

14706

No. _____

Supreme Court of Illinois

Speer

vs.

Skinner.

STATE OF ILLINOIS,
SUPREME COURT,
THIRD GRAND DIVISION.

No. 47

J. W. Middlester & Co., Stationers, 196 Lake St.

UNITED STATES OF AMERICA,

STATE OF ILLINOIS, COUNTY OF COOK, SS.

Now, before the Honorable George Manion Judge of the Seventh Judicial Circuit of the State of Illinois, and sole presiding Judge of the Circuit Court of Cook County, in the State aforesaid, and at a term thereof begun and held at the Court House in the City of Chicago, in said County, on the third Monday, (being the sixteenth day) of July in the year of our Lord One Thousand Eight Hundred and sixty two and of the Independence of the said United States the seventy

Present, Honorable

George Manion Judge of the 7th Judicial Circuit
of the State of Illinois.

Charles Haven States Attorney.

A. C. Hering Sheriff of Cook County.

Attest,

Wm L Church Clerk.

1
Be it remembered that heretofore to wit: on the 31st day of May in the year aforesaid Benjamin H Skinner by Messrs. Seamon McLaugh & Fuller his Solicitors filed in the Office of the Clerk of this Court aforesaid in the Chancery Side thereof his certain Bill of Complaint in the words & figures following to wit:

In the Circuit Court of
Cook County, Illinois
To the Honorable the Judge of the Circuit
Court of Cook County in Chancery Sitting
Humbly Complaining Shew unto your
Honors your Oates Benjamin H Skinner

of the City of Chicago, County of Cook and State
of Illinois that he is now in possession of
that large and valuable building known as
the "Metropolitan Hotel" standing at the ~~South~~
west Corner of Randolph and Wells Streets in
said City of Chicago which he occupies as
a Hotel for the Entertainment of travellers
and guests: that at this time, there are a
large number of guests in said Hotel, and
boarders, who are lodged and fed therein,
and that the furniture and fixtures herein
after particularly described, are in daily
and hourly use for the Convenience & Comfort
of the guests staying in said Hotel.

2 Your orator further Complaining Shews
unto Your Honors, that he is in possession
of said Hotel under a lease, from Year
to Year, with a privilege of keeping the
Same for the period of five years from
1st May 1860, and that he is the Sole
lessee and occupant of said Hotel.

Your orator further Complaining Shews unto
Honors, that on the 9th day of November A.D.
1860 at a public Sale, under and by Virtue of
a certain Mortgage deed made by A. L. Gates
to one B. H. Haddock, dated the 31 day
of May 1859, he purchased all the goods, or
Chittels and personal Effects, particularly
in a Schedule hereto attached marked

Exhibit "A" and paid therefor the Sum of ^{Twenty} Six Hundred and Seventy five dollars and ^{and} ~~the~~ five Cents (\$2674.95) and then and there paid to the said Hadduck that Sum of money for the said goods and Chattels and personal Effects and then immediately took possession of all said goods and Chattels, which were at that time and ever since have been and now are in your Orators possession in said Hotel and your Orator states the facts to be, that he is now the absolute owner of the same.

3.

And your Orator further further Complaining shews unto your Honors that on the 8th day of November A.D. 1880 he became possessed of all the goods, Chattels and Effects particularly Set forth in the Schedule hereto attached, marked Exhibit "B" which were then in said Metropolitan Hotel, by agreement with one B. H. Hadduck, who then purchased the same at a Receivers Sale, under and by virtue of a decree of the Circuit Court of Cook County, State of Illinois, in part payment of a debt belonging to said Hadduck and Secured to be paid by a Chattel Mortgage upon all said Chattels and Effects made by by Goodman & Mason to one J. H. Benson and that said Hadduck so becoming the owner thereof and the same then being then and there in said Metropolitan

Hotel, which Hotel was then and still is devised
and leased to your Orator by said Hadduck
as hereinbefore stated. Your Orator then agreed
with said Hadduck that he should have the
use and enjoyment of said goods and effects for
some reasonable rent or reward that was
hereafter to be agreed upon by and
between your Orator and said Hadduck, and
your Orator then took possession of said goods
and effects, and has ever since held and
used them.

4 And your Orator further complaining shew
unto your Honors that all of said goods and
effects are in said Hotel in actual daily
use, that the gas fixtures, bar fixtures, marble
floors, Saloon fixtures and furniture, the
Carpets and Mirrors therein described and
enumerated are in said Schedule A & B.
are most of them attached to the floors and
walls of said Hotel building, and fastened
thereto and cannot be removed without doing
great damage to the said goods, effects and
the walls of said building:

That all said goods, Chattels and effects,
which are in daily use in said Hotel constitute
the furniture, furnishing and equipment of said
Hotel without which your Orator cannot
carry on the same. And the removal of

The same from said Hotel would entirely break up and destroy your Oraters business as the keeper of said Hotel. drive away the guests and travellers, who resort there and greatly discredit the said Hotel and business of your Orater.

5. And your Orater further complaining ^{thence} unto your Oraters that one Thomas Speer, claiming to be the assignee of Isaac Speer - pretends to have some claim on said goods and chattels under and by virtue of some process against the goods chattels and effects of A I Gates but which process and claim is in all respects, subject and subsequent to your Oraters and said Hadducks purchase of said goods, as is well known to said Speer. but the said Thomas Speer this Confederate Isaac Speer & John A Nelson have now entered into said Hotel, and are proceeding to take and inventory of said goods and chattels and threaten to proceed and remove the same from said Hotel and to sell and convert the same to their own use, not regarding the rights and interests of your Orater therein.

And your Orater further states, that said Thomas Speer, assignee of said Isaac Speer and said Isaac Speer is and he is advised and on information states that said John A Nelson is

and are utterly worthless and insolvent, and have no means to respond in damages for any damages your orator might recover - against them for unlawfully removing and disposing of said property.

And your orator further shews unto your Honors that said Speer claims said property, as assignee of Isaac Speer, but that he has been removed from that office, and one B. S. Morris has by the consideration of the Circuit Court of the United States for the Northern district of Illinois been appointed Receiver of the effects and estate of Isaac Speer in his place.

Your orator therefore the premises considered, prays the aid of this Honorable Court in the premises, and that said Thomas Speer assignee of Isaac Speer, Isaac Speer, John A. Nelson their agents attorneys solicitors and servants may be restrained by the order of this Honorable from taking removing, or in any manner interfering with the said goods and chattels in said Schedules described except those articles marked & numbered from 1 to 16 inclusive in red ink, and now in said Metropolitan Hotel, until the further order of the Court in the premises.

And that they may be required by the

Summons of this Honorable Court to appear &
 answer all the matters herein set forth but not
 on oath, their oaths being expressly waived,
 and that upon a final hearing the injunction
 herein asked for may be made perpetual,
 and that such other and further relief may
 be granted to your Orator as the premises
 considered he may in justice and equity be
 entitled to, and as in their duty bound
 Your Orator will ever pray,
 Benjn H Skinner.

Subscribed and
 Sworn to before
 me May 30th 1861

Franklin Hathaway
 Notary Public

Benjamin H Skinner being duly sworn
 on oath says, that he has read the foregoing Bill
 of Complaint signed by him, and knows the facts
 therein stated to be true upon his own knowledge
 and true in substance and facts, as therein stated
 and those stated to be true upon information
 and belief, that he has good reason to believe
 and does believe the same to be true as
 therein stated, and further says not
 Sworn to & Subscribed Benjn H Skinner
 before me this 30th
 May 1861, L O P Esqr Master in Chancery
 Cook Co.

Let the writ of injunction issue in Conformity
with the prayer in the above and foregoing Bill
of Complaint, the Complainant ~~being~~ ^{being} Bound in
the penalty in the penalty of two thousand dollars
with Benja S Haddock as security
To the Clerk of the Circuit Court of Cook Co
George Manierre
Judge 7th Judicial
Circuit, Ills.

To the Clerk of the Circuit Court
Cook County

Please issue Summons & Injunction
according to the within prayer & order, directed
to Coroner Yours &c
Chicago May 31, 1861. Scammon McLaugh & Fuller
Comptrolrs.

Exhibit "A"

Bill of goods sold by J A Marshall for
Benja S Haddock in the Metropolitan Hotel
on the Ninth day of Nov. 1860 For and on
account of his Mortgage made to him on
the 31 day of May 1859 - by A S Gates
To D H Skinner

Room No 43	1 Mirror 1.62	1 Bureau 4.75	1 Wash Stand 1.25	7	42
	1 Bed Head 2.51	1 Stand 81	2 Chairs 2.75 5.50	9	12
	12 1/2 Yds Carpet 65	11.35		11	35
	1 Bedstead 1 Sp Mat 1 Hair do				
	2 Sheets 4 Blankets 1 Counterpane			22	00
	2 Pillows 1 Bolster 1 Mos. g. Bar				
	1 Bedstead 1 Sp Mat 1 Hair do				
	2 Sheets 2 Blankets 1 Counterpane			23	00
	2 Pillows 1 Mos. g. Bar				
	1 Wash Stand 1.40	1 Bed Toilet Set 2.22		3	62
	1 Mirror 1.20	1 Stand 1.05	1 Chair .55	2	80
	12 1/2 Yds Carpet 46 cts			5	75
" 39	1 Bedstead 1 Sp Mat 2 Hair do				
	2 Sheets 4 Blankets 1 Counterpane			30	50
	2 Pillows 1 Bolster				
9	1 Wash Stand 1.50 1/2	1 Toilet Set 1.40	1 Mirror 30	3	33
	1 Stove, pipe & fire			5	10
	1 Stand 82. 20 Yds Carpet 6.2	12.40		13	22
	3 Chairs .55			1	65
" 34	1 Bedstead 1 Sp Mat. 1 Hair do				
	2 Sheets 2 Blankets 1 Counterpane			19	50
	2 Pillows				
	1 Wash Stand 1.20	1 Toilet Set 1.20		2	40
	1 Mirror 1.10	1 Stand 1.10	2 Chairs 55 70	2	90
	12 1/2 Yds Carpet 40 7			5	00
	2 Curtains 30			1	60
" 33	1 Bedstead 1 Sp. Mat 1 Hair do				
	2 Sheets 1 Comforter 1 Counterpane			21	50
	1 Bolster 2 Pillows				
	1 Bedstead No. 2 1 Sp Mat 1 Hair do				
	2 Sheets 2 Blankets 1 Comforter			21	50
	1 Counterpane 1 Bolster 2 Pillows				

212 46

Room	32	1 Mirror 1.30	1 Stand .95	1 Washstand 1.00	3	25
		1 Oil Table Set 2.45	3 Chairs 2.40	1.20	3	65
		1 Stove, pipe & fire 4.50	1 Sofa 11.50		22	50
		24 1/2 Yds Carpet @ 40			9	80
	32	1 Bedstead 1 Sp Mat 1 Hair dr				
		2 Sheets 3 Blankets 1 Counterpane			23	50
		2 Pillows				
		1 Bedstead No 2, 1 Sp Mat 1 Hair dr				
		2 Sheets 2 Blankets 1 Counterpane			22	50
		2 Pillows				
		1 Washstand 1.30	1 Oil Table Set 1.87		3	17
		1 Mirror 20	1 Stand 50	2 Chairs 90	2	50
		20 Yds Carpet @ 35			7	00
	31	1 Bedstead, 1 Sp Mat 2 Hair dr				
		4 Blankets 2 Sheets 1 Counterpane			33	00
		1 Bolster 2 Pillows				
		1 Washstand 1.25	1 Oil Table Set 3.75		5	00
		1 Table & Cover 2.75	1 Mirror 1.81		4	56
		1 Stove, pipe & fire 4.87	2 Chairs 55		5	97
		19 Yds Carpet @ 50			9	88
	30	1 Stand 1.00	1 Table Set 70		1	70
	28	1 Hair Mat 4 Blankets 2 Sheets			10	50
	29	1 Bedstead, 1 Sp Mat 1 Hair dr				
		2 Sheets 3 Blankets 1 Counterpane			21	00
		1 Bolster 2 Pillows				
		1 Washstand 3.75	1 Oil Table Set 2.13		5	88
		1 Stove, pipe & fire 4.75	1 Mirror 35		5	10
		1 Stand 88	4 Chairs 78		3	80
		1 Bureau 3.37	17 1/2 Yds Carpet @ 37.63		11	00
	27	1 Bedstead 1 Sp Mat 1 Hair dr				
		2 Sheets 2 Blankets 1 Comforter			20	00
		1 Counterpane 2 Pillows				

235 26

\$ 447 72

Room	27.	1 Washstand 1.20	1 Toilet Set 1.00	2	20	447	72
		1 Stand 1.00	2 Chairs .65	2	30		
		11 Yds Carpet @ 40¢		4	40		
		1 Mirror		1	10		
7	24.	1 Bedstead 1 Sp Mat 1 Hair dr		}	15	50	
		1 Comforter 1 Counterpane					
		1 Mirror .25	1 Stand 1.00				
		1 Chair .80					
		12 Yds Carpet @ 25¢		3	00		
38.		1 Bedstead 1 Sp Mat 1 Hair dr		}	20	00	
		2 Sheets 4 Blankets 1 Counterpane					
		2 Pillows					
		1 Wash Stand 2.00	1 Toilet Set .87				
		1 Mirror 40¢	6 3/4 Yds Carpet @ 28¢	2	29		
		1 Chair 58¢			58		
34		1 Bedstead 1 Sp Mat 1 Hair dr		}	21	00	
		2 Sheets 2 Blankets 1 Counterpane					
		2 Pillows					
		1 Washstand .85	1 Toilet Set 1.05				
11		1 Mirror 1.20	1 Stand .94	2	24		
		2 Chairs 58¢			25		
		12 1/2 Yds Carpet @ 35¢					
35		1 Bedstead 1 Sp Mat 1 Hair dr		}	19	50	
		2 Sheets 1 Comforter 1 Counterpane					
		2 Pillows 1 Mosgo Bar					
		1 Bedstead No 2 1 Sp Mat 1 Hair dr					
		2 Sheets 1 Counterpane 4 Blankets		22	50		
		2 Pillows 1 Mosgo Bar					
		1 Mirror 1.37	1 Washstand 70	2	07		
		1 Old Toilet Set 1.75	1 Stand 85	2	65		
		2 Chairs @ 35¢	4 Curtains @ 55¢	2	10		
		20 1/4 Yds Carpet @ 35¢		7	05		

141 60

589 32

J.

Room	36	1 Cot 1 Hair Mat 2 Sheets	589 32
		4 Blankets 1 Counterpane	11 50
		1 Pillow 1 Mosq. Bar	
		1 Mirror 1.50 1 Washstand 1.10	2 60
		1 Toilet Set .85 1 Bureau 5.25	6 10
		2 Chairs .75 1.50 5 Yds Carpet .35 1.75	3 25
23		1 Bedstead 1 Sp Mat 1 Hair dr	
		2 Sheets 4 Blankets 1 Counterpane	21 00
		2 Pillows	
		1 Bedstead 1 Sp Mat 1 Hair dr	
		4 Blankets 2 Sheets 1 Counterpane	20 00
		2 Pillows	
		1 Mirror 1.50 1 Washstand 1.10	2 60
		1 Obl. Toilet Set 2.10 1 Stand .75	2 85
12		3 Chairs .85 2.55 Stove, pipe & Fan 4.94	7 49
		20 Yds Carpet .32 6.40 2 Curtains 3.62	7 02
22		1 Bedstead 1 Sp Mat 1 Hair dr	
		3 Sheets 4 Blankets 1 Counterpane	21 50
		2 Pillows	
		1 Wash Stand 1.30 1 Toilet Set .85	2 15
		1 Bureau 4.00 1 Chair .45	4 45
		12 1/2 Yds Carpet .30 3.44	4 25
		2 Curtains .35	.70
21		1 Bedstead 1 Sp Mat 1 Hair dr	
		2 Sheets 3 Blankets 1 Counterpane	23 50
		2 Pillows	
		1 Mirror 1.15 1 Washstand 1.10	2 25
		1 Stand .85 1 Toilet Set .82	1 47
		10 Yds Carpet .30	3 00
		1 Chair .75 1 Curtain .28	1 00
19		1 Bedstead 1 Sp Mat 1 Hair dr	
		2 Sheets 4 Blankets 1 Counterpane	24 00
		1 Bolster 2 Pillows	
			1 1/2 68
			7 1/2 00

Room	10	5 Yds Carpet @ 26 [¢]	1	25	462 00
20	1 Bureau 4.50 / Mirror 3.63 / Washstand 1.30	9	43		
	1 Toilet Set 2.13 / Stove pipe & Chim 4.90	7	03		
	10 Yds Carpet @ 40 [¢] 2 Chairs 1.20 2.60	6	60		
40	1 Sofa 15.00 6 Chairs 2.00 12.00 / Mirror 20.00	47	00		
	1 Marble Top Table 18.00 / Stove Pipe 6.00	24	00		
	5 1/2 Yds Carpet @ 40 [¢]	20	40		
	1 Bath Mat 3.00 / Marble Top Stand 6.00	9	00		
	1 Stand 1.00 Silver plated Pitcher 5.00	6	00		
41	1 Bedstead 1 Spring 2 Hair dr	}	30 00		
	2 Sheets 1 Blanket 2 Pillows				
13	1 Mirror 10.00 / Table 1.00 / Washstand 3.00	14	00		
	1 Toilet Stand 1.50 / Bureau 5.00	8	50		
	2 Curtains 25.50 5 Cornices 2.25 1.25	1	75		
	2 1/2 Yds Carpet @ 25	6	88		
	2 Pairs Curtains @ 8.00 10.00	16	00		
	Bunk Room	12	Mattresses 4.00 48.00 16 Blankets 2.50 24.00	72	00
	8 Comforters @ 1.00 8.00 18 Sheets 1.50 2.70	10	70		
	18 Pillows @ 1.00 18.00 / Bowl & Pitcher 75	18	75		
Room	128	1 Bedstead 1 Spring 1 Hair dr	}	25 00	
	2 Sheets 1 Comforter 2 Blankets				
	1 Counterpane 2 Pillows	}	1 50		
	1 Stand 75 / Dining Table 75				
	1 Mirror 25 / Curtain 20 [¢]	.	45		
	10 1/2 Yds Carpet @ 25	2	62		
No 1 Reception Room	30 Yds Carpet @ 50 18.00 / Sofa 8.00 / Mirror 8.00	24	00		
No 2	8 Chairs @ 1.50 12.00 / Center Table Marble Top 8.00	20	00		
No 3 & 4	1 Pier Table 6.00 / Bilt looking Glass 10.00	16	00		
	2 Cornices 1.00 / Stove pipe 7.00	8	00		
	1 Door Mat 25 / Spatterdock 25	.	50		
	1 Map Chicago	.	25		
				405 61	
				8 1167 61	

