of the
Estate and the proceeds of the sale of the lands under
the sale above in controversy

Which reports are in the words and figures
following to wit:

Dr. J. S. Johnson Administrator Estate of Jas Bloomer dec'd Cr.

To Amt Assets - viz Notes & a/c		5725.42	By Sellers of Admr		4.00
" Appraised value of Clothing.		514.11	" Amt pd Houghton & Co.		17.17
" Cash - Unclaimed Dividends	34.15	6273.68	" Drayage on Clothing & other expenses.		4.65
" Cash rec'd on above notes & a/c		2267.57	" Dividend to Brehany 872		
" do rec'd on sale of Clothing	111.34		" do " Kaif 45		9.17
" Bills Receivable rec'd on Clothing.	330.81	432.15	" Auctioneer's Com'n Sale of Pers Property		20.00
			" Note & Interest to Miss Donelly 876.33		
			" Costs of Court on same 5.95		882.28
			" State & County Taxes		27.80
			" City Taxes		20.43
			" Admr Com'n on 2368		142.13
			" Amt rec'd on assets as ch'd on debit side		2267.57
			" Amt rec'd on Clothing		432.15
			" Difference on Clothing 514.11 / 432.15		81.96
			" Balance of Notes & a/cs on hand 2267.57 / 5725.42		3457.85
			" Notes on hand rec'd for clothing		330.81
			" Cash on hand - 34.15		
			" Unclaimed div'd 9.17		24.98
			" Cash on hand subject to distribution		1195.45
		$ 8973.40			8973.40

To Cash on hand Balance of div'd unc'd 24.98
" " subject to distribution 1195.45 1220.43
" Notes & a/c on hand 3457.85
" " rec'd for Clothing 330.81 3788.66

Endorsed filed June 24th 1857
R. Beal Clerk

J. S. Johnson Admr
Galva June 24th 1857 Estate of Jas Bloomer dec'd

(147)

James Bloomer Decd

Dr. J. S. Johnson Admr of Estate of

To Cash on hand, bal of Unc^{d} divd	24.98	
" " " " subject to distribution	1195.45	1220.43
	3457.85	
	330.81	
" Notes + a/c on hand		3788.66
" Cash rec^{d} on above notes + a/c		107.89
" New assets notes + a/c	2841.64	
" do 2 Shares of G + C. M. R. R. Stock amt fd on them	186.89	3028.53
		8145.57

Cr.

By Admr Com on 107 ^{89}		6.47
" Amt rec^{d} on assets as ch^{d} on debit side		107.89
" Balance of Notes + a/c on hand	3680.77	
" New Assets	3028.53	6709.30
" Cash on hand Unc^{d} divd	24.98	
do " subject to distribution	1296.87	1321.85
		$8145.57

6.533.66

To Cash on hand Unclaimed divd 24.98
" " " subject to dis^{n} 1296.87 1321.85
" Balance of Notes + a/c on hand 3680.77
" " New assets " " 3028.53 6709.30

Gilman Aug 1852

J. S. Johnson Admr
of Estate of Jas Bloomer decd

Endorsed. filed August 5th 1852
R. Leal Clerk

Dr. I. S. Johnson Administrator of Estate of James Bloomer. Cr.

Augt 1852.	To Cash on hand Unclaimed divd		24.98		
	" " " " as pr last report		1296.87	1321.85	
	" Notes & accounts on hand as pr last rept.			6709.30	
Oct. 18	" Cash recd from sale of Real Estate	1760.00 " 175.00		2935.00	
	" Notes recd from sale of Real Estate				
	A Trees Notes at 6 & 12 mos ea	1760.00 1760.00		3520.00	
	D. A Barnes notes 6 & 12 mos each	1175.00 " 175.00	2350.00	5870.00	
	Note recd from Sale of personal property of R. B. Harris 6 mos			305.00	
	Cash recd on Notes & accounts	6709.30	5745.52		
	" " Premium on Rail R Stock		52.11+		
	" " of R. B. Harris (share of Profits in St. Bt. Enterprise		390.83+		
	" recd on A. Trees Note at 6 mos		1760.00		
	" " " D. A. Barnes " " "		1175.00		
	" " " R. B. Harris " " "		305.00+	4257.46	
				$ 21398.61	

May 1853.	To Amt Cash on hand unpd divds		156.70		
	" " subject to Distribution		1838.47	6995.17	
	" Balance of notes & a/c	6709.30 5745.52 less		6134.78	
	" " rec'd from Sale of Real Estate.			2935.00	9069.78