No. 5. Ladies Parlor	30 yds Brussels Carpet @ 1 ⁰⁰	30 00
No. 6.	1 Piano & Cover \$125 ⁰⁰	125 00
No. 7.	2 Sofas @ \$20	40 00
No. 8.	1 Center Table Marble Top	15 00
No. 9.	1 Pier Table 5 ⁰⁰ 1 Easy Chair 5 ⁰⁰	10 00
No. 10.	1 Large Gilt Frame Mirror	30 00
No. 11. 6 Chairs	1 Small Easy Chair 4 ⁰⁰ 6 Chairs 12 ⁰⁰ @ 2 ⁰⁰	16 00
	1 Silver Plated Pitcher & Tray	7 00
	3 Pairs Damask Curtains @ 8 ⁰⁰	24 00
	3 " Emb. Cushion Do @ 3 ⁰⁰	9 00
14	3 Cornices & Features @ 2 ⁰⁰	6 00
	Stove, pipe, zinc & backwing	10 00
	1 China Spittoon	25
No. 12. Office	1 Marble floor	25 00
	6 Arm Chairs @ 1 ⁰⁰ 6 ⁰⁰ 6 Oak do @ 1 ⁰⁰ 6 ⁰⁰	12 00
	3 Settees @ 9 ⁰⁰ 27 ⁰⁰ 1 Gilt Mirror 10 ⁰⁰	37 00
	1 Long Table 5 ⁰⁰ 1 Small do 3 ⁰⁰	8 00
	Stove & Pipe 10 ⁰⁰ Water cooler & Sail 5 ⁰⁰	15 00
	Silver tray Shallow bowl & Glass	3 00
	2 Desks @ 5 ⁰⁰ 10 ⁰⁰ 1 Safe 40 ⁰⁰	50 00
	1 Key rack Shallowboard & letter box	5 00
	1 Pier Table 8 ⁰⁰ 4 Spittoons @ 25 ⁰⁰ 1 ⁰⁰	9 00
	2 Hat racks @ 5 ⁰⁰ 10 ⁰⁰ 1 Clock 3 ⁰⁰	13 00
	1 Envelope & Wash bill box	50
	Large Map U.S. & Mexico	1 00
	Carpet 50' 1 Center Table top 30 ⁰⁰	30 50
Hall	Oil cloth 3 ⁰⁰ 3 door Mats @ 25 ⁰⁰ 75	3 75
	1 Brussels stair Carpet 3 ⁰⁰ 16 Stair Rods @ 1 ⁰⁰ 16	4 60
	1 Mirror 50	50
Wash Room	4 Soap dishes @ 5 ⁰⁰ 20' 1 Glass 3 ⁰⁰	3 20

1167 61

583 30

1750 91

Private office	1 Desk	5.00	1 Letter Press	1.00	2 Chairs	50	1.00	7	00	1750 91
	1 stool	1.00	1 Rock Chair	1.00	1 Spettroon	25		2	25	
	1 Ink Stand	25	1 pen Rack	10				1	35	
	22 Arm Chairs	1.00	22.00	Dining Table	1.50			23	50	
Saloon	6 Spettroons	25	1.50	2 Small Tables	75	1.50		3	00	
	3 W. top stands	2.00	6.00	1 large Wire Screen	1.00			7	00	
	4 Wire Window Screens	50	2.00	1 Cloth dr	1.00			3	00	
	348 Towels	.5	19.90					19	90	
Pantry	30 Silver Creamers	10	3.00	30 Plated Bowls	15			4	50	
	2 Stone jugs	5	10	20 Cake dishes	5	1.00		1	10	
	48 Presure Dishes	5	2.40	2 Flou Buckets	10			2	60	
	10 Wire Lups	5	50	23 Gray Dishes	5	1.15		1	65	
15	12 Wire Covers	5	60	4 Sauce Lups	3	1.20		1	72	
	134 B Plates	2	2.68	1 Tin Pan	10			2	78	
	117 Tea Plates	4	4.68	28 Salt Cellars	4	1.12		5	80	
	145 Dinner Plates	5	7.25	122 Sauers	2	2.44		9	69	
	72 B Lups	2	1.44	43 Tea Sauers	2	.86		2	30	
	29 Presure Dishes	5	1.45	29 B Dishes	5	1.45		2	90	
	2 Plates Tea Pots	10	20	12 Glass finger Bowls	10	1.20		1	40	
	136 Dishes	20	2.60	3 Pink Bowls	3	9		2	69	
	63 Wine Glasses	5	3.15	19 E. do	5	9.5	2.48	4	14	
	5 Straw Jars	10	50	4 Ice Bowls	15	60		1	10	
	4 Wood Pails	5	20	17 Water Pitchers	15	2.55		2	75	
	11 S Pitchers	10	1.10	1 Wash Tub	10	2.50		1	30	
Dining Room	175 Napkins	5	8.75	lot Table Cloths	lot	5.00		13	75	
	137 Tea Plates	5	6.85	161 large Knives	10	16.10		22	95	
	55 Plates	3	1.65	86 Small Knives	8	6.88		8	53	
	58 Sauce Plates	3	1.16	46 Soup Plates	5	2.30		3	46	
	3 Water Pitchers	10	30	105 Forks	5	5.25		5	55	
	12 Plated Castors	1.00	12.00	24 Chopin Dishes	25	6.00		18	00	
	7 Glass Dishes	15	1.05	46 Ice Buckets	100	6.00		7	05	
									192 71	
									\$ 1943 62	

Dining Room	149 Chairs 25 ^{31.25}	153 3/4 feet Tables 1 ^{19.21} 7/8 ft	56	46	1943	62
	1 Bureau Wash Stand		1	00		
Meat Room	1 Soup Boiler 50	1 Fruit Kist 50	1	00		
Kitchen	2 Tin Steamers 25 ⁵⁰	7 Wood Pails 5 ³⁵	7	85		
	2 Flour Buckets 10 ²⁰	2 Ice Trays 25 ⁵⁰	2	70		
	8 Iron Bake Pans 1 ^{1.00}	2 Stone Grinders 5 ¹⁰	1	10		
	6 Small Iron Bake Pans 5 ³⁰	5 Jars 5 ²⁵	5	55		
	1 Jug 5	1 Dinner bell 38	9	37		
	4 Iron Pans 10 ⁴⁰	3 Cof Dishes 10 ³⁰	3	70		
	2 Platters 20 ⁴⁰	1 Arm Chair 50		90		
	5 Iron Sauce Pans 20 ^{1.00}	1 Iron do 10	1	10		
	1 Tin Sauce Pan 5	1 Meat Chest 2 ⁰⁰	2	05		
	9 Copper Sauce Pans 2 ^{2.25}	2 Iron do 10 ²⁰	2	45		
	4 Coffee Pots 5 ²⁰	2 Milk Dippers 5 ¹⁰	2	30		
	2 Dippers 5 ¹⁰	1 Cleaner 2 ²⁵	1	60		
	2 Grid Irons 10 ²⁰	1 Coffee Boiler 1 ⁰⁰	1	20		
	1 Rolling Pin 5	12 Egg Pans 5 ⁶⁰	12	65		
	2 Pine Wood Tables 1 ⁰⁰	2 ^{2.00} 8 Iron Pans 15 ^{1.20}	2	20		
	5 Tin Pans 10 ⁵⁰	1 Skimmer 3	1	55		
	2 Iron forks 2 ⁴	1 Cable turner 3 ⁴⁵	1	11		
	6 Skewers 3 ¹⁸	1 Cofr Boiler 1 ⁰⁰	1	18		
	2 Tin Boilers 2 ⁵⁰	1 Clock 1 ⁸⁰	3	25		
	2 Tin Pails 2 ⁵⁰	1 Kater 3	1	61		
	80 Small Platters 5 ^{4.00}	51 Cofr Dishes 15 ^{7.65}	11	65		
	5 Large Platters 2 ^{1.25}	6 Soup Plates 5 ³⁰	1	55		
	10 Dinner Plates 5 ⁵⁰	9 Tea do 5 ⁴⁵	9	95		
	1-1/2 Gall. Measure 15	1/2 Gall Pitcher 10	1	25		
	2 Cups 5 ¹⁰	2 Saucers 5 ¹⁰	1	30		
	20 Tin Pans 5 ^{1.00}	1 Large Strainer 10	1	10		
	1 Wood Parrow 50	6 Steamers 4 ^{3.00}	3	50		
	2 Iron Pots 2 ⁵⁰	1 Chopping bowl 2 ²⁵	1	55		
	2 Chopping knives 15 ³⁰	1 Small grindstone 1 ⁰⁰	1	30		
					100	56
					\$2044	18

<i>Kitchen Room</i>	6 Wood Pails 5 ²⁰	2 Tin do 10 ²⁰	, 50	2094 37
	Steam Table & features		5 00	
	1 Filterer & Sink 1 ⁰⁰	Refrigerator 1 ⁵⁰	2 50	
	1 Ice Box 50	1 Grind Stone 1 ⁰⁰	1 75	
	11 Small Pitchers 10 ¹⁰	24 Small Lamps 5 ²⁰	2 30	
	12 Large Lamps 10 ²⁰	20 Tall Stands 5 ¹⁰⁰	2 20	
	24 Match Safes 5	1 ²⁰	1 20	
<i>Chamber</i>	4 Tin Water Pails 25 ¹⁰⁰	4 Tin Shovel do 25 ¹⁰⁰	2 00	
<i>Maid's Room</i>	4 Wooden Pails 5 ²⁰	4 Busters 10 ⁴⁰	, 60	
	4 Quilt Pans 5		, 20	
<i>Dietary Room</i>	1 Large Fluid Can 25	2 Small do 15 ³⁰	, 55	
<i>Saloon</i>	7 Window Curtains & ef-		1 75	
No 13.	2 Large Gilt Mirrors & 5 ⁰⁰		10 00	
No 14.	1 Marble Top Counter		10 00	
	1 Wood " "		10 00	
	1 Clock 1 ⁰⁰	4 Head Pails brass 50 ²⁰⁰	3 00	
No 15.	Marble Floor		25 00	
18	Large White Punch bowl		, 25	
	1 Large Tin Wash Pan		, 10	
	1 German Silver Tureen for heating water		, 25	
	25 Cut Glass Decanters quart 50		12 50	
	9 " " " Pint 3f		3 37	
	2 Vases Wax Flowers & Glasses 1 ⁰⁰		2 00	
	9 Wine Glasses Green 10		, 90	
	10 " " " Cut 10		1 00	
	2 China Vases 25		, 50	
	1 large Punch bowl fancy china		1 00	
	10 Cut Glass Beer Tumblers 10		1 00	
	22 Beer Glasses 10 ²⁻²⁰	1 Brass Pump & Pipe 5 ⁰⁰	, 20	
	2 Goblets 10 ²⁰	3 Water Pitchers 10 ³⁰	, 50	

109 1/2

2204 09

Saloon	3 Punch Shakers 1 Silver 2 Tin	10	"	30	2204 09	
	14 Silver bar Spoons	20	2	80		
	2 Ice Scoops 5 ¹⁰ 2 Syrup Cups	25	"	60		
	1 Ice Pick 5 2 Egg beaters 5 ¹⁰		"	15		
	1 large Spoon 3 1 Fancy Salt Cellar	5	"	8		
	1 Stool 25 2 Little Dishes 25 ⁵⁰		"	75		
	2 Pepper Boxes glass	10	"	20		
	1 Bohemian Glass Punch Bowl	}	1 00			
	4 Cover imperfect					
	1 Water Key 25 1 Water Tub	25	"	50		
	2 Shop Pails 5 ¹⁰		"	10		
	1 Silver cover beechen bowl		"	25		
	12 large Annifolius 3 Gallons	25	3	00		
	2 Small do 2 do	20	"	40		
	3 Trays large 3 ¹² 2 do small 3 ⁵⁰		1	62		
	7 Towels 5 ³⁵ 1 Cut glass bottle	10	"	45		
	1 Linen cover Damask for back of chair		"	25		
	Store Rooms	1 Fairbanks Scales Platform		2		00
		1 do do Counter		1		00
1 Clock 1 ⁰⁰ 1 Desk		25	1	25		
1 Stool 25 1 Chair		50	"	75		
1 Ice Chest 2 ⁰⁰ Table		1 ⁰⁰	3	00		
1 Wood Saw 25 2 Hand do		25 ⁵⁰	"	75		
10 Empty Barrels with Coars		10	1	60		
8 Flour Buckets		10	"	80		
3 large Wash Tubs		25	"	75		
1 Step ladder 25 1 looking Glass		25	"	50		
5 Jugs 25 ^{1.25} 1 Drunken		25	1	50		
1 Sprinkler 25 1 Ratchet		25	"	50		
1 Hammer 15 1 Brace		25	"	40		
2 Pits 5 ¹⁰ 1 Set Tin Measures		1 ⁰⁰	1	10		
3 Wooden Measures		25	"	75		
				29 10		
					\$2233 19	

Mrs Room	Wash Chisel 10	4 Stone Pals 5	21	30	2233 19
	1 Coal Air Shovel 25			25	
Office	2 Call Bells 25	50	1	Wineglass bottle 5	55
	1 Paper Weight 10	1	Stamp fixtures 50	60	
	6 Paper Fills 10	40	2	Cal Hooks 25	50
	1 Sprinkling Pot 25	1	Quart Pan 10	35	
	1 Coal Saver 15	1	Mop 5	20	
	2 Counter benches 25	50	2	Flour do 20	70
	1 Scoop Shovel 10			10	
Laundry	1 Mangle 300	2	Ironing Tables 100	200	5 00
	1 Ironing Sheet 50	1	do Blanket 50		1 00
	Clothes Horses in Drying Room				5 00
2d	1 Cail 5	1	Clothes Basket 37		42
	1 Table 100				1 00
Ironing Room	Ironing Stone 300	8	Lad Irons 2	200	5 00
	1 Clothes Horse 50	10	Pr Blankets 200		2 50
	2 Ironing Sheets 20	40	2	Prods 5	11
	1 Chair 20	1	Starch Kettle 25		45
First Hall	12 door Mats 12	150	1	Wool do 25	1 75
	2 Damask Curtains 12 1/2	25			25
	1 Blanket 12				12
	Oil Cloth in Main Hall				4 00
	Wustian Carpet in Middle do				1 00
	Brussels do in West Park				5 00
	do do in Side Hall leading				3 00
	1 Spittoon 10	2	Chairs cane seat 50		1 10
2d Hall	Wustian Carpet				4 00
	1 Wardrobe 500				5 00
3d do	Carpet in Hall				4 00
	Wardrobe 500				5 25
	Mat 25				59 49
					2292 68

17.

4th Hall	Carpet in Hall	4 00	2272 68
	55 Musquito Bars 12 1/2	6 87	
	12 Mustard Spoons 12 1/2	1 50	
Dining Room	26 Silver Butter Knives 25	3 25	
	40 Salt Spoons 12 1/2	5 00	
	17 Tea do 12 1/2	14 63	
	19 Sugar do 12 1/2	2 57	
	178 Forks 25	44 50	
	142 Large Spoons 25	35 50	
	1 Soup Tureen, Small	25	
	1 Large Soup do	50	
	6 Carving Knives 25 1.50	1 50	
	10 Silver Sugar Spoons 12 1/2	1 25	
21	8 Bar do do 12 1/2	1 00	
	24 do do 25	6 00	
	79 Forks Small 25	19 75	
Cash Clerk	2 Large Spice Jars & Covers 5.75	8 00	
	1 Wire, No 23 Tins 1.15		
	1 Corbin's Bell 25	45	
	5 Snow Globes 25		
	2 Silver Mugs 10		
	4 Ice Pots 20	70	
	1 Copper Pot 50		
No 16 and has fixtures in Saloon 3 in office & 1 in Reception Room	All the Gas Fixtures in the Hotel	150 00	
	All the Steam Pipes & Work in Hotel	75 00	382 27

Recd Payment of A. H. Skinner
 in full for the above Goods
 Reuben S. Haddock.

This may Certify that I James A. Marshall was Auctioneer
 for Reuben S. Haddock on the 9th of Nov. 1880 for the sale of the
 above Goods & that A. H. Skinner bought the above Goods,
 as inventoried above he being the highest & best or
 Bidder for the same & that the above is correct sale
 of the same
 Chicago 9 Nov 1880 J. A. Marshall

277 83

		Aunt best up.		2/1/83	
Room	128	Sp Matts 1 Hair do Bedstead Bedding Carpet 1 Chair 1 Mirror 2 Pillows 1 Chamber Set Kaddock	16	50	
	129	Sp Matts Hair do Bedstead Bedding Carpet 2 Stands 1 Mirror 1 Chair Kaddock	16	00	
	130	1 Bedstead 1 Hair Mattress 1 Sp do 2 Chairs 1 Stand 1 Mirror 1 Carpet 2 Ch. Sets Kaddock	17	00	
	131	1 Sp Matts 1 Hair do 1 Bedstead Bedding Carpet 1 Stand 1 Mirror 1 Chair 1 Chamber Set Kaddock	18	50	
	142	1 Sp Mattress 1 Hair do Bedstead Bedding 2 Stands 1 Mirror 1 Chair 1 Carpet 1 Spectoon 1 Chamber Set Kaddock	18	00	
	143	1 Sp. Matts 1 Hair do 1 Bedstead Bedding Carpet 1 Chair Mirror 2 Stands 1 Chamber Set Kaddock	17	50	
	144	1 Sp Mattress 1 Hair do Bedding Bedstead Carpet 2 Chairs 2 Stands 1 Mirror 1 Chamber Set Kaddock	15	50	
	146	2 Mattresses 1 Bedstead Bedding 1 Mirror 1 Stand Carpet 1 Chair. Kaddock	14	50	
	147	2 Mattresses 1 Bedstead Bedding 2 Chairs Stand Bowl & Linen Kaddock	9	50	
	158	1 Sp Matts 1 Hair do Bedstead Bedding Stand 1 Chair Kaddock	10	50	
	159	2 Matts 1 Bedstead Bedding Stand 2 Chairs 1 Mirror 1 T Set Mack	12	00	
	160	1 Matts Bedding Bedstead Mirror Stand T Set Kaddock	9	00	
	145	2 Matts Bedding Bedstead 2 Chairs Stand 1 Mirror Ch Set Carpet Kaddock	16	50	191 00
	Edward			\$	468 83

And brought forward

\$468.83

Nov	140	2 Matts Bedstead Bedding Carpet Mirror		
		2 Stands Chair 7 Selt Haddock	16	50
	138	1 Sp Matts 1 Hair do Bedding Bedstead		
		Carpet Mirror Stand Ch Selt Chairs		
		Haddock	14	00
	136	2 Matts Bedding Bedstead 2 Chairs Mirror		
		Stand 7 Selt 1 Taper	13	50
		6 Lot Panels & mirrors Haddock	11	00
	134	Sp Matts Hair do Bedstead & Bedding		
		Mirror Stand Ch Selt 2 Chairs Haddock	15	50
	133	Sp Matts Hair do Bedstead & Bedding		
		Carpet Mirror Stand Chairs Curtains Bedding	15	00
	132	Sp Matts 2 Hair do Bedstead Bedding		
		Chair Mirror Stand Ch Selt Haddock	13	50
24	135	Sp Matts Hair do Bedstead Bedding Stand		
		Carpet Chair Haddock	13	50
	128	Sp Matts Hair do Bedding Bedsteads Mirror		
		2 Stands Carpet Curtains Ch Selt Chairs Haddock	17	50
	124	2 Matts Bedsteads Bedding Carpet Mirror		
		Stand 7 Selt 1 Chair Haddock	16	50
	122	2 Matts Bedding Bedsteads Carpet Mirror		
		2 Stands 1 Chair 7 Selt Haddock	18	50
	123	1 Sp Matts 1 Hair do Bedstead Bedding		
		Carpet 2 Chairs Mirror Stand 7 Selt Haddock	16	50
	98	Amraa Mirror Carpet Stove & 4 Chairs		
		Table Haddock	10	00
	103	Sp Matts Hair do Bedding Bedstead		
		Wardrobe Amraa Carpet Stand		
		2 7 Selt Mirror Haddock	27	00
	102	Carpet Stove & 4 Mirror 2 Tables		
		4 Chairs Haddock	13	00
			231	50
			\$	700 33

Kut brought up

\$ 100.33

Room 101	1 Bedstead 1.50	Sp Matt 1.25	Kaddock	2	75
	2 Hair Matt ea	6.25	Speer	12	30
	2 Pillows 100-200	1 Sheet 20	Cramer	2	20
	2 Blankets 90 ea	Kaddock	1	80	
	1 Counterpane	Speer		75	
	10 1/4 Carpet 2 1/2 yd	Kaddock	4	06	
	3 Chairs 45 ea	Speer	1	05	
	1 Wash Stand	Michael		65	
	1 Mirror 75	Speer		75	
	1 Toilet Set	Cramer		78	
	1 Stand	Michael		63	
96	1 Bedstead 2.85	Sp Matt 2.25	Hair do Kaddock	12	10
	2 Pillows 120 ea	Dunn	2	40	
2.5	1 Sheet	Cramer		25	
	2 Blankets 155 ea	Kaddock	3	10	
	1 Counterpane	Speer		80	
	1 Mirror	Michael		53	
	1 Stand 70	1 Matt 70	Kaddock	1	40
	1 Toilet Set	Wack		80	
	1 Curtain	Plummer		10	
	10 yds Carpet 35	3.50 Bedstead 2.87	Kaddock	6	37
94	1 Sp Matt	Wack	2	30	
	1 Hair Matt 5.50	2 Sheets 3.25 ea	65 Kaddock	6	15
	2 Blankets 1.70	I Speer	3	40	
	1 Counterpane	Kurvy		68	
	2 Pillows 1.15	2.30 Stand 55	1 do 50	2 T Sets 30	60
	2 Chairs 52	104 Bedstead 2.87	Sp Matt 2.62		6
	Hair do 5.75	2 Sheets 3.25	54 Blankets 1.42	568	12
	Counterpane 90	2 Pillows 1.12	2.25 Mirror 55		3
	15 yds Carpet 31	4.65 2 Blankets 2.40	Kaddock	5	05
95	Bedstead	Plummer	2	67	
	1 Sp Matt	Wack	3	12	
			105	89	
				\$ 806 22	

Sub. brought forward \$ 806. 22

Row 95	1 Hair Matt	Body	5	75	
	2 Pillows 102 ²	Plum	2	05	
	1 Sheet	Covers		20	
	3 Blankets 1.50	Spear	4	50	
	1 Counterpane	Wash		80	
	1 Mirror	Covers		45	
	1 Stand 80 1 T Set 75	Wash	1	55	
	7/8 Yds Carpet 24	Body	1	87	
	1 Chair	Wash		63	
93	1 Bedstead 2.90 1 Sp Matt 2.50	Hair do 6.00	11	40	
	1 Sheet 30 2 Blankets 200	4.00	4	30	
	1 Counterpane 55 2 Pillows 1.75	Stand 68	3	73	
	Mirror 95 Stand 83 1 T Set 87	2 Chairs 30	3	25	
26	10 Yds Carpet 20 Yds	Waddock	2	60	
92	1 Bedstead 2.57 1 Sp Matt 3.00	Hair do 6.12	11	99	
	2 Sheets 34 ⁵⁸ 3 Blankets 87 ⁶²	Counterpane 83	4	13	
	2 Pillows 105 ^{2.10} Mirror 1.10	Waddock	3	20	
	1 Washstand 250 1 T Set 88	7/8 Yds Carpet 1.25	5	26	
		Waddock			
107	Bedstead	Plum	2	85	
	Sp Matt 200 Hair do 5.50	Sheet 25	7	75	
	2 Blankets 1.15 ^{2.30} Counterpane 1.00		3	30	
	2 Pillows 105 ^{2.10} Stand 100	2 T Set 1.30	4	40	
	Stand 50 11/16 Yds Carpet 33 ³²	Waddock	4	43	
	1 Mirror 48 Covers 2 Chairs 90	Spear	1	38	
109	Bedstead 2.45 Sp Matt 2.50	Hair do 4.97	9	82	
	2 Sheets 30 ⁶⁰ Blanket 1.45	Counterpane 87	2	92	
	2 Pillows 125 ^{2.50} Bedstead 300	Sp Matt 300	8	50	
	Hair do 7.00 Sheet 35	Counterpane 80	8	15	
	2 Pillows 115 ^{2.30} 3 Chairs 65	Stand 97	5	07	
	2 T Set 65 ^{1.30} Waddock		1	30	
	2 Blankets 1.80 3.50	Spear	3	60	
				131	13
				\$ 937	35

Art. brought forward \$937.35

Room 109	1 Mirror	Michael		50	
	Stand 70	13 3/4 Yds Carpet 35	5.50	6	20
	2 Curtains	15	30		30
158	1 Bedstead	Michael		3	00
	1 Sp Matt	Haddock		2	50
	1 Hair do	Reynolds		1	00
	2 Sheets ea	1.25	Counterpane 80	2	95
	2 Pillows 1 1/2	3.25	Chairs 4.62	4	12
	Marble top Table	Haddock		4	38
	1 Mirror	Spear		1	25
	8 Yds Carpet 40	3.20	Bedstead 3.00	6	20
	Sp Matt. 2	62	2 Hair do 6.37	12	75
		Haddock		15	37
	2 Sheets 3 1/2	15	Cover		65
	2 Blankets 110	2.20	1 Counterpane 1.00	3	20
	3 Pillows 1.20	3.60	Stand 1.00	4	70
	2 Toilet Sets 1.20	2.40	Wash	2	40
	Wardrobe 4.50	4	Chairs 50	200	6 50
	10 Yds Carpet 35	Haddock		5	60
	Chamber	Edgum		1	50
159	Bedstead 3.00	Haddock		3	00
	Sp Matt	Edgum		3	00
	Hair Mat 6.60	2 Sheets 33	66	7	26
	2 Blankets 1.25	2.50	Counterpane 1.00	3	50
	2 Pillows 1.20	Haddock		2	40
	1 Mirror	Parson			75
	Washstand 1.00	Toilet Set 1.05	Wash	2	05
	Stand 95	13 3/4 Yds Carpet 35	4.85	5	80
	3 Chairs 52 1/2	1.57	2 Curtains 25	50	2 07
160	Bedstead 3.00	Sp Matt 3.00	Hair do 6.40	12	40
	2 Sheets ea	1.25	2 Blankets 1.15	2.30	4 03
	2 Pillows 1.25	2.50	Washstand 85	2	55
			2 Toilet Sets 1.10	4	45
				136	90
					\$1074 25

Part brought forward \$1074.25

Room 100	1 Stand	Haddock	60	
	1 Mirror	Powers	43	
	2 Chairs 50 ¹⁰⁰	12 1/2 Yds Carpet 30 ^{3.75}	4	75
	2 Curtains 25 ⁵⁰	Bedstead 3 ³⁸	3	88
101	Spr Matt 2.62	Hair do 6.25	Haddock	8 87
	2 Sheets 50 ¹⁰⁰	Regimney	1	00
	3 Blankets 1.20 ^{3.60}	Counterpane 90	4	50
	2 Pillows 1.22 ^{2.44}	Haddock	2	44
	1 Mirror	Malsh	.	30
	2 Toilet Sets 70 ^{1.40}	Washstand 100	2	40
	Stand 80	14 Yds Carpet 25 ^{3.50}	Haddock	4 30
102	Bedstead	Michael	3	12
	Spr Matt. 2.00	Hair do 6.75	2 Sheets 30 ⁶⁰	9 35
	2 Blankets 1.22 ^{2.44}	Haddock	2	44
28	1 Counterpane	Malsh	.	78
	1 Pillow 1.25	9 Yds Carpet 30 ^{2.70}	3	95
	2 Toilet Sets 70 ^{1.40}	Washstand 77	2	17
	Stand 50	3 Curtains 22 ⁶⁶	1	16
108	Bedstead 2.63	Spr Matt. 1.80	2 Hair do 5.50 ^{11.00}	15 43
	2 Sheets 33 ⁶⁶	3 Blankets 1.32 ^{3.96}	4	62
	1 Counterpane 1.00	Bolster 1.38	2	38
	2 Pillows 1.38 ^{2.76}	Stove & Pipe 51.2	7	88
	Bureau 4.50	1 Mirror 2.62	7	12
	Stand 37	17 1/2 Yds Carpet 45 ^{7.88}	8	25
106	Lat Bed 95	2 Hair Matt. 3.50 ^{7.00}	7	95
	2 Sheets 40 ⁸⁰	3 Blankets 1.00 ^{3.00}	3	80
	Counterpane 94	2 Pillows 1.40 ^{2.80}	3	74
	Stand 62	Mirror 1.25	Stand 85	2 72
	Bowl & Pitcher 72	13 3/4 Yds Carpet 57 ⁵⁰⁹	5	81
	Chair 50		.	50
91	1 Bedstead 2.63	Spr Matt 2.00	4	63
	Hair do 51.2	2 Sheets 32 ⁶⁴	Haddock	5 76
				157 06
				\$1211 31

Wm brought forward \$1211.31

Room	91	2 Blankets 125	Jagan	2	50		
		Counterpane	Hanary		65		
		2 Pillows 95	1.90 / Stand 100	3	00		
		5 1/2 Carpet	22	1	24		
	90	1 Bedstead 3.27	Spl Mat 1.75	5	02		
		1 Hair do 5.50	2 Sheets 32	6	14		
		2 Blankets 1.30	Counterpane 75	2	05		
		2 Pillows 125	2.50 Mirror 1.25	3	75		
		1 Stand 85	2 Toilet Sets 70	2	25		
		12 1/2 Yds Carpet 30	3.75 1 Stand 50	4	25		
		Chair 55	Bedstead 2.02	3	27		
	89	1 Spl Mat	Kaddock	2	12		
		2 Hair do 5.75	11.50 Spear	11	50		
		2 Sheets 40	20 Kaddock		80		
		1 Comforter	Spear		90		
		Counterpane 70	2 Pillows 62 1/2	1	95		
		2 Bowls & Pitchers 87	1.74 Mirror 100	2	74		
		Shoe & Pipe 4.62	Stand 50	5	12		
		15 Yds Carpet 35	3.75 1 Bedstead 3.30	7	05		
	88	1 Spl Mat 2.15	Hair do 5.87	8	02		
		2 Sheets 25	50 1 Comforter 11.2	1	62		
		2 Pillows 131	2.62 Stand 72	3	34		
			Kaddock				
		Toilet Set	Walsh		87		
		Stand 95	Mirror 130	2	25		
		10 1/2 Yds Carpet 35	3.72 2 Chairs 25	4	22		
	80	Bedstead 3.25	Spl Mat 2.87	6	12		
		Hair do 6.37	2 Sheets 35	7	07		
		2 Blankets 150	3.00 Counterpane 1.00	4	00		
		2 Pillows 100	2.00 Mirror 1.00	3	00		
		Stand 62	Walsh Stand 87	1	49	108	30
						\$	1319 61

Pub. brought forward

\$ 1319.61

Room	80.	2 Toilet Sets 90 ^{1.80}	15 Yds Carpet 25 ^{3.75}	5	55	
		2 Chairs 25 ⁵⁰	Bedstead 2.95	3	45	
	82	Sofa 2.87	Chair do 7.05	9	92	
		2 Sheets 35 ⁷⁰	Waddock	.	70	
		4 Blankets 1.80	Sprer	7	20	
		Counterpane 75	2 Pillows 1.20 ^{2.40}	3	15	
		Mirror 1.20	Bureau Washstand 3.12	4	32	
		2 Toilet Sets 90 ^{1.80}	10 Yds Carpet 25 ^{2.50}	4	30	
		Stand 50	Chair 55	Waddock	1 05	39 64
						\$ 1359 25

24

Account Sales Furniture in Metropolitan Hotel
Chicago Made Nov 8/60 by Order of J. Kimbell Receiver

Room 78	1 Sp Matt 1 Hair do 2 Pillows 2 Sheets 3 Blankets 1 Counterpane 1 Bedstead Mattress 1 Bedstead 1 Stand 3 Curtains Kaddock	13 79
	2 Chairs 90 ¹⁰⁰ 10 Yds Carpet 30 ³⁰⁰ Mirror 20 ²⁰⁰	5 20
79	1 Bedstead 1 Sp Matt 1 Hair do 2 Sheets 2 Blankets 1 Counterpane 2 Pillows 1 Washstand 1 T. Set 6-3 1/2 Yds Carpet 1 Bedstead Mattress	18 10
81	1 Bedstead 1 Sp Matt 1 Hair do 2 Sheets 1 Coverlet 1 Counterpane 2 Pillows Kaddock	13 50
	1 W. Stand 75 T. Set 2 ²⁰ Stand 10 ¹⁰⁰ Mirror 20	2 35
	Chair 60 2 Curtains 30 ⁴⁰ 13 Yds Carpet 4.68	5 68
83	1 Bedstead No 1 1 Sp Matt Hair do 2 Sheets 3 Blankets 1 Counterpane 1 Counterpane 2 Pillows 1 Bedstead No 2 1 Sp Matt Hair do 2 Sheets 2 Blankets 1 Counterpane & 2 Pillows Kaddock	33 00
	1 Wash T. Set 1.37 1 W. Stand 1 ¹⁰⁰	2 47
	1 Mirror 22 2 Chairs 45 ⁹⁰ 15 Yds Carpet 4.50	5 92
85	1 Bedstead 1 Sp Matt 1 Hair do 2 Sheets 2 Blankets 1 Coverlet 1 Counterpane 2 Pillows	18 25
	1 Mirror 87 3 Chairs 56 ¹⁶⁸ 1 Stand 90	3 45
	1 Wash T. Set 1.75 1 Table 2.45	4 20
	15 Yds Carpet 25 ^{3.75} 3 Curtains 27 ⁸¹ Kaddock	4 56
84	1 Bedstead No 1 1 Sp Matt 1 Hair do 1 Coverlet 2 Pillows 1 Sheet 4 Blankets 1 Bedstead No 2 1 Sp Matt 1 Hair do 2 Pillows 1 Sheet 3 Blankets	18 25
	1 Chair 25 Kaddock	1 25
	1 Wash Stand Kaddock	1 00
	1 Wash T. Set 2.42 1 Stand 68 ⁶⁸ 1 Mirror 1.35	4 45
	3 Curtains 26 ⁷⁸ 14 1/2 Yds Carpet 21 ³⁰⁵ Kaddock	3 80
		\$175 97