Endorsed. filed May 6th 1853
R. Seal Clerk

Aug 1852.	By Cash Dividend 2 3/4 pct to Clack (			27.86	
	" " " " Marsh			994.31	
	" " " " A. Trees			1.31	
	" " " " D. A. Smith			121.47	
	" " " 37 3/4 Jas Hillen			.65	
	" " " 37 3/4 C. S. Hempstead			24.55	1165.15
	" " Hoyt & Wilson 2nd class claim			50.00	
	" " Auctioneers Chgs on Sale of Real Estate & P.P.			25.00	
	" " Postage on Letters			.50	
	" " Drawing Deeds & Deeds of Trust			10.00	
	" Acknowledging same			.75	
	" Recording Deeds of Trust			1.30	
	" H. H. Houghton & Co claim			11.00	98.55
	" Balance of Notes & a/c on hand less	6709.30 574.52		6134.78	
	" " " " Rec'd from sale of Real Estate	1760 " 175		2935.00	9069.78
	" Adm'r Com'n on amt rec'd from sale of	574.52 305.00 2935.00			3814.52
	Real Estate 5870.00	3 pr ct.		176.11	
	Com'n on other collections 1322 46	6 pr ct.		79.34	255.44
	Cash on hand unpd divd			156.70	
	" " subject to distribution			1838.47	6995.17
					21398.61

Galena. May 4 1853.

Ja's S. Johnson. Adm'r
of estate of Ja's Bloomer Dec'd

Affirmation $85 v
Exec $ rec'd in hands of Adm'r

Order to distribute 15 1/2 p c on original amounts
of claims as filed & allowed.

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Dr. James S. Johnson Administrator of Estate of James Bloomer dec'd

1853			
May. 4.	To Cash on hand Unc'd Div'ds as p/s last rep't	156.70	
"	do " " subject to distribution do	6838.47	6995.17
"	do rec'd on Notes (rec'd for Real Estate)	2935.00	
	do " " a/c.	38.34	2973.34
	Notes & a/c on hand as p/s last rep't.		9069.78
			$ 19038.29

1854			
Jany. 5.	To Cash on hand unclaimed div'd	934.14	
"	do " " subject to distribution 2807.99		3732.13
"	Notes & a/c on hands		6096.44

Endorsed filed January 5th 1854
R. Seal Clerk

Cr.

1853			
May. 4.	By Cash p'd claims H. H. Houghton & Co.	8.00	
" " " "	Probate Court	19.12	
" " " "	W. H. Bradley.	42.02	
" " "	Taxes on Real Estate City & Cy.	148.22	
" " "	Div'd to M Bircham	4.93	
" "	" S. C. Marsh	5752.36	
" "	" Alex Freer	6.83	
" "	" D. F. Smith	639.47	
" "	" John Garner	4.10	
" "	" L. H. Bosp.	7.43	
" "	Lyman & Co.	3.12	
" "	C. S. Hempstead	10.68	
" "	A. A. Tisdell	5.95	
" "	T. O'Guard	5.10	
" "	T. Miller	.80	
" "	W. P. Millard	.50	
" "	M. Hickey	14.10	
" "	Keet	.25	
" "	H. V. W. Brown	7.55	
" "	Atlam's fees	.50	6071.03
" "	Claim M. J. Johnson allow'd since div'd		75.00
" "	Amt rec'd on Notes & a/c	2973.34	
" "	Notes & a/c on hands	6096.44	9069.78
"	Administrators fees 3% on 2935.00	88.05	
	Do " 6% " 38.34	2.30	90.35
1854 Jany. 5	" Cash on hand Unc'd dividends	934.14	
" " "	Do " subject to distribution	2807.99	3732.13
			$ 19038.29

Salem January 5 1854.

James S. Johnson Admin'r
of Estate of James Bloomer dec'd.

The said defendants F. H. & Semele Short then offered and read in evidence from the records of the Probate Court aforesaid, the order and distribution of the proceeds of the sale of lands to the various creditors of said Estate distributed by Admr under the order of the Probate Court.

The said defendants Frederic H. & Semele Short then offered to show that the value of the property in dispute was only $4000. which was admitted by Compt.

The defendants Frederic H. & Semele Short then produced and read to the Court the Deed from Frier to Sheiman as evidence in said cause.

This being all the evidence in said cause, the Court entered the following Decree and Judgment. to wit:

James S. Johnson Administrator. de bonis non of Estate of James Bloomer decd

vs.

Semele Short Frederic H. Short James Faust & Bloomer, Alexander Frear James Carter Nathan Corwith Wm H. Snyder, John A. Anderson & the unknown creditors of James Bloomer deceased.

In Chancery.

This cause having been heard by the Court upon the pleadings in the case and depositions & testimony offered by said complainant & the said Semele Short & Frederic H. Short. The said James F. Bloomer having

answered by his guardian ad litem, and the rest of said defendants having heretofore been defaulted & making no appearance, answer or plea herein and the Court having fully considered the same, It is ordered and decreed by the Court that the land described in the Bill of Complaint, to wit: the north east quarter of fractional Section number two (2) in Town=ship number Twenty eight (28) north of Range num=ber one west of the 4th Principal meridian, & containing 157 & 35/100 acres more or less in the County of Ds Davies & State of Illinois, was taken by said Semple Short whilst acting as the administrator of the Estate of James Bloomer dec'd. in payment & settlement of a debt owing to said Estate by one Hugh McFarland, as averred in said Bill, that said Hugh McFar=land and wife made the deed of said lands des=cribed in said Bill of Complaint to said Semple Short then Semple Bloomer, in payment of the indebt=edness of said Hugh McFarland to said Estate, that said Semple Short took the legal title to said lands as a naked Truster for the benefit of said Estate, and that the same is not the property of said Semple Short, and that the said Semple Short has never accounted to the Probate or County Court of this County, nor to the said Estate for the said indebtedness of the said Hugh McFarland & wife by which said Land was purchased, And it is further ordered and decreed by the Court that the said Estate of James Bloomer, as appears from the evidence is largely insolvent, and that the title and

interest of the said Semele Short, Frederic H. Short, S. C. Marsh, Daniel F. Smith, James Carter, Nathan Corwith, John Anderson, Wm. H. Snyder & James Frank Bloomer and the other defendants in said Bill excepting the said Alexander Frazer in and to the said lands be sold by the said James D. Johnson at the door of the Court House in this County, in the same manner and upon the same terms and the same notice that are required by the statute in the case of the sale of Real Estate by Executors and administrators, and upon such sale being made that the James D. Johnson is hereby authorized and empowered to make good and sufficient Deeds to the purchaser or purchasers of said lands. And upon making such sale the said Johnson is hereby ordered and directed to apply the proceeds of the said sale towards the payment of the Debts of said Estate of said James Bloomer dec'd. according to law. And it is further ordered and decreed that the said James D. Johnson make report of his acts and doings in the premises upon such sale to this Court and also to the County Court of this County, and it is further ordered and decreed by the Court that the said Semele Short and Frederick H. Short are hereby debarred from having or exercising any control over said lands by virtue of said deed from said Hugh McFarland & wife to said Semele, that the said Semele by said deed took said lands as a mere naked Truster for the benefit of said Estate of said James Bloomer deceased, and that she having failed to perform and fulfill the said

Trust and claiming said Sands in her own right it is ordered and decreed by the Court that she be removed and discharged from acting further as Trustee in the premises and that the said James S. Johnson do proceed to sell & convert said Trust Estate, to wit: the aforesaid Sands into money as herein before decreed, and that this Bill be dismissed as to said Alexander Frear. And the said Semple Short and Frederic H. Short by M. Y. Johnson Esqr their Solicitor pray an appeal to the Supreme Court which is granted conditioned that they enter into & file with the Clerk of this Court within sixty days from this date a good and sufficient appeal Bond properly conditioned in the penal sum of Two hundred Dollars, with either Robert S. Harris or George M. Mitchell as surety. And the parties come and file their Bill of Exceptions which is certified by the Court.

To such finding by the Court in said cause & the rendering of said Decree aforesaid the said defendants Frederic H. Short and Semple Short then and there excepted and pray their exceptions to the ord and Judgment of said Court may be certified in pursuance to Law.

Which is accordingly done.

signed Benjn R Sheldon (Seal)

Endorsed

Filed June 11th 1868

W. R. Rowley Clerk

pray for the reversal of the decree &c -

Leland & Leland & M. Y. Johnson

Attys. for Defts. in error -

State of Illinois
Jo Daviess County } ss I William R. Rowley
clerk of the Circuit
Court in and for said County hereby cer-
tify the foregoing to be a full, true and
correct copy of the record and proceed-
ings of said Court together with the
Bill of Exceptions as certified by the
Court in the case of James L Johnson
administrator of the Estate of James
Bloomer dec'd vs Semele Short &
Frederick A Short et al. as the same
appear of record in my office.
In testimony whereof I have hereunto
set my name and affixed the
seal of said court at my office
in Galena this 9th day of October
A D 1860.
Attest - Wm R. Rowley clerk

Record $53.10
Certificate 35
$53.45
Rec'd payment of Def's

State of Illinois ss. Supreme Court - 3d Grand Division
April Term A.D. 1861 -

Sennele Short & Frederick H. Short impleaded &c.
vs.
James L. Johnson admr. of the estate of James Bloomer deceased } Error to Jo Daviess County -

Assignment of Errors -

Now come the said plaintiffs in error & say that there is manifest error in the record & proceedings aforesaid, in this suit.

1st The Court below erred in rendering the decree for the complainant -

2d The Court below erred in not dismissing the Bill as to plaintiffs in error -

3d The equitable interest of the estate, if any, passed to Frear, & he should have been the complainant, not the admr. Johnson -

4th The decree of the Probate Court discharging said Sennele on his settlement & resignation should have been held conclusive that she had accounted for the McFarland debt -

Wherefore, for these & other errors apparent on the face of the record, said plffs. in error pray for the reversal of the decree &c -

Leland & Leland & H. J. Johnson
Attys. for plffs. in error -

Supreme Court

James L Johnston
Administrator &c
appellee
ads
Semele Shont &
Freedom D. & Shont
Impleaded &c
appellants

And now comes the said James L Johnston Administrator &c appellee by Dorsell & Smith his attorneys and say that in the record & proceedings aforesaid there is no error, wherefore he prays that the decree aforesaid may be in all things affirmed &c

Dorsell & Smith
attys for
said appellee

Filed January 2nd 1861
Attorneys Opinion
Clerk

Semele Short et al. &c.

vs

James L. Johnson admr. &c.

Record 119-

Filed Dec. 19. 1860

L. Kland

Clk.