Goods brought up

\$175.97

Room	86	1 Bedstead 1 Sp Matt 1 Hair do 4 Blankets 1 Counterpane 2 Pillows 2 Sheets	Kad dock	22	75
		1 Wash stand	Kad dock	1	60
		1 Double T Set 110 1 Stand 75		1	83
		Mirror 37 Chair 57 Curtain 28		1	22
		11 Yds Carpet 32 3.50 1 Bedstead		3	50
	87	1 Sp Matt Hair do 2 Sheets 2 Blankets 2 Pillows 1 Counterpane	Kad dock	19	25
		1 Wash stand 100 1 Stand 67 T Set 100		2	67
		Mirror 45 Chair 28 9 Yds Carpet 32 2.58		3	61
		1 Curtain 284	Kad dock		28
	97	1 Bedstead 1 Sp Matt 2 Hair do 3 Pillows 2 Sheets 4 Blankets 1 Counterpane	Kad dock	30	50
32		1 W. Stand 82 1 Stand 65 1 Mirror 1.25		2	72
		1 Horse pipe & Fin 3.94 2 Chairs 45 ⁹⁰		4	84
		14 3/4 Yds Carpet 37 545	Kad dock	5	45
	104	1 Table 3.25 1 Horse pipe 47.5 Stand 87		10	87
		12 1/2 Yds Carpet 36	Kad dock	4	50
	100	1 Bedstead 1 Sp Matt 2 Hair do 2 Sheets 2 Blankets 1 Counterpane 2 Pillows	Kad dock	33	00
		1 Bureau 5.50 1 W. Stand 103 1 T Set 3.12		10	25
		1 Mirror 1.44 1 Bedstead 7.38 1 Hair do		8	82
		2 Sheets 2 Blankets 1 Counterpane 1 Pillow	Kad dock	7	62
		17 Yds Carpet 37 6.29	Kad dock	6	29
	105	1 Matt 40.80 7 Yds 67 4.69	Kad dock	45	49
	77	1 Bedstead Sp Matt Hair do 2 Sheets 2 Blankets 1 Counterpane 1 Counterpane 2 Pillows	Kad dock	19	00
				246	06
				\$	422 03

Ant. Brought forward \$422. 05

Room	77	1 W Stand 110	1 T. Set 1.28	Mirror 1.50	3	88	
		1 Stand 81	1 Chair 65	7 3/4 Yds Carpet 41	4	63	Haddock
	76	1 Bedstead	1 Sp. Matt	1 Hair do 2 Sheets			
		1 Comforter	1 Blanket	1 Counterpane	14	25	Smith
		1 W Stand		Haddock	1	00	
		1 Toilet Set		Smith	1	25	
		2 1/4 Yds Carpet 32 1/2		Haddock	1	72	
	74	1 Bedstead	1 Sp. Matt	1 Hair do 2 Sheets			
		2 Blankets	1 Comforter	1 Counterpane	14	00	Smith
		1 W Stand 85	1 Double T. Set 1.40	1 Stand 81	3	06	
		1 Mirror 38	3 Chairs 38 1/4	2 Curtains 28	2	08	
		12 1/2 Yds Carpet 40		Haddock	5	00	
	72	1 Bedstead	1 Sp. Matt	1 Hair do 2 Blankets			
		1 Sheet	1 Counterpane	2 Pillows	19	00	Haddock
		1 Mirror 1.94	1 W Stand 1.15	1 T. Set 1.10	4	19	
		Stand 63	2 Chairs 90 1/2	15 Yds Carpet 40	8	43	600
	70	1 Bedstead	1 Sp. Matt	1 Hair do Sheet	2		
		2 Blankets	1 Counterpane	2 Pillows	19	50	
		1 W Stand 1.28	1 T. Set 90	1 Chair 25	2	43	
		1 Mirror 52	10 Yds Carpet 40		4	52	Haddock
	68	1 Bedstead	1 Sp. Matt	2 Hair do 2 Sheets			
		4 Blankets	1 Comforter	1 Counterpane			
		2 Pillows	1 Mosquito bar	Haddock	30	00	
		1 Ward Robe 475	1 W Stand 120	1 T. Set 2.10	8	05	
		1 Lounger Pillow 3.00	1 Stand 1.10		4	10	
		4 Chairs 75 3/4	1 Stone & Pease 4.80		7	80	
		1 Bureau 4.00	1 Mirror 80	3 Curtains 37 1/4	5	91	
		17 Yds Carpet 39 1/2		Haddock	6	63	
	67	1 Bedstead	1 Sp. Matt	1 Hair do 2 Sheets			
		1 Comforter	2 Pillows	1 Counterpane	18	50	
		1 Bedstead No 2	1 Sp. Matt	1 Hair do 2 Sheets			
		1 Counterpane	2 Pillows	Haddock	19	00	
					212	93	
					\$ 634	96	

Just brought forward

\$634.96

Room	by	3 Curtains 28 ⁸⁴ 1 W. Stand 125	2 09	
		2 Toilet Sets 2 ⁰⁰ 1 Mirror 1.45	3 45	
		1 Stand 85 14 ³⁴ Yds Carpet 39 ⁵⁷⁵ Haddock	6 60	
	by	1 Bedstead 1 Sp Matt 1 Hair do 2 Sheets		
		2 Blankets 1 Counterpane 2 Pillows	20 00	
		1 Wash Stand Haddock	1 25	
		1 Toilet Set Sunk	1 00	
		1 Mirror 1.25 2 Stands 85 ¹⁷⁰ 1 Hair 70	3 65	
		11 Yds Carpet 36 ³⁹⁶ 1 Curtain 25 Haddock	4 21	
	by	1 Bedstead 1 Sp Matt. Hair do 2 Sheets		
		2 Blankets 1 Counterpane 2 Pillows	19 50	
		1 W. Stand 1.10 1 T. Set 1.05 1 Stand 80	2 95	
		1 Mirror 1.10 2 Chairs 86 ¹²⁰ 1 Curtain 32	2 62	
34		12 ³⁴ Yds Carpet 40 ⁵¹⁰ Haddock	5 10	
	by	1 Bedstead No 1 1 Sp Matt 1 Hair do 2 Sheets		
		4 Blankets 1 Counterpane 2 Pillows	23 00	
		1 Bedstead No 2, 1 Sp Matt. 1 Hair do 2 Sheets		
		2 Blankets 1 Counterpane 2 Pillows	19 50	
		1 Mirror 1.30 1 W. Stand 125 1 T. Set 1.81	4 36	
		1 Stand 85 3 Chairs 47 ¹⁴¹ 2 Curtains 26 ⁵²	2 78	
		15 Yds Carpet 40 ⁶⁰⁰ Haddock	6 00	
	by	1 Bedstead 1 Sp Matt. 1 Hair do 1 Sheet		
		2 Blankets 1 Counterpane 1 Counterpane		
		2 Pillows Haddock	19 50	
		1 W. Stand 1.55 1 T. Set 1.28 1 Stand 88	3 71	
		3 Chairs 56 ¹⁵⁸ 1 Mirror 1.30	2 98	
		8 ³⁴ Yds Carpet 37 Haddock	3 14	
53		1 St. 1 Matt. 1 Blanket. 2 Sheets.		
		1 Pillow 1 Counterpane 1 Spec	8 00	
51		1 Bedstead 1 Sp Matt. 1 Hair do 1 Sheet		
		1 Counterpane 2 Pillows Haddock	15 50	
			180 89	
			\$815 85	

W. brought forward

\$ 815.85

Room	51	1 W. Stand 81	1 J. Selt 85	1 Mirror 37	2	03	
		1 Stand 78	2 Chairs 81	1 ⁶² Curtain 28	2	88	
		12 1/4 Yds Carpet 36	4 ⁵⁰	Haddock	4	50	
	49	1 Bedstead No. 1	1 Sp. Matts	Hair do			
		2 Sheets	2 Blankets	1 Counterpane			
		2 Pillows	Haddock		20	00	
		1 Bedstead No. 2	1 Sp. Matts	1 Hair do			
		2 Sheets	2 Blankets	1 Counterpane			
		2 Pillows	Haddock		20	00	
		1 Stand 1.10	1 Oak J. Selt	1 ⁹⁰ Mirror 155	3	55	
		2 Chairs 38	7 ^{1/2}	Yds Carpet 40	6	86	
		2 Curtains 25	50	Haddock		50	
	156	1 Bedstead	1 Sp. Matt	Hair do	1 Sheet		
		2 Blankets	1 Counterpane	2 Pillows		18	50
		Wash Stand	Haddock		1	20	
		1 Toilet Selt	Roberts		1	00	
		1 Mirror 1.25	2 Chairs 4	1 ⁰⁰ 8 1/2 Yds Carpet 32	4	97	
		1 Curtain	Haddock			10	
	155	1 Bedstead	1 Sp. Matt	Hair do	1 Sheet		
		2 Blankets	1 Counterpane	2 Pillows	7 ⁵⁰	19	00
		1 W. Stand 95	1 Oak J. Selt	1 ⁴⁰ Mirror 85	3	20	
		4 Chairs 35	1 ⁴⁰ 1 Table 2.15	2 Curtains 15	3	85	
		15 3/4 Yds Carpet 21	3.31	Haddock	3	31	
	154	1 Bedstead	1 Sp. Matts	1 Hair do	2 Sheets		
		2 Blankets	1 Counterpane	2 Pillows		20	50
		1 W. Stand 100	1 J. Selt 80	Mirror 90	2	70	
		1 Stand 95	Haddock			95	
		3 Chairs 45	1.35	J. Speer	1	35	
		12 1/2 Yds Carpet 41	5.12	2 Curtains 25	5	62	
	151	7 1/3 Yds Carpet 45	Haddock		3	37	
	152	17 1/3 " "	4.2	1 Stone & pipe 4.60	11	88	
	153	1 Bedstead	1 Sp. Matt.	Hair do	2 Blankets	2	00
		1 Counterpane	Mr. Par.	Haddock			
					26	00	188 62
							100 44 47

No.	Room	Item	Price	Total
153	Room	1 W. Stand	1.35	
		1 S. Lelt	1.40	
		1 W. Lobe	4.87	7 62
		1 Mirror	1.25	
		2 Curtains	28.50	
		2 Chairs	85	2 69
		10 1/2 Yds Carpet	35.30	
		Haddock		3 67
48		1 Bedstead	1 Sp. Matt. Hair do	2 Sheets
		4 Blankets	1 Counterpane	Haddock
		1 W. Stand	3.40	
		1 S. Lelt	1.10	
		1 Stove & pipe	5.10	9 60
		1 Bureau	5.00	
		1 Mirror	3.78	
		14 Yds Carpet	35.85	15 43
		2 Chairs	2.40	
		Haddock	4.80	4 80
50		Bedstead	Sp. Matt. Hair do	2 Sheets
		4 Blankets	1 Counterpane	2 Pillows
		1 W. Stand	1.35	
		1 S. Lelt	1.40	
		1 Stand	50	3 25
		1 Mirror	1.40	
		3 Chairs	90	2 30
		12 Yds Carpet	36	
		Haddock		4 32
57		Bedstead	1 Sp. Matt. 1 Hair do	2 Sheets
		2 Blankets	1 Counterpane	1 Bolster
		2 Pillows	Haddock	
		1 Wardrobe	13.50	
		2 Sheets	1 Blanket	
		1 Counterpane	1 Pillow	for Haddock
		1 W. Stand	1.25	
		1 Bed S. Lelt	2.10	3 35
		10 1/4 Yds Carpet	35.30	
		Haddock		3 08
52		1 Mirror	8.50	
		1 Bureau	5.00	
		1 Stove & pipe	5.00	18 50
		1 W. top Table	6.75	
		18 Yds Carpet	43.00	
		Haddock		13 63
56		Bedstead	Sp. Matt. Hair do	Sheet
		2 Blankets	1 Counterpane	2 Pillows
		1 Bureau	3.62	
		4 Chairs	52	
		Stand	1.15	6 85
		1 S. Lelt	1.10	
		1 Stand	1.20	
		1 Mirror	1.00	3 30
		15 Yds Carpet	40.00	
		Haddock		6 00
55		Bedstead	1 Sp. Matt. Hair do	Bolster
		3 Blankets	1 Counterpane	2 Pillows
		3 Chairs	40	
		1 Stove & pipe	3.87	
		1 Mirror	1.10	6 17
		1 Bureau	3.10	
		1 W. Stand	1.00	
		1 S. Lelt	1.10	5 20
		Stand do	15 3/4	
		Yds Carpet	28.44	
		Haddock		5 01
				237 64
				1242 11

Sub. brought forward. . . . \$1242. 11

Room	54	Bedstead Spl. Matt. Hair do 2 Sheets 3 Blankets Counterpane 2 Pillows Chair 25 W. Stand 75 Mirror 40 T. Sell. 90 Stand 65 8 1/2 Yds Carpet 32 2 1/2 Haddock	16 00 2 30 3 32
	58	Bedstead Spl. Matt. 2 Hair do 2 Sheets 2 Blankets 1 Counterpane 2 Pillows W. Stand 81 T. Sell. 115 5 Yds Carpet 36 1 50	24 00 3 76
	59	Mirror 238 Stand 85 4 Chairs 1.55 620 1 Stove & Pipe 5.10 14 1/4 Yds Carpet 51 7 27	9 43 12 37
	60	Bedstead Spl. Matt. Hair do 2 Sheets 2 Blankets 1 Counterpane 2 Pillows 1 W. Stand 3.10 1 T. Sell. 1.40 1 Mirror 1.40 1 Stand 1.00 2 Chairs 1.00 2 1/4 Yds Carpet 37 5 35	20 50 5 90 8 35
37.	64	Bedstead Spl. Matt. Hair do 2 Sheets 2 Blankets 1 Counterpane 2 Pillows W. Stand 1.20 T. Sell. 1.50 Mirror 1.10 Stand 90 2 Chairs 65 1 30 15 Yds Carpet 38 5 40	20 50 3 80 7 60
	65	Bedstead Spl. Matt. Hair do 2 Sheets 4 Blankets 1 Counterpane 2 Pillows 1 Stove & Pipe. Haddock B. 1 Stand Roberts 5 3/4 Yds Carpet 30 4 72 1 T. Sell. 115	23 50 4 75 9 00 5 88
	71	1 Bedstead 1 Spl. Matt. Hair do 2 Sheets 2 Blankets 1 Counterpane 2 Pillows W. Stand 1.30 T. Sell. 1.20 Stand 90 Hair 45 10 1/2 Yds Carpet 39 4 00 3 Chairs 56 112	19 50 4 85 5 12
	73	Bedstead Spl. Matt. Hair do 4 Blankets 1 Counterpane 2 Pillows Haddock W. Stand 1.00 T. Sell. 1.30 Mirror 1.55 Stand 100 2 Chairs 50 100 10 1/2 Yds Carpet 18 1 89	21 50 4 55 2 89
	75	Bedstead W. 1 Spl. Matt. Hair do 2 2 Sheets 2 Blankets Counterpane Comf. 2 Pillows Haddock	21 50 260 87 \$1302 98

Ans. Brought forward \$1502.98

Room	75	Bedstead Spr Matt. Hair do Sheets	
		4 Blankets Counterpane Haddock	22 50
		W Stand 1.10 Gbl 7.50 Lett 200 Mirror 1.50	4 60
		3 Chairs 30 1.50 Stand 1.25 16 1/4 Yds Carpet 5.85	8 60
	63	Bedstead Spr Matt 2 Hair do 2 Sheets	
		2 Blankets 2 Pillows Counterpane	26 50
		M. Stand 1.25 Gbl 7.50 Lett 2.25 Stand 95	4 45
		Mirror 1.25 Stove & pipe 5.37 Bureau 7.25	13 87
		Wardrobe 2.75 Chair 50 21 Yds Carpet 8.40	11 71
Front Hall	2	Chairs 2 1/2 4.25 1 Stand 1.35 Haddock	5 60

2nd floor north end

Room	47	Bedstead Spr Matt 2 Hair do 4 Blankets	
		Counterpane Bolster 3 pillows Haddock	37 50
		Bureau 9.50 W Stand 12.50 Haddock	22 00
		Mirror Boardman	13 00
		W Stand 4.25 Gbl 7.50 Lett 1.62 25 Yds Carpet 13.75	19 62
		Wardrobe 4.25 Stove & pipe 4.25 Haddock	8 50
	44	Bedstead Spr Matt. Hair do 2 Sheets	
		3 Blankets 1 Counterpane 2 Pillows W Chair	28 50
		1 Mirror 2.63 Stand 1.81 Haddock	4 44
		W Stand 1 Sprer	1 20
		Gbl 7.50 Lett 1.27 14 1/4 Yds Carpet 6.13	7 40
		1 W. Top. Table H. Smith	20 00
	45	Bedstead Spr Matt. 2 Hair do 2 Sheets	
		4 Blankets 1 Counterpane 2 Pillows	
		1 Bolster Haddock	32 00
		1 lg Table 3.25 Mirror 7.75 Stove & pipe 5.00	16 00
		Sofa 7.50 W Stand 3.75 Gbl 7.50 Lett 2.62	13 87
		3 Chairs 2.25 6.75 22 1/2 Yds Carpet 12.05	19 80
	43	Bedstead Spr Matt. 2 Hair do 2 Sheets	
		Counterpane 4 Blankets Counterpane	
		2 Pillows 1 Bolster Haddock	34 50

3 1/6 16
\$1879 14

Amount brought forward		1879	14
Amount Sale made Oct 26 1860 per			
Account Sales rendered		1359	25
Debit to 7 Mattresses ea 50 Haddock		3	50
Sold July 18. 1860			
Room 46	1 Mirror 13.00 Bureau 6.50 ^{3.00} Stools 24	50	
	Sofa 17.00 23 3/4 yds Carpet 22	5.22	22 22
	2 W Chairs 2.12 4.24 Haddock	4	24
			50 96
			3292 85
By error in footing			1 65
			\$ 3291 20

39.

Recd Payment of Order of Haddock
in full for the above Furniture he having taken
by consent of parties all the bids of the other
persons than himself by purchase of them
Chicago Nov 15. 1860 J. Kimball

And thereupon afterwards to wit; on the said
31st day of May in the year aforesaid the said
Complainant sued out of the Court aforesaid
and under the Seal thereof, the people's
writ of Summons directed to the Coroner
of Cook County to execute & clothe in
the words & figures following to wit:

Chancery Summons. Cook County Circuit Court
~~State of Illinois~~
County of Cook } S.D.

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The people of the State of Illinois, to
the Coroner of said County - Greeting:
We command you that you Summon Thomas
Speer, assignee of Isaac Speer, Isaac Speer,
and John A. Wilson, if they shall be found in
your County, personally to be and appear before
the Circuit Court of Cook County on the first
day of the next term thereof, to be holden at
the Court House, in Chicago, in said County
of Cook on the Third Monday of June next
to answer unto Benjamin H. Munier in his
Certain Bill of Complaint filed in the said Court,
on the Chancery Side thereof.

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

Witness William L. Church Clerk of our said

Court and the Seal thereof at Chicago, aforesaid
this Thirtyfirst day of May A.D. 1861.
Seals Wm L Church Clerk

To Return Indorsed.

And afterwards to wit: on the 18th day of
November in the year aforesaid the said Defendant
^{Thos. Speer} filed in the Court aforesaid his Certain Answer
to said Complainants said Bill of Complaint
in the words & figures following to wit:

Answers

H1

The Separate Answer Thomas Speer one of the
Defendants to the Bill of Benjamin H. Minner
Complainant filed in the Cook County Court in
Chancery against him & other Defendants,

This Defendant saving all benefit of Exception in
the Complainants said Bill for answer thereto or to so
much thereof as are material or necessary for him
to make answer unto, answer and says he admits
the Complainant to be in possession of the "Metropolitan
Hotel" described in said bill which he occupies as a
Hotel for the entertainment of Travelers and guests,
and at that time & still has a large number of
guests and boarders in said Hotel and who are
lodged and fed therein, and that the furniture and
fixtures described in said Bill are in daily and
hourly use for the convenience and comfort of his

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Guests staying in said Hotel as alleged in his said
bill of Complaint. This Defendant answering also
admits said Complainant is in possession of said
Hotel under a lease as sole lessee thereof from
year to year: but he says, he has no knowledge
except from the Complainant's bill, and therefore can
not admit or deny he purchased on the 9 day of
November 1860 or at any other time, at public sale
under & by Virtue of a certain Mortgage deed made
by one A L Gates to one B H Haddock dated May
31. 1859. all or any of the goods Chattels and personal
effects described in the Schedule marked Exhibit
"A" in the Complainant's said bill mentioned: and
upon information & belief this Defendant says, he
denies that the said Complainant did pay therefor
the sum of Twenty Six hundred & Seventy four ²⁵/₁₀₀ Dollars
to said Haddock as alleged in his said bill, and
this Defendant charges that if said Complainant did
make any such purchase & payment, the same were
made with notice at the time of ~~such~~ such purchase
& payment of the prior equitable claim herein after
mentioned of this defendant to the said goods and
Chattels, and that said Complainant's purchase
was made for the purpose & intent to hinder
delay & defraud this Defendant out of his fair
claim & lien upon said goods & chattels at that
time and that the same were replevied from the
defendant by the said Gates and that a suit

was then pending in Said Circuit Court for
 the trial of Said Suit. This defendant answering
 admits & so states the fact to be, that long before
 & at the time of the alleged purchase & sale the
 Complainant was in possession of said goods &
 Chattels & that no change of said possession was
 then or since said pretended sale made of said
 goods & chattels. This Def^t further says & so states
 the fact to be, that said A L Gates before and at
 the time he pretended to mortgage said goods &
 Chattels to said B F Haddock was not the general
 or real owner of said goods & chattels, but the same
 were the property & effects of Messrs. Calvin Goodman
 & Jerome W. Mason then being partners in business,
 in keeping said Hotel and are still the owners of
 said goods & chattels, as the said Haddock well knew
 at the time he took his said Mortgage of said Gates,
 and the said Gates Goodman Mason & Haddock then &
 there combined & confederated together in the making of said
 Mortgage by Gates to Haddock for the purpose & intent to
 hinder, delay & defraud this Defendant and his co-defendant
 Isaac Speer to cheat and defraud them out of their claim
 upon said goods & Chattels for the payment of Rents due
 them from said Goodman & Mason as herein after stated
 and as evidence of such purpose & intent, this Defendant
 states & shows the fact to be, that his said Co-Defendant
 Isaac Speer on the 1st day of July 1856 being the owner
 of said Hotel leased & leased the same to the said

Goodman & Mason for the term of ten Years then agreed they
 to pay rent therefor the sum of Eleven Thousand dollars
 yearly in four equal payments on the first days of
 October, January, April & July the next and so on in each
 year during said term, and also the said Isaac Speer.
 then there, to wit, on the said first of July 1856 demised
 two Rooms in the lower Story of said Hotel building, to said
 Goodman & Mason one for five Years & the other for six Years
 then next for which they promised to pay said Isaac Speer
 as rent the sum of Eight Hundred dollars a Year for each
 one of said rooms in four equal quarterly yearly payments
 on the first days of said October, January, April & July of each
 year of said terms, as by said lease on reference thereto,
 when produced will appear. And this defendant further
 says & so states the fact to be that said Goodman & Mason
 took possession of said demised premises & continued in
 possession of the same down to the 31 May 1859 as tenants
 thereof, and in the mean time they rented of said Isaac
 Speer, to wit, on the first of June 1857 the Saloon
 room in the lower Story of said Hotel building of
 \$2,500 a year for nine Years payable in equal quarterly
 yearly payments on the first days of September, December,
 March & June in each Year thereafter during said term
 of nine Years then next as by said lease will appear.
 And this defendant avers said Goodman & Mason entered
 into the possession of said demised premises on the days
 of the dates of said several leases, as tenants of said
 Isaac Speer, who afterwards, to wit, on the 18 October

HH

A.O. 1857. by deed of Conveyance of that date sold assigned
and transferred all his real & personal estate & effects into
this defendant for a valuable Consideration - in trust for the
benefit of his Creditors which deed & trust was accepted
by this defendant and duly filed & recorded in the Recorder
office of this County as required by law; as by reference
to said deed will appear - whereby said Goodman & Mason
became the tenants of this defendant and bound to pay
their rents to him as they became due & payable.
And this Defendant says afterwards, to wit, on the 20
March 1858 there was then & there rents due & in arrear
to him from the said Goodman & Mason upon said lease
of the Hotel part of said building for about \$7893.⁸⁴/₁₀₀
and they being unwilling to pay the same, he then
& there issued his landlords warrant for said amount
of Rent, which he directed to the Sheriff or his deputy
or any Constable authorising & requesting one of them
to distrain the goods and Chattels of said Goodman & Mason
sufficient to pay said Rent due on said lease, and
George Anderson deputy of John L. Wilson Sheriff of said
County then & there by virtue of said Warrant levied
the same upon certain goods & Chattels of said
Goodman & Mason then in their possession in said
Hotel, and described in the inventory of said goods
& Chattels annexed to, and return with said Warrant to
the Clerk of this Circuit Court according to law wherein
such proceedings were had on said Goodman & Mason
being duly summoned, that said Circuit Court afterwards

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to-wit: on the 27 July 1858 the Court on Consideration found there was rent then due & in arrears to this Defendant from said Goodman & Mason on the lease of said Hotel, to-wit. the sum of \$6,609 ²⁴/₁₀₀ and so assessed the same and had the same entered of Records of said Court with judgment for his Costs in that behalf expended as by reference to the records & proceedings on file in said Court will appear. And this Defendant further says that one Augustus L. Gates on 9 April 1858 sued out of said Circuit Court a writ of Replevin against this Defendant for the recovery of the said goods & chattels so levied upon as aforesaid, and the same were then & there replevied from him & the said Sheriff by George P. Hanson Coroner of said County and the said goods & chattels were then & there by said Coroner delivered over to the said Gates on his giving bond and security to the Coroner in the penal sum of \$15,800, conditioned as required by law, which bond was signed by Gates as well as by Levi J. North, Joseph Smith & Horatio A. Keald as his securities - and that such proceedings were had in said Replevin Suit, that afterwards, to-wit. on 24 May 1861 in said Circuit Court and the issues in said Cause was duly tried before the Court & a jury and the jury found the issues for this Defendant, to-wit. that the goods and chattels so levied upon & replevied as aforesaid were not the property of said Augustus L. Gates - but were the property goods &

Chattels of said Goodman & Mason and subject to said
levy as alleged in this defendants pleas in said action,
and the Court thereon rendered judgment against
said Gates for the return of said goods & Chattels
to this defendant & said Sheriff and also for their
Costs in that behalf expended - all which will more
fully appear by reference to the Record & proceedings
in said Court. — This defendant also states
the fact to be, that said Goodman & Mason, to wit,
on 28 July 1858, were further indebted to him for the
rents due & in arrear on the other leases aforesaid
as follows to wit, \$331.¹³ on one lease, \$1456.²⁵
on another, and \$105.²⁶/₁₀₀ on another & \$105.²⁶/₁₀₀ on
another and for which seems he issued his four
several landlords warrants to Cyrus Keeler Constable
authorizing him to distrain the goods & Chattels and the
same were levied by him upon other goods & Chattels
of the said Goodman & Mason found in their possession
for the several Sums of money aforesaid and he
made inventories of the goods & Chattels of said
Goodman & Mason so levied by him & annexed
the same to each warrant on the 30 July 1858;
and on the next day hereafter the said Cyrus Keeler
as such Constable made out his returns of said
series and filed the said four several warrants
with the inventory annexed to each so levied and
filed the same with the Clerk of the Cook County
Court of Common Pleas & thereupon said Goodman

& Mason were Summoned to appear before said
 Court to answer the premises and such proceedings
 were had on said several warrants Lewis & Wentons,
 that afterwards, to-wit. on the 24 day of December
 1858 that the several sums of money specified in
 said warrants were found due & owing for Rents
 from said Goodman & Mason to this defendant as
 specified in said warrants and ascertained in each
 Case by the Court aforesaid and entered of Record
 in said Court its several findings on each
 warrant the several amounts as aforesaid as by
 reference to the several Records and proceedings on
 each warrant & every on file in said Court will
 more fully & at large appear.

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And this defendant further says, that the said
 Augustus L. Gates, to-wit. on the 5th day of August,
 A.D. 1858. Sued out of the Cook County Circuit
 Court against this defendant (David S. McLean
 & Cyrus Keeler for the recovery of the goods and
 Chattels described in the four last mentioned in-
 ventories annexed to the four last mentioned
 warrants so issued and levied upon the goods
 & Chattels of said Goodman & Mason as aforesaid
 claiming the same to be his Gates property. &
 said Gates then and there executed a Replevin
 bond in the penal sum of \$4,000 - to the Sheriff
 then John L. Wilson, which was also signed by
 the said Benjamin F. Haddock as his security

Conditioned as required by law & after first reciting
 that said goods & chattels were replevied from said
 Defendant and said McKean & Keeler the said Gates
 & Haddock bound themselves to prosecute said writ
 effect & without delay & to return said goods and
 Chattels if return should be awarded by the Court
 to this Defendant - And that such proceedings were
 afterwards in said Action of Replevin, to wit, on
 the 27 day of May A D 1861. by the Consideration
 and Judgment of said Court the said property in said
 Suit mentioned & so levied upon as aforesaid was
 adjudged to be the property of said Goodman & Mason
 liable to such distress as aforesaid and that said
 goods & Chattels be returned to said Defendant & said
 McKean & Keeler to be sold to satisfy the debts in
 said warrants mentioned with interest & costs as
 by said record, warrants, levies and proceedings
 on file in said Circuit Court will on reference
 thereto more fully & at large appear. And
 this Defendant further says he is informed & believes
 and so charges the fact to be, that before and at
 the time of issuing the first writ of Replevin af-
 -oresaid, the said Goodman & Mason, A L Gates &
 B H Haddock combined and conspired together
 for the purpose and intent to hinder delay and
 defraud this Defendant and said Isaac Speer this
 Creditors out of the said debts so due & in arrears
 as aforesaid, and for that fraudulent purpose

And intent the said Goodman & Mason pretended to
 sell & transfer all of the said Goods & Chattels aforesaid
 to the said Gates which was afterwards levied upon
 us aforesaid, and replevied by him as aforesaid and
 on the trial of said Replevin Suits, the said pretended
 Sale was held to be fraudulent and void as against
 said Defendants and the property held subject to
 the payment of said Rents due & in arrear as afore-
 said and ordered to be returned to this Defendant
 in said Replevin Suits, and this Defendant avers
 that the Complainant had notice of the proceedings
 and of the rights of the Defendants in the premises
 aforesaid at the time of his alleged purchase mention-
 ed in his said Bill of Complaint and this Defendant
 says he is advised & relies thereon, that the verdict
 & judgments in the Replevin Suit against aforesaid
 on the title of said Goods and Chattels are conclusive
 against the Complainant's alleged right of property
 in said goods & Chattels - and this Defendant pleads
 the same in bar & estoppel of the Complainant's
 Claim to said goods & Chattels & upon this point
 he prays the judgment of this honorable Court.

And this Defendant says that upon the
 trial of the issues of said Replevin Suits the said
 Complainant & Haddock were present aiding and
 assisting said Gates in the trials and as further
 evidence of the fraudulent purpose & intent of said
 Gates & Haddock, they procured said Levying North

Joseph Smith & Mr. Keald to become Security for said Gates in the first Replevin bond aforesaid by said Gates executing to them a Chattel Mortgage upon the same goods & chattels so levied upon as aforesaid dated May 10 1858 by which the said Gates did sell Convey and Confer unto them, their heirs and assigns, the same goods and chattels so levied upon as aforesaid and the same so Replevied as aforesaid. To have and to hold the same goods & chattels as Security against loss or damage which might arise out of signing the said Replevy bond, and said Gates should have the possession and use of the said goods and Chattels until he should make default in the performance of the Conditions of the said bond and Mortgage by failing to return the said goods and Chattels if a return thereof should be awarded by the Court, and also save and keep them the said Sureties harmless against loss and damage arising from said Replevy bond, or otherwise said Sureties might lawfully take the said goods & chattels wherever found and sell the same at public or private Sale in order to make the money sufficient to pay and satisfy the damages & costs in the premises, as will appear by reference to a copy of said bond & Mortgage for greater Certainty are herewith filed as part of this his answer marked "Exhibit A".

This Defendant further says; that said

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O J Haddock on or about the 31 May 1859 with
 notice of said bond & Mortgage procured from the
 said Gates a Chattel Mortgage of the same goods and
 Chattels to him for an alleged Consideration which
 was not in fact paid by him to said Gates as this
 defendant believes & so charges the fact to be, but
 as this defendant believes & so charges the fact to
 be, that said Mortgage was made by said Gates
 to said Haddock with the fraudulent purpose
 and intent to hinder, delay, and defraud this
 defendant and other Creditors of the said Goodman
 & Mason and received & accepted by said
 Haddock for the fraudulent purpose and intent
 aforesaid, and this defendant says that by reason
 of such fraudulent purpose & intent said Chattel-
 Mortgage to said Haddock was & is void as
 against this defendant and all which the Com-
 -plainant at the time of his alleged purchase
 of said goods & chattels in his bill mentioned had
 notice whereby the pretended Sale to him was
 & is void as against this defendant.

And this defendant says he is informed
 & believes and so states the fact to be, said
 Goodman & Mason on or about the 14 January
 1857 made a Chattel Mortgage to one Francis
 Henson on a part of the said goods & chattels
 described in said levies to secure the payment
 of a note of even date of \$10,000 payable in one

Year with interest at 10 per cent as Collateral Security
 of an indebtedness then existing or might thereafter
 accrue from them to said Benson by bill, note
 Cheque or account. And that on 20th January
 1858, said Goodman & Mason & Gates filed their
 bill in this Circuit Court & obtained an injunction
 restraining John L. Beveridge & M. O. Moss Jr. -
 Assignees of said Benson & Co. from selling said goods
 & Chattels on said Benson Mortgage on the ground
 that said Benson & Kingsbury were justly indebted to
 them the said Goodman & Mason in the sum of \$2,500 over
 & above all set off & discounts against them, which bill
 was sworn to by said Goodman & that said Benson,
 Kingsbury & their said Assignees were made parties to
 said Bill - and although duly notified, has never answer-
 -ed said Bill, and this defendant further says, that said
 P. J. Haddock afterwards, to wit, on 23 September 1859
 filed what he called a Cross bill, setting forth said
 Benson Mortgage and a note of Goodman & Masons
 given to Benson before his assignment & indorsed by him
 and claimed by said Haddock to be ~~secured~~ ^{secured} by
 said Benson Mortgage. & praying that said Mortgage
 property might be sold to pay him the amount of
 said indorsed note of \$2,000 & interest - That Benson
 Kingsbury, Goodman, Mason & Gates, Beveridge & Moss
 made depts & Benson Beveridge & Moss answered
 this Cross bill jointly - admitting the allegations of
 the Cross bill and also stipulating that said Haddock,

Should have a decree for the sale of so much of said Mortgage property as would pay said Haddock the amount of said note of \$2,000. with interest without costs and also to pay Brewster & Moss \$300 with two per cent interest - and such decree was accordingly made March 20 1860 and under which said decree the goods & chattels were advertised & sold November 26, 1860 which are described in the Exhibit A or B as alleged and pretended in the Complainant's said bill of Complaint to the amount of \$3291:20 as will more fully & at large appear by reference had to the Report Record and Proceedings had in said Chancery Suits on file with the Clerk of this Court.

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And this Defendant says. he is informed and believes & so charges the fact to be. that the said Croft Bill and the proceedings thereon and the decree and sale of the goods & chattels to the Complainant as alleged in his said Bill were all and every part and parcel of said proceedings - had made, contrived, concocted of Malice fraud Coven. Collusion or guile to the intent or purpose to delay, hinder, or defraud this Defendant & other Creditors of the said Goodman & Mason of their just and lawful actions suits debts, rents & demands that said decree was not obtained in good faith & bona fide, but was fraudulent & effected in truth to protect the goods & chattels and to defeat the levies of the several writs & warrants caused

to be levied by this defendant upon said goods & chattels
for the rents due from said Goodman & Mason to this
Defendant the assignee of Isaac Speer of said Real
Estate, and for the fraudulent purpose and intent to
protect said goods & chattels from said levies of said Wicks
warrants and to keep them in said Metropolitan Note
for the use of said Haddock Goodman Mason &
Gates or some one or more of them and to cheat and
defraud this Defendant & other Creditors of the said Goodman
& Mason, out of his just demands in this answer
mentioned against said Goodman and Mason. And
this Defendant on information & belief further says
that the said Note of Goodman & Mason dated -
August 12. 1857 for \$2000 payable in sixty days
after date and indorsed to said Haddock by said
Benson, was indorsed & delivered to said Haddock
after said note had become due & payable and
without the payment of any good or valuable
Consideration therefor paid by said Haddock to said
Benson or others with notice of the defence set
up by said Goodman & Mason in their said Bill
of Complaint (mentioned) and which the said ~~Bill~~
~~of Complaint~~ Defendants to said Bill refused to
make answer thereto. until after said Haddock
filed his alleged Cross Bill setting up said note &
Chattel Mortgage to foreclose the same - whereupon
said Goodman Mason Gates Beveridge & Moss -
answered said Cross bill, stipulated & consented

to the decree aforesaid by a previous Combination & Collusion to have such decree & Sale as would defraud this Defendant out of his said Claims for the Rent of said Hotel. Ever since the organization & Combination aforesaid to wrong & injure this Defendant and to defraud him as aforesaid - as by reference to the Records & Proceedings aforesaid will show, and this Defendant insists that said decree and sale of said goods & chattels so made as aforesaid are fraudulent & wholly void as against him.

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And the said Defendant on information & belief says that the said Haddock Note of \$2000 aforesaid formed no part of the indebtedness described in said Olmson Mortgage which was fully paid and satisfied - before before said Haddock filed his said Bill to foreclose the Mortgage.

And the said Defendant answering says that he expressly denies that the said Complainant has paid to the said P F Haddock the said sum of \$2674.²⁵/₁₀₀ for the alleged purchase of said goods & Chattels in "Exhibit A" as expressly alleged in his said Bill, and he denies that said Haddock by his pretended sale of said goods & Chattels could convey any right of property therein to the said Complainant. The right title of said goods & Chattels then & there being & belonging to the said Goodman & Mason and not the goods and Chattels of the said Gates or said Haddock then or at any other

time, and this the said Complainant well knew at the time of the said pretended sale thereof, and that such sale was made for the purpose and intent to further hinder, delay & defraud this said defendant, Speer, and the creditors of said Isaac Speer, and he insists that such pretended sale is absolutely null & void.

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This defendant answering, says he admits said goods & chattels are now & have been since 1857, in the daily use of said Hotel and the guests therein, which the Complainant, can not well do without their use in his business, and he also also admits that he claimed & still claims the right of said Nelson as deputy Sheriff to sell said goods & chattels to satisfy and pay the rents interests & costs, so certified by the Circuit Court as due & unpaid under & by virtue of said process aforesaid and under & by virtue of the order & direction of the said Circuit Court directed to the Sheriff of said County requiring him to proceed to sell said goods & chattels sufficient to pay & satisfy said rents interest and costs according to law, the said goods & chattels at the time of said process and still are the property of the said Goodman & Mason and subject to be sold to pay said rents interest & costs of suits. And this defendant says that he expressly claims that his said claims are in all or any respect subject and subsequent to said Complainant's and said Haddock's as unlawfully alleged in his several bills of Complaint, but upon the contrary through

This Defendant says & so insists that said goods & Chattels are the property of said Goodman & Mason and never were the property of said Gates under whom the Complainant & Haddock claim title thereto - And that the decision upon that point by the said Circuit Court in said Replevin Suits are final and conclusive against the said Gates and those claiming under him.

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This Defendant answering admits he & said Nelson the Deputy of A. Messing Sheriff of said County are acting under and by virtue of the orders and precepts of the said Circuit Court duly issued on the judgments of said Court in the said Replevin Suits to the Sheriff of said County directing him to advertise & sell said goods and Chattels according to law or so much thereof as will pay and satisfy the debts so found due & unpaid as aforesaid with interest & costs, and he insists such sale should be allowed to proceed without further delay. This Defendant further answering says, that he admits he can not readily pay all his debts at this time, but he denies that he is worthless.

This Defendant further says, he is married and believes the fact to be, that the said Complainant has not by his said Bill and proceedings herein shown himself entitled to any relief in a Court of Chancery as against the said Defendants.

and upon this point he prays the judgment of
this Honorable Court and that said bill of complaint
may be dismissed with costs & charges.

And this defendant answering says he
denies all fraud &c. charged in said bill having
fully answered, prays hence to be dismissed with
his costs & charges expended in his defence &c.

Subscribed & sworn to Thos. Speer.
before me this 18th Nov. 1841

Wm L. Church, A. M.

Jesse B. Thomas

Solicitor General for Thos. Speer Deft.

"Exhibit A"

A. L. Gates To H. M. Heald et al

This Indenture made and entered into
this 10th day of May in the year of our Lord One
Thousand Eight Hundred & Fifty Nine. Between
Augustus L. Gates of the City of Chicago in the
County of Cook and State of Illinois Party of the
first part and Horatio M. Heald Joseph Smith
and Levi J. Worth of the same place party of the
second part. Witnesseth that the said party of the
first part for and in consideration of the sum of
one dollar in hand paid the (Receipt whereof is
hereby acknowledged) does hereby grant, sell, convey
and confirm unto the said party of the second
part his heirs and assigns forever all and singular
the following described goods and chattels, to wit,

All the furniture of and now contained in the Building known as the Metropolitan Hotel situated on the South West Corner of Randolph and Mills Streets in the said City of Chicago a Schedule of which said goods and chattels is hereby subjoined Marked "A"

60 Together with all and singular the appurtenances thereto belonging or in any wise appertaining to have and to hold the above described goods and chattels unto the said party of the second part their heirs and assigns for ever. Provided always and these presents are upon this express condition that if the said Augustus Gates heirs Executors Administrators or assigns shall well and truly save and keep harmless the said parties of the second part their heirs Executors and Administrators from the payment of a certain Replevin bond made and executed by said Gates and by said parties of the second part as sureties to George P. Hansen Coroner of said County a copy of which is hereto annexed Marked "B" or any part thereof or any sum or sums of money costs or charges in respect thereto, that then and from thenceforth these presents and everything herein contained shall cease and be null and void. Anything herein contained to the contrary notwithstanding. Provided also that the said Augustus Gates his heirs and assigns may obtain the possession

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of and have the use of said goods and Chattels and
also at his own Expense to keep said goods and
Chattels until he shall make default in the perfor-
mance hereof and provided also that if default-
shall be made by said Gates in the performance
of the Condition and Covenant hereinbefore expressed
by suffering a judgment to be recovered against
the said Parties of the Second part by said Hauser
or his Assigns on said bond after due notice of
the pendency of a suit against them thereon shall
be by said Parties of the Second part given to said
Gates then upon the rendition of such judgment
against them the said Parties of the Second
part their heirs Executors attorney agent
Assigns or Administrators shall have the right
to take possession of said goods and Chattels
wherever the same may or can be found, and
sell the same at Public or private Sale to
the higher bidder for cash in hand after giving
ten days notice of the time and place of said
Sale together with a description of the goods &
Chattels to be sold by at least three adver-
tisements posted up in public places in the vicinity
where said Sale is to take place and proceed
to make the sum of money legally due and
payable on said bond together with all reasonable
Costs Charges and Expenses for so doing, and if
there be any surplus shall pay the same without

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delay to the said party of the first part or his legal
Representatives.

In testimony whereof the said party of the
first part has hereunto set his hand and affixed
his seal the day and year first herein written
Augustus L. Gates. (Seal)

State of Illinois

Clark County ss. I Lewis H. Davis a Justice
of the Peace in and for said County do hereby
Certify that this Mortgage was duly acknowledged
before me by the above named Augustus Gates
this 17th day of May A.D. 1859

Lewis H. Davis (Seal)

Schedule "A" referred to in foregoing Mortgage
Inventory of the Furniture Ware Plate Crockery
Linens Utensils Fixtures &c of the Metropolitan
Hotel.

175 Bedsteads
125 Washstands
125 Dressing table
24 Doz Maple Chairs
13 " Dining Room Dr.
Parlor Furniture
Reception Room do
1 Rose Wood Chairs
20 Bureaus
20 Rocking Chairs

Office Furniture

20 Tile

Saloon do

40 Chamber Stoves & Pipes

2 Parlor do do

2 Office do do

1 Kitchen do do

Dining Room tables

Steam Works through the house the Dining Hall

Saloon Living Room Hall Stove &c

Office & Saloon Counters

5 Parlor Mirrors

153 Chambers do

Drinks in Office

20 in private office

New Parlor Furniture

Gas fixtures above office

do in Saloon

Window Curtains & Fixtures

do do in Saloon

210 Hair Mattresses

25 Rugs do

419 Pillows & Bolsters

131 Spring Beds 200 Linen sheets

400 Cotton do 600 towels

200 Damask Tablecloths

200 Linen Pillow Cases

400 Cotton do

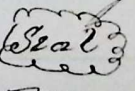
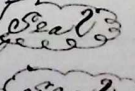
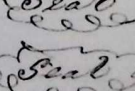
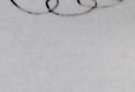
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160 Do. Whitney Blankets	6 Locks
30 " Bath do	Dining Room (Crockery)
194 Countertops	Pantry Room do
40 Pocket Quilts	Kitchen do
Table Silver, including	Saloon do
30 Milk Pitchers	Chamber do
13 Basters	Washing Room furniture
6 Ladle Baskets	Drying do do
2 2 qt. Pitchers	Water filters
2 Trays for do	Cream freezers
13 Doz table Spoons	Scales in Stone
16 " Tea do	Ice Box
13 " Forks do	Safe
3 Sugar Bowls	New Parlor furniture including
3 " Butter Knives	Sofas & 4 Chairs & 2
4 " Salt Spoons	Carpets in Parlor & Chamber
Table Cutlery	Halls & on Stairs
Kitchen Furniture	Oil Cloth on Hall floors
Cooking Utensils	12 Ward Robes
Dining Room Furniture	1 Hong
1 Letter Press	Cards, Envelopes & Hall
200 Lithographs of House	Stationary Wood Boxes in Chamber
	Embossed & Damask table Covers

Schedule **B** (referred to in foregoing Mortgage)
 Know all men by these presents that we
 Augustus L. Yates, Levi Worth, Jacob Smith and
 Horatio W. Keald, are here jointly bound unto

George Hanson Coroner of the County of Cook in the
State of Illinois and to his Successors in office Executors
administrators & assigns in the full Sum of fifteen
Thousand Eight Hundred Dollars lawful money of the United
States for the payment of which Sum we do hereby we
do hereby jointly and severally bind ourselves our heirs
Executors & administrators. The Condition of this
obligation is such that whereas on the Ninth day
of April in the year of our Lord one Thousand Eight
Hundred & fifty eight the said Augustus L Gates sued
out of the Circuit Court of Cook County a writ of
Replevin against Thomas Sperr assignee of Isaac
Sperr defendant, for the recovery of the following
described goods and Chattels Property In the sub-
joined Inventory enumerated being the Furniture
goods and Chattels now contained in and belonging
or appertaining to the Metropolitan ^{Hotel} of Chicago Cook
County aforesaid. Now if the said Augustus
L Gates plaintiff shall prosecute his said Suit
to effect and without delay and make return of
the said property if return thereof shall be awarded
and save & keep harmless the said Coroner in
replevying the said property then this obligation to
be void otherwise to remain in full force and
effect. Witness our hands and Seal this - day
of April A.D. 1858,

Witness
R. E. Wells

A. L. Gates 
Levi J. North 
Joseph Smith 
Horatio N. Heath 

And thereupon afterwards, to-wit: on the 13th day) of December in the year last aforesaid the said Complainant by his said Solicitors, filed in the Court aforesaid in said Case his Certain Replication in the words & figures following to-wit:

Replication

This Replication of Benjamin A. Skinner Complainant to the Answer of Thomas Speer in Chancery in the Circuit Court for Cook County Illinois.

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This Replicant saving and preserving unto himself all and all manner of advantages of Exception to the manifold insufficiencies of the said Answer. for Replication herewith saith that he will over and prove his said Bill to be true and sufficient in the law to be answered unto, and that the said answer of the said Defendant is uncertain, untrue, and insufficient to be replied unto by this Replicant.

Without this that any other matter or thing whatsoever in the said Answer contained material or effectual in the law to be replied unto Confessed and avoided, traversed or denied is true: All which matters & things this Replicant is, and will be, ready to over and prove as this Honorable Court shall direct, and humbly prays as in and by his said Bill he hath already prayed.

Waite & Towne Replicants Sols.

And afterwards to wit: on the first day of April
A.D. 1862. and of the March terms of said Court the
following. Among other proceedings in said Court,
were had and entered of record in said Cause,
to wit:

Benjamin A. Skinner

vs

Thomas Spear, Assignee of Isaac Spear

Isaac Spear and John Nelson

Bill for Injunction &c.

This day came the Court.

67 Plaintiff and Defendants by their Solicitors, and
thereupon the Defendants move for a dissolution
of the Injunction granted in said Cause on Bill
of Complaint filed therein answer and Replication
and affidavits filed with the answer, which
motion is resisted by Complainant who asks
for a continuance of said motion to the next
term, based upon an affidavit filed by him
alleging material portions of the answer, and
said motion to continue the motion to dissolve
being now argued and fully considered by the
Court, it is ordered adjudged and decreed that
the said motion to dissolve do stand continued
to the next term. And because these proceed-
ings were not entered of record on the 31st
day of December A.D. 1861. the day the same
were taken & had, it is therefore ordered that
the same be now entered of record as of.

the said date.

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And now again on this day comes the Complainant by his Solicitors. And it appearing to the Court that the said Defendants Isaac Speer and John A Nelson have each been duly personally served with process of Summons issued in said Cause, it is therefore on motion of said Complainants Solicitors ordered that said Defendants Isaac Speer and John A Nelson plead answer or demur to the said Complainants said Bill of Complaint instanter, and they being now three times severally solemnly called in open Court, come not, nor does any person for them. Wherefore on motion of said Complainants Solicitors it is ordered that the Complainants said Bill of Complaint be and the same hereby is taken as Confessed by the said Defendants Isaac Speer and John A Nelson. And thereupon said Cause was brought on to be heard upon the Complainants said Bill of Complaint taken as Confessed by the Defendants Isaac Speer and John A Nelson. And upon the answer ~~of~~ of the Defendant Thomas Speer assignee of Isaac Speer to said Bill. Replication thereto and evidence contained in the depositions and exhibits on file and produced on the hearing. And upon the production by the Defendant ~~Isaac Speer~~ ^{Thomas Speer assignee of} ~~Isaac Speer~~ ^{the deposition of the defendant Isaac Speer} offering to read ~~the~~ the same in evidence in said

Cause, the Complainant moved the Court for (Reasons assigned to suppress the said deposition of the said Speer, which motion the Court upon due Consideration thereof sustained, and ordered that the aforesaid deposition of the said Isaac Speer be suppressed; Whereupon the Complainant further moved the Court to suppress the deposition of Joseph Smith.

And afterwards to wit: on the 26th day of July in the Year aforesaid, and of the July term of said Court, the following, among other proceedings in said Court, were had and entered of record therein in said Cause, to wit:

Benjamin H. Skinner

vs.

Thomas Speer Assignee of Isaac Speer
Isaac Speer & John A. Nelson

Bill for Injunction &c.
Decree.

Decree

This Cause came on to be heard upon Bill, Answer of the Defendants Thomas Speer and the application thereto, and the other Defendants, having failed to plead, Answer or Answer to said Bill, the said Bill as to them having been taken as Confessed, and the Exhibits and Depositions and was argued by Counsel, and the Defendants upon such argument waived the question of Jurisdiction of the Court of Equity to entertain and hear

the Case and stipulated that the Court should
 hear and examine the Case upon its merits
 without considering the question of jurisdiction
 or the right of a sitting in Chancery to hear
 and determine the Case. And the Court being
 fully advised in the premises doth find the
 Equity of the Case with the Complainant.
 and that all and singular the several allegations
 in said Bill are true. And that the Injunction
 heretofore granted in said Cause should and
 ought to be made perpetual. And that the
 Chattel Mortgage made by said Augustus L
 Gates to Benjamin S Haddock dated May
 31st 1859. and Recorded in the Record of Chattel
 Mortgages of Cook County and State of Illinois
 in Book 19 of C. M. Page 148 is valid and
 the Sale thereunder made by the said Haddock
 valid. And that by said Sale thereunder made
 by the said Haddock the Complainant acquire
 good title to said property to hold and for
 ever freed from the claim or title of the
 Defendants or either of them set forth in the
 Answer of Thomas Speer. And that the decree
 in the Circuit Court within and for the County
 of Cook and State of Illinois. wherein Augustus
 L Gates and others are Complainants and
 Francis H Pearson and others are Defendants
 and the petition of Intervenor or Cook Mill

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filed thereunder by Benjamin F. Haddock is valid
and legal and the Sale made thereunder by the
Receiver, Gamville Kimball is valid & legal, and
that the Charge of fraud and Covert alleged against
said proceedings in said Answer is not sustained
by proof and that the title which passed under
said Receivers Sale under which Complainant
Claims is good and valid and vested the title
in said Benjamin F. Haddock for ever freed from
the Claim or liens which the Defendants or
either of them set up or Claim to the same in
their ^{said} Answer. And that the Several Claims
of fraud set forth in the Answer of said Thomas
Speer are not sustained by proof. And that
the Defendants do not have the liens on said
Property described in the Plee and Exhibits
which is set forth and claimed in said Answer.
and they have no right to enforce the same
against said goods and Chattels. Thereupon
it is ordered, adjudged and decreed that the
said Injunction heretofore granted in this
Case be and the same hereby is made per-
petual. And the said Defendants Isaac Speer
Thomas Speer Assignee of Isaac Speer and John
A. Nelson their Agents, Attorneys Solicitors and
Servants. and all persons claiming by through
or under them. be and hereby are for ever en-
joined from Seizing, taking, or laying upon any

of the goods and Chattels in Complainants Bill
or the Schedules thereto described and referred
to under any order of Sale under Distress-
Warrant against Calvin H Goodman and Jerome
Mason or writ of Return Habendo issued
against Augustus L Gates in the Replevin
Suits in Said Answer of Thomas Speer des-
cribed, or from setting up the Claim or lien
to Said Property described and set forth in the
Answer of Said Thomas Speer, and that the
defendant ^{pay the} Costs of this suit and thereupon the
Defendant Thomas Speer gave notice of an
Appeal which is allowed upon Condition
that he enter into Bond in the penal sum
of three Hundred Dollars conditioned according
to law with Sureties to be approved by the
Clerk of this Court and to be filed in fifteen
days from this date. Complainant now here
assents to the approval of the Bond by the
Clerk.

And afterwards, to Wit: on the day of
 in the year last aforesaid the said
defendant by his Said Solicitors filed in the Court
Aforesaid in Said Cause a Certificate of the
Evidence therein in the words and figures fol-
lowing to Wit:

Certificate of Evidence.

Benjamin H Skinner
vs.

In the Circuit Court of
Cook County.

Thomas Spear Assignee of
Isaac Spear. Isaac Spear
& John A Nelson

In Chancery.

Be it remembered that on the
hearing of the above entitled Cause, on the day
of A.D. 18 . the Complainant read in
evidence the following depositions with the exhibits
thereto annexed viz

State of Illinois }
County of Cook } S.S.
Benjamin H. Skinner

Superior Court of Chicago
In Chancery

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Thomas Spear et al

The depositions of Witnesses
produced Sworn and examined on the part of the -
Complainant in the above entitled Cause, and taken
before me Geo Scott one of the Masters in Chancery
of the Superior Court of Chicago, at my office in the
City of Chicago, pursuant to the consent and agreement
of the Solicitors of the respective parties to take
proofs in said Cause before me - the said parties
appearing by their Solicitors before me at my office
this eighth day of January A.D. 1862. at which time
and place the following proceedings are had -

Edward J Towne a Witness produced Sworn and
examined on the part of the Complainant deposes
and says. I know the parties to this suit

have shown them several years. Sometime in the month of October 1860, Mr. R. F. Haddock came to my office with the Mortgage now produced marked Exhibit 1 and requested me to examine certain notices in writing for the sale of the property therein described, which said Haddock had prepared. I examined them and corrected them so as to conform with the provisions of the Mortgage in regard to the sale of said property, and three copies of the same were prepared and signed by said Haddock, and a Clerk in our office named J. N. Hamilton, at my request, took the said notices and a hammer and nails and went out for the purpose of posting the same and on his return he stated that he had posted the same one at the Metropolitan Hotel, one at the Court House and one at the Post Office. The notices were posted at those places as I am informed by said Hamilton - Those places being designated by me as three public places in the County of Cook, said property mentioned in said Mortgage being at that time in the Metropolitan Hotel. I know the handwriting of Augustus L. Gates and the signature attached to the Mortgage heretofore referred to, is in his handwriting.

(Defendants Solicitor objects to the introduction of the said Mortgage in evidence, because the acknowledgment and execution are not sufficiently proved and because of interlineations andasures on its

Edward P. Jones
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face, unexplained, and also objects to the testimony of the witnesses so far as the same relates to the contents of the notices referred to by him or to allegations thereby made by him.)

These notices were examined by me and posted as I was informed by said Hamilton more than ten days previously to the sale of said property. The notices are not now in my possession. Nor do I know where they are.

75 (Defendants Solicitor admits that the notices referred to by the witnesses were posted by Hamilton as stated by witnesses)

(Cross examination)

The sale was the ninth of November 1860. I was not present at it. I know the day it occurred, from the day being fixed in the notices, and from what I was informed by P. B. Kaddack and James W. Marshall the auctioneer.

(The Defendants Solicitor objects to the statements of the witnesses so far as the same refer to or are based upon the notices referred to not produced.)

Subscribed and sworn to Edward P. Young
before me this 8th day of
January A.D. 1862

John Scott

Master in Chancery of the
Superior Court of Chicago

(Adjourned by consent to 9th Inst. at 2 P.M.)

James A Marshall a witness produced. Sworn and examined on the part of the Complainant deposes and says.

1st Int. State your name, age, residence, and occupation, and do you know the parties to this Suit

Ans. James A Marshall. am forty eight years of age. I reside in Chicago. am engaged in real estate and Auction and Commission business. I know all the parties.

2nd State whether or not you are acquainted with Benjamin F Haddock if so how long have you known him.

Ans. I do, have known him twenty years.

3^d State whether or not in the fall of 1860 you made any sale as Auctioneer for said Haddock. if yes, when and where did the same take place, and state all the facts and circumstances connected therewith?

Ans. On the ninth of November 1860. I made a sale at the Metropolitan Hotel in Chicago under the direction of Mr. B F Haddock under the Mortgage from Augustus L Gates to Benjamin F Haddock now shown me and marked Exhibit 1. (Previous to this sale I had made a sale at the request of Granville Kimball Receiver, which sale closed on the evening of the eighth of November 1860 and embraced part of the property mentioned in the Mortgage

James A Marshall

heretofore described). The balance of the property that was not sold on the Receivers Sale was sold under the Mortgage on the Ninth.

4th. State for what purpose (you were) employed in these two Sales. -

Answer: As Auctioneer to sell the property at the last sale I had no other responsibility other than as Salesman.

5. State how this last Sale was Conducted?

Answer: It was conducted as I generally conduct Auction Sales - by announcing the Sale and then proceeding to sell the property to be sold. This Sale was announced in the office of the Metropolitan Hotel.

6. Who became the purchaser at said last Sale of said property.

Answer: Mr. Skinner, the proprietor at that time of the Hotel.

7. Who was to arrange and settle with the purchaser or purchasers of the property sold by you at that Sale, by your arrangement with Mr. Haddock.

Answer: There was no arrangement made with me to settle for it. But Mr. Haddock told me, that he would see it was settled for.

8. State whether or not there were a number of persons present in the office, at the time this Sale was Announced.

Answer: I don't remember the number, but think several were present.

9. State how such Sale was conducted as to the sale of the articles, were they sold separately or all together?

Answer. When it was possible to sell them separately, it was done so, otherwise they were sold by the piece. So as to fetch the best price possible for them at public Auction for Cash.

10. State the manner in which said first Sale was conducted?

Answer. At public Auction in the usual manner and to the highest bidder for Cash.

11. Who Settled the Sales of said first Sale?

Answer. I did and made out Bills to the different purchasers and receipted for them when they were paid.

Subscribed & Sworn James A. Marshall.

to before me this tenth

day of January A.D. 1862.

Spa Scott.

Master in Chancery in the
Superior Court of Chicago

1862 Jan'y 22? (Cross Examination)

1st. State whether or not Mr. P. S. Haddock the Complainant in the Suit under which the goods were sold at the first Sale above mentioned by you did or not become the purchaser at

Said Sale of all the goods and Chattels that were
~~Said Sale~~ & sold by you under the decree to
foreclose the Mortgage?

Answer. We did not.

Q? What goods - were sold - paid for and taken
by other parties, except what Mr. Haddock got at
said first Sale

Answer. I don't know what Amount was taken, if
any. Several Amounts were paid for, the exact
Amount I don't know, but before they were delivered,
were repurchased by Mr. Haddock, and were not
taken away that I know of. - the Amount did
not exceed three hundred dollars for Articles so
repurchased by Mr. Haddock as near as I can
recollect.

3. Did you or did not make a Bill of Sale to
Mr. Haddock of the property so sold to Mr. Had-
dock - on the foreclosure of said Mortgage and
prices thereof?

Answer. Yes Sir. I did.

4. State whether or not either or both Isaac
or Thomas Speer attended both Sales - under the
decree, and also under Haddock's Chattel -
Mortgage from Gates.

Answer. Isaac and Thomas Speer attended at the
first Sale. But not at the Second. Except
but a moment. Mr. Isaac Speer was at the
Second Sale.

5. Did either or both of said Speers forbid the selling the property at either or both of said sales, and state what you recollect on that subject.

Ans. I do not remember that either did at the first sale. Except that Mr. Isaac Speer objected to their being sold in such large quantities as I was then selling at. But at the second sale Mr. Isaac Speer came into the dining room where we were selling and forbid the sale. Stating at the ^{same} time that if any one purchased, they did so at your peril.

6. Was the Complainant Skinner present at the time the sale was forbid and was he in hearing of the same.

Ans. Yes Sir

7. State what if any thing you know of Skinners knowledge before that sale that the same property had been distrained by the Speers in replevin by A. L. Gates the mortgagor.

Ans. That I don't know anything about.

8. State who was present at the sale made under Gates's Mortgage?

Ans. At the commencement of the sale when we went into the dining room there was no one present, I believe. Except Mr. Haddock and Mr. Skinner. We went into other parts of the house after selling the dining room furniture. When there were several other persons present. But who they

were I do not remember - I do not remember that any of them bid or took any part in the Sale - Except one or two bids made on a few articles. But they did not buy them.

9. How was the property sold - by Schedule - by the piece or in a lump or how - under the last Sale?

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x
Ans. A Part of it was sold by a Schedule - handed to me I think by Mr. Haddock. It was handed to me either by Mr. Haddock or by Mr. Skinner. the balance was sold by piece except the Carpets which were sold by the Yard.

10. How was you selling at the time Spear made the objection you have mentioned at the first Sale?

Ans. I was selling the Bedstead and Mattresses and Bedding - all that pertained to the bed for so much for the lot.

11. How was the last Sale settled for and who settled it if you know State.

Ans. I had nothing to do with the last Sale only as Auctioneer - Mr. Haddock told me that he would settle the Sale.

12. Was the property advertised for Sale under that Mortgage - to your knowledge or not - or was there any prior public notice given thereof.

Ans. I do not remember of seeing any notice.

or hearing our read - Nor do I know that any
was given
Subscribed & sworn to James A Marshall
before me this 22nd
day of January A.D. 1862.

John Scott
Master in Chancery of the Superior Court of Chicago
1862 Jan'y 10th

William H Waite, a witness produced, sworn
and examined on the part of the Complainant de-
poses and says.

1st Sub. State your name, age residence and
occupation, and do you know the parties to this
suit.

Answer William H Waite, am past twenty four years
of age, reside in Chicago. Am a Banker. I know
all the parties

3^d State what your business was in the fall
of 1860.

Answer. Cashier of the Western Marine and Fire In-
surance Company

4th State what you remember about a check
being presented on the Bank of which you was
Cashier. Drawn by the Complainant in favor of Mr
J. Haddock.

Answer. On the fifteenth of November 1860. I paid Mr.
Haddock Twenty Six Hundred and Seventy four dollars
and twenty four cents on P. H. Skinner's Check -

William H Waite
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5. State whether or not that Check is in your possession or that of the Bank.

Answer. Neither. It was returned I suppose to Minner when his book was written up.

Cross Examination

1. Cross Ex. When was the funds that was used by that Check deposited there?

Answer. I can't tell. at various times. I have no means of knowing when he left the particular money for that Check.

2. Had he that amount of money belonging to him in your Bank.

Answer. He had.

3. In what name was the account of that money kept?

Answer. B H Minner

4. How long had he been depositing there

Answer. Six months or a year I should think

5. Have you made up the account of Mr. Minner and given up him his Check and Check book in which his account was kept at the time.

Answer. Yes.

6. You know nothing of the amount of the Check except what you find in your Books.

Answer. I do not. I paid the money on the Check

7. Was the money taken from your Bank and

not re-deposited.

Ans. It was taken from the Bank. And not re-deposited to his account nor to any other account that I know of.

8. Do you know that a like amount was not deposited a few days after to the credit of Mr. Miner.

Ans. I know it was not. that he always made his deposits in small amounts
Subscribed & sworn
to before me this 10th

day of January A.D. 1862

Geo Scott

Master in Chancery of
the Superior Court of Chicago

Michael McEnessey, a Witness produced Sworn.
And Examined on the part of the Complainant
deposes and says.

1st Sub. State your name, age, residence and occupation, and do you know the parties to this Suit.

Ans. Mr. McEnessey. Am twenty eight years of age. reside at Chicago. Am an Attorney. I am acquainted with all the parties.

2^d What was your business in 1857 and 1858.
Ans. I was then practicing as an Attorney.

3^d State whether or not you have ever acted as Attorney for Goodman and Mason if so when

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Mc Enessey

And in what matters.

Ans. I have acted as their attorney and was retained by them I think Early in 1858, in cases involving their interest in Metropolitan Hotel, 4. State whether or not you were Solicitor for Goodman & Mason in a Chancery Suit commenced in the Circuit Court by Overidge & Moss against them and others?

Ans. I was.

85 5. State whether or not any Stipulation was entered into by said parties, if (Yea). when, and under what circumstances was the same entered into.

Ans. There was. the Stipulation was made for the purpose of settling the Chancery Suit then pending in the Circuit Court of Cook County, in which Goodman Mason & Gates were Complainants and Francis A. Benson and others were defendants. And the Supplemental Bill filed in said Suit by Benjamin F. Haddock against said Benson and others.

6. State whether you were present or not when said Stipulations was signed, and if so, when was it signed, and was the same made in good faith?

Ans. I was present. and signed the same as Solicitor of said Complainants. It was on or about the Seventh of March Eighteen

hundred and Sixty - the Stipulation Subscribed the objects of Complainants Bill. and was made in perfect good faith.

7. State whether or not any fraud or Circumvention was used by any of the parties to said Stipulation or by any one else in procuring the Settlement of said Suit.

Answer. There was not so far as I know.

Cross Examination.

1st Cross Int. State whether the Bill of Complaint of Goodman and Mason, above mentioned by you was drawn upon a state of facts, furnished you by Goodman & Mason

(Objected to)

Answer. It was.

2^d Were they true or not.

Answer. I had no means of judging of their truth except the papers which accompanied their statement and the Substantial Corroboration of them by the defendants Solicitor with whom I had conferred.

(Above Answer objected to)

(Adjourned by Consent to 15 Inst at 10 A.M.)

1862. March 7.

(Cross Examination resumed)

3. Did you or not draw the Bill and obtain an injunction in favor of Goodman and Mason against Pearson and others upon the facts therein

M. D. Newman 86

Stated?

Answer I did.

4. Will you look at Exhibit 3. and State if you know whether it contains substantially the terms upon which the decree of Foreclosure on Mr. Haddock's Bill was made.

(Objected to)

Answer. I do not know the terms upon which the foreclosure on Mr. Haddock's Bill was obtained.

5. Will you examine the note marked Exhibit 4 and State whether that is one of the notes referred to in the Bill drawn by you as aforesaid?

Answer. I have examined the note. I have no means of identifying it. It corresponds with my recollection of one of the notes aforesaid.

6. State what, if any reasons you have of the intention of any and of whom among the parties to said Chancery Suits, and which of them, in making said Settlement or assenting to the decree thereof, to foreclose said Mortgage for the purpose and intent to hinder delay or defraud Isaac Speer or his Assignees from collecting his rents out of the property mortgaged in that Mortgage so foreclosed?

(Objected to)

Answer. I have no reasons

7. Do you or not know that such was

60.
the object and intention of procuring that decree of foreclosure?

Answer. I do not.

8. Do you or not know that there was a balance due to Goodman & Mason from Benson ^{Company} and so stated in the Bill drawn by you over and above all this balance? (Objected to)

Answer. My recollection of the facts stated in the Bill in respect to this is that exclusive of the notes of Goodman and Mason negotiated by Benson there was a small balance, the amount of which I do not remember, that is if Goodman and Mason had taken up or paid their notes, there would have been a balance due them on Current Account.

9. Do you know any reason why Benson and Company did not answer the Bill of Goodman and Mason drawn by you

Answer. I know no other reason than that negotiations were pending from the commencement of this suit until the date of the stipulation referred to for the settlement of the matter in controversy - Mr. D. Everidge who acted as solicitor for himself and Mr. Benson insisted that the amount due on the Chattel Mortgage referred to was the whole sum of ten thousand Dollars the claim of the Complainants was that the amount due upon this Mortgage was the

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M. D. Hennessey

balance found to be due from Goodman and Mason to Bruson and Kingsbury. On the day upon which the notes secured by the same fell due. - The sole object of this Bill was to ascertain the amount so claimed to be due, and when the stipulation was made, it was considered by me to subserve the ends sought by Complainant's Bill. I so advised my Clients - the details of the settlement were confined almost exclusively to the parties to the suit and Mr. Wadsworth.

10. Do you or not know from the parties to the two thousand dollar note in question, that Bruson and Company never discounted and advanced to Goodman and Mason one dollar or more on that note?

(Objected to)

Answer. It was claimed I think by Goodman and Mason that one of the notes placed in the hands of Bruson ^{and Company} or Bruson and Kingsbury was given as collateral - But my recollection is not distinct as to this. The Bill states I think all which I learned respecting those transactions. I have not examined it since it was filed, and my recollection of the details of the case is not clear.

11. Were you or not of Counsel for Gates, or Goodman and Mason in the Replevin Suits of Gates, against Thomas Spear, and the officers

who seized the property covered by the Mortgage in question upon Landlords Warrants for Rents of the Metropolitan Hotel in favor of said Thomas Speer Assignee of Isaac Speer.

Ans. I was attorney for the plaintiff Gates in both Replevin Cases.

12. Were not those Replevin Suits commenced ^{before} ~~upon~~ the filing of Goodman & Masons Bill by you against Benson?

Ans. I think not. I am entirely uncertain without reference to the papers.

13. Do you know what the Three hundred Dollars was for - mentioned in the decree over and above the two thousand Dollar note and interest?

Ans. I do not. I think I must have known something respecting this amount, as I heard much controversy between Mr. Haddock and Mr. Benson respecting some amount - But do not now remember what.

Subscribed and sworn to W. D. Hennessy.
before me this 7th day
of March A.D. 1862

Geo Scott.

Master in Chancery of
the Superior Court of Chicago

1862. Feb. 20th

John Brothers, a witness produced & sworn
and examined on the part of the Complainant & deposes

M. D. Hennessy

And says.

1st Q^y. State your name, age, residence, and occupation and do you know the parties to this suit.
Answer. John Brothers. Thirty eight years of age reside in Chicago. am a general Collector, I know all the parties.

2^d What was your business in the year 1859?
Answer. General Collector, serving distress warrants Closing Chattel Mortgages &c -

3^d State whether or not at that time you were acquainted with Benjamin F. Hadduck and Augustus L. Gates?
Answer. Yes Sir I was

4. State whether you served any distress warrant for said Hadduck on any property at the Metropolitan Hotel - if yes, when, and against whom did said warrant run - ?

(Objected to by Defendants Solicitor. That Warrant itself is best evidence)

Answer. We did. Mr. John Lilley and myself. I think it was in 1859, late in the Spring I think as near as I can remember. The Warrant ran against Mr. Gates of the Metropolitan Hotel.

5. What did you do under said Warrant?

(Objected to)

Answer. Went there and served a writ upon Mr. Gates and closed the house for a short period an hour or so - and took possession of the house.

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John Brothers

By order of Mr. Haddock we put in two keepers. Then after we had taken possession about an hour - there was an order came from Mr. Haddock not to close the House - to let it go on, and keep the keepers there - that was all that was done. Three or four, or one or two days passed by, and the thing as I understood it was settled between the parties.

6. How settled? (objecting to)

Answer. I understood by taking a Chattel Mortgage and paying our Cost.

7. Who gave the Chattel Mortgage?

92 Answer. I couldn't state that. For I was not there. we was ordered to release the property on paying our Costs. that the matter had been settled between the parties.

8. Were your Costs paid, if so who paid them?

Answer. Yes. paid by Mr. Haddock. So Mr. Lally, my partner told me - I made out the Bill of Cost myself and receipted it.

9. Have you ever seen the paper now shown you marked Exhibit 2?

Answer. I can't state Sir whether I ever saw this paper before - John Caspary & I subscribed and sworn to before me this 20th day of February A.D. 1862.

Geo Scott. Master in Chancery of the Superior Court of Chicago.

Francis H Benson, a witness produced. Sworn and examined on the part of the Complainant - deposes and says

1st Q. State your name age residence, and occupation, and do you know the parties to this suit.

Ans. Francis H Benson. Thirty eight years old. Reside at Rose Hill Cemetery in this County. Am Superintendent of Rose Hill Cemetery. I know all the parties but Mr. Nelson.

2^d Q. Do you remember a suit commenced in the Circuit Court of Cook County by Edwin H. Goodman and others against Francis H Benson and others and a Cross Bill filed therein by Benjamin F. Haddock against Francis H Benson and others?

Ans. I do.

3^d Q. State whether or not a compromise or settlement was made of said suits, if so, when, where by whom and all the facts and circumstances connected with said compromise or settlement.

Ans. I think there was. John L. Grosbridge represented me in the suits, and the most of the compromising and settling was done by him. When and where I don't recollect. I don't remember the dates. I think most of the settling was done at the office of Mr. Kennedy. The settlement

was made by Mr. Beveridge with the other parties. the most of it. I was consulted in the matter - and was present at the termination of the Settlement so far as Mr. Goodman and Mason were concerned. During the Settlement and in the Settlement or soon thereafter I received a note given by B. H. Haddock that was connected in some way with the transaction. I have forgotten just how it was connected. The note was made direct to me I think, the amount I have forgotten. it was from two to three hundred dollars - if I remember right - 11. State whether said Settlement was made in good faith or not.

(Objected to)

Answer. It was. I speak for myself. I know no reason why it was not with the other parties. I understood it so.

5. State whether in that Settlement any money was found to be due from Goodman and Mason if yes. upon what was said amount found to be due. and to whom and all the circumstances connected therewith.

Answer. There was a balance due Goodman and Mason by Benson and Kingsbury October 8th 1857. of Twenty one Hundred Seventy four Dollars and fifty eight Cents on which interest was computed to March the Seventh 1860. Making the amount

94
7/17/1860

95
244 Benson
due at that date. Twenty six hundred Dollars
and eight Cents. There was a Mortgage exist-
ing from Goodman and Mason for ten thousand
Dollars. which was given to secure any obliga-
tions given by them to J. H. Benson. at this
time March 7th 1860 there were three notes
outstanding two of them for fifteen hundred dollars
each and one of two thousand dollars. I pro-
-cured the two fifteen hundred dollar notes
and on the settlement made in March 1860.
they amounted to about thirty three hundred
Dollars. They were handed over to - either
Augustus L. Gates or his attorney Mr. Kennedy
and the account was settled by cancelling the
balance due Goodman and Mason. and the pay-
ment of four hundred dollars in cash by Mr.
Gates or his attorney. I've forgotten which paid
it to me. and B. L. Madduck's note for three
hundred Dollars payable in three months to
me - leaving one note of two thousand Dollars
still to be paid by the Mortgage - that note was
held by Mr. Madduck and his giving the three
hundred dollar note was with the understanding
that the two thousand dollar note - with the
three hundred dollar note. was to be paid by said
Mortgage - There was an assignment made at
the time of all our interest in the Mortgage
to Mr. Madduck by Consent of all parties

6. State how much at that time there was due on the Mortgage from Goodman and Mason to Haddock and Yourself after the payment of the four hundred dollars in Cash?

Answer. I can't state it without making the Computation there was the Haddock note with the interest, and the three hundred Dollars for which I received Mr. Haddock's note

7. Was said Haddock to have a claim on said Mortgage for the three hundred Dollars for which he gave his note in addition to the two thousand dollar note?

96 Answer. He was.

8. Was that three hundred dollars a part of the balance due on each of the fifteen hundred dollar notes.

Answer. It was

9. Was the two fifteen hundred Dollar notes and the two thousand dollar note Secured by the Goodman and Mason Mortgage and what property was covered by said Mortgage?

Answer. They were. the personal property in the Metropolitan Hotel

10. Was any fraud or Circumvention used in effecting this Settlement to Your knowledge (Objected to)

Answer. I have no knowledge of any.

7. 10. 1850

(Cross Examination.)

1st Cross Int. Are you the Mr. Benson to whom the Mortgage was given and referred to in your Examination and against whom Goodman and Mason filed their Bill - as also against your Assignees?

Ans. I am.

2^d Why did you and your Assignees not file an answer to said Bill before the filing of Mr. Hadducks Bill to foreclose the Mortgage?

Ans. I will answer that by saying that John L. Beveridge attended to the matter and I don't recollect why the Bill was not answered. -

3^d Did you when asked as in the fifth interrogatory request to be allowed to go to your office to examine some papers or books and before returning to the stand again did you and Mr. Hadduck meet in the adjoining room and confer in reference to your answer to the fifth interrogatory aforesaid?

Ans. I did request to go to my home supposing that my papers were there. But found at my office a Memorandum that was made during the Settlement with Goodman and Mason setting forth the facts connected with it. I did go in the other room with Mr. Hadduck, did tell him that I had got such a paper and showed

it to him. —

4. Was your Answer to the said fifth direct interrogatory founded upon the Memorandum — mentioned in your last Answer to the last interrogatory?

Answer. Yes Sir.

5. Does that written Memorandum contain a true Statement of the facts in relation to that Settlement. So far as it purports to state them?

Answer. I believe it does.

6. Will you please file the same as an Exhibit in this Cause as such that it be made an Exhibit and refer to it in your Answer to this interrogatory and make it a part of your Answer to this interrogatory. —

Answer. I will. The same is designated as Exhibit

3. —

7th. State if you know in whose handwriting is the said Memorandum made?

Ans. It is made in the handwriting of John B. Brewster. — I wish to state in explanation

to my Answer to the fourth Cross interrogatory that I rely upon the paper and my Memory. My Memory being refreshed on looking over the Memorandum.

8. Do you know where the note of Two thousand Dollars was obtained by Mr. Haddock and from

whom he got it and when)?

Answer. No Sir. Only by what Mr. Haddock -
told me.

9. Who put the note in Circulation and when?

Answer. The note bears my Endorsement. and my recollections are that I sold it to Swift Brother & Johnston, the exact time of sale I don't remember.

10. Was it before or after your general assign-
ment to Beveridge?

Answer. It was before. but I don't remember just how long.

11. Who was your partner at that time?

Answer. Charles A. Kingsbury -

12. Was the note connected in any way with the Chattel Mortgage mentioned and if so, state how it became connected therewith

Answer. It was. And became so by my putting it in Circulation.

13. Did you advance the money on this note to Goodman and Mason at or about the date thereof or were you not to sell the note and furnish them with the money. And was not the note left with you upon those terms?

(Objected to)

Answer. I do not recollect whether I advanced them the money for the note or not. But

after the making of the Chattel Mortgage I never advanced them the money for the Note or sold it - only on conditions that the Chattel Mortgage should cover it.

14. Had you any obligation to that effect in writing?

Answer. The Mortgage either states it or I have got an obligation of that kind -

15. Was not your endorsement of the Note special and without recourse to you at the time you put it in circulation?

Answer. I do not recollect whether it was without recourse on me when it was put in circulation or not. But my recollections are that it was not - though I am not positive.

16. Look at a note now here shown you marked Exhibit 4. and state whether that is the identical note you have been talking about or not.

Answer. I think it is.

17. In whose handwriting are the words "without recourse" written thereon?

Answer. Mine.

18. In whose handwriting is the signature immediately under it.

Answer. Mine.

19. Have you ever had the note in your possession and control since you put it in circulation?

Answer. Never, without by consent of the owner of

100

4/4 (Barn)

it. when I wrote "without recourse on me".

20. Who paid you the four hundred dollars Cash mentioned in the Memorandum Marked Exhibit 3.

Answer. It was either Augustus L. Gates or Mr. Kemps, his Attorney.

21. What means the item of \$292.85 on Haddock's Note?

Answer. It means the Amount of Cash received of Watson Tower & Co. for the Haddock note to whom I sold the Haddock note of three hundred Dollars.

22. Did you put this note in Circulation before or after it was due and if before, how long before?

Answer. I put it in Circulation before it was due. Am not positive as to the length of time. But my recollections are that it was soon after it was made.

(Direct Examination resumed.)

11. Who first produced the note Marked Exhibit 4. at this Examination?

Answer. I think I saw Mr. Haddock take it out of his pocket.

12. What is your recollection as to the time of this endorsement "without recourse on me".

Answer. My recollections are, that it was at the time of the settlement with Goodman & Mason in March 1860.

64.
13. In whose possession was the note at that time?

Answer Mr. Haddock

14. Are you acquainted with the hand writing of Augustus L. Gates?

Answer. I have seen his writing quite a number of times - not very well acquainted with it.

15. Have you ever seen him write?

Answer. Yes Sir.

16. Look at the paper marked Exhibit 2 and state in whose hand writing the signature to said Bill is - in your opinion?

Answer. My opinion is that it's Mr. Gates.

(Cross Examination resumed)

23. Will you furnish a correct statement of your account with Goodman & Mason as mentioned and referred to in Goodman & Mason's Bill in Chancery against you touching the matter referred to in that Bill. and make it an Exhibit as a part of your answer to this interrogatory?

Answer. I will do so. if there is not one already on file. or the account as settled between me and Goodman and Mason can't be found. the account on file in the cause if filed by me, is correct.

Francis H. Pearson
Subscribed and sworn

to before me this 20th day of July A.D. 1862.

Wm Scott Master in Chancery of the Superior Court of Chicago

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4-10-72

Aaron F. Wells, a witness produced, sworn and
Examined on the part of the Complainant de-
poses and says.

1st Int. State your name age residence and
Occupation and do you know the parties to this
suit.

Ans. Aaron F. Wells, aged thirty years, reside
in Chicago. Am Clerk. I know all the parties
but Nelson.

2^d What was your business in the fall of 1860.
and where were you engaged?

Ans. I was Clerk at the Metropolitan Hotel
Chicago.

3^d Who was keeping the Metropolitan Hotel
at that time?

Ans. The Complainant in this suit.

4. State if you know whether any Sale or
Sales were made about that time of the fur-
niture of the Metropolitan Hotel?

Ans. There was a Sale made in the fall
of the furniture of the Hotel.

5. State whether or not at that time you
saw any notice posted up of a Sale of a portion
of said furniture if Yes - when and where did you
see said notice?

Ans. In the Saloon of the Metropolitan Hotel
It was posted up on the screen in front of the
Bar.

6. State whether or not that was in a public place where any body could see it?

Answer. It was the Bar room of the Hotel.

7. When did you see that notice?

Answer. In the fore part of November 1860.

8. Was that notice printed or written?

Answer. Printed.

9. Was it a hand bill or a piece cut from a paper - if a hand Bill about how large?

Answer. It was a hand Bill, about fifteen inches by six or eight inches.

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10. State whether or not any sale was made there of the Furniture - if so by whom?

Answer. There was By Mr. Marshall

11. Where were you at the time of the Sale?

Answer. At the Hotel in the office

12. Were you present when the Sale first commenced?

Answer. No. I was not.

13. About what time did you first see them Selling?

Answer. Between Eleven and twelve O'Clock.

14. Where were you previous to that time?

Answer. I got up that morning between nine and ten O'Clock - I had been on the night watch the night before.

15. Where did you first see them selling?

Answer. On the top floor of the house.

16. How long did the Sale Continue?
Ans. I should think two days or two and a half I couldn't tell exact -

(Cross Examination)

1st Cross Int. What has become of the Notice You Saw.

Answer. I don't know

2^d Whose name was to it?

Answer. I think it was P. G. Haduck. I don't know whether the Auctioneer's name was to it or not.

3^d Was not that the Notice of Sale by a Receiver in Chancery called Kimball?

Answer. I could not tell.

4. Do you or not know that Mr. Kimball as Receiver made a sale of furniture in the Metropolitan Hotel about the time you state in your direct Examination in pursuance of a notice?

Answer. I don't recollect Mr. Kimball making a sale there about that time. I don't know Mr. Kimball.

5. Do you not know that Marshall was acting for Mr. Kimball and under his direction in making the sale referred to by you?

Answer. Well I can't recollect the names.

6. How many Notices and how many sales

67.
were made in November - if more than one
State -

Ans. I didnt see but one notice of Sale -
17th (Direct Examination presumed)

May there not have been two Sales, provided
the first Sale was commenced one day and the
second Sale continued on the second day?

(Objected to)

Ans. They were selling two days. But under
what notice I dont know
Subscribed and sworn to Aaron E. Wells.
before me this 20th day
of February AD 1862.

106

Spa Scott.

Master in Chancery of the
Superior Court of Chicago

Superior Court of Chicago
In Chancery

Benja H Skinner

vs

Thomas Speer Etal

State of Illinois

County of Cook } S.

I Spa Scott Master in Chan-
-cery of the Superior Court of Chicago do hereby
Certify that before the Commencement of the Ex-
-amination of the witnesses whose names are
Subscribed to the foregoing depositions they were

Each by me duly sworn according to law, and the
Same were subscribed and sworn to by said Wit-
nesses respectively at the times hereinbefore men-
tioned and that the Same were taken before me
at my office in the City of Chicago by the consent
of the Solicitors of the respective parties, and that
the foregoing are all the proofs taken before me
on the part of the Complainant in said Cause

Dated Chicago March 26 1862

Isa Scott

Masters fee \$15. paid
by Compl'r. }

Master in Chancery of the
Superior Court of Chicago

107

Complainants Exhibit No 1.

(Isa Scott, Master in Chancery.)

Know all Men by these presents, That Augustus
L. Gates of the City of Chicago in the County of
Cook and State of Illinois in Consideration of
the sum of Seventeen hundred forty four & $\frac{86}{100}$ Dollars
to me paid by Benjamin F. Haddock of said City
of Chicago in the County of Cook and State of
Illinois, the receipt whereof is hereby acknowledged,
have granted bargained and sold, and by these
presents do grant bargain and sell unto the said
Benjamin F. Haddock the following described goods
and Chattels, viz: 175 Bedsteads. 125 Washstands
125 Dressing Tables. 24 dozen Maple Chairs. 13 dozen
dining room Chairs. Parlor Furniture - Reception Room

Furniture - 1 Rosewood Piano - 2 Bureaux - 20 Rocking Chairs
 Office Furniture - Tile in office and Saloon - 40 Chamber
 Stoves and pipe 2 Parlor Stoves 2 office Stoves - 1 Kitchen
 Stove - Dining room tables - Steam pipes and Steam works
 in Metropolitan Hotel - 5 Parlor Mirrors - 153 Chamber
 Mirrors - Desk in Office & private office - New Furniture
 in Parlor - Gas fixtures above office & in Saloon. Minors
 Curtains & features - 210 Hair Mattresses - 25 Buck Mattresses -
 419 Pillows 30 Bolsters - 131 Spring beds. 200 linen Sheets
 400 Cotton Sheets, 600 Towels, 200 Damask Napkins - 200 linen
 Pillow Cases. 400 Cotton Pillow Cases 160 pairs Flannel Blankets
 50 Bath Blankets - 144 Counterpanes and also all other
 articles used by said A. L. Gates in & about the Metro-
 politan Hotel in the City of Chicago as the same
 now are whether enumerated herein or not together
 with and singular the appurtenances thereunto be-
 -longing or in anywise appertaining; To have and
 to hold all and singular the ^{said} goods and Chattels
 unto the said Benjamin F. Haddock his Executors
 administrators and assigns to his and their sole
 use for ever. Provided, nevertheless that if the said
 Augustus L. Gates his heirs, Executors, administrators,
 or assigns shall well and truly pay unto the said
 Benjamin F. Haddock his Executors administrators
 or assigns the Sum of Seventeen hundred and forty
 four Dollars and sixty six Cents and the interest
 thereon at ten per cent per Annum according to
 the tenor and effect of his Certain Note for said

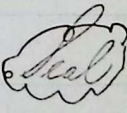
now received by
 Judge P. B.

Said bearing date May 31st 1839, and payable one
 Year after date to the Said B^r Haddock or order.
 Then and thenceforth these presents and everything
 therein contained shall Cease and be Null and Void.
 And Provided also, that for the Space of two Years
 after the date of this instrument it shall and may
 be lawful for the Said Augustus L. Gates his Executors
 or administrators to keep possession of the Said granted
 property and to use and enjoy the same, unless the
 Said Benjamin L. Haddock his Executors, adminis-
 trators or assigns shall before the Expiration of
 Said two years, at any time after default in the
 payment of the Said Note or any part thereof at
 the time and in the manner hereinbefore provided
 elect to take possession of the said property. And
 at the Expiration of Said two Years or at any time
 after default in the payment of the said Note or
 any part thereof, as herein provided, or any of
 the Costs and charges accruing by Virtue hereof
 that then and from thenceforth it shall and may
 be lawful for the Said Benjamin L. Haddock his
 Representatives, Assignees or Agent, or any of them
 at any Costs and Charges, with or without process
 of Law, to travel after Said property, goods, Chattels
 and effects hereinbefore described, wherever the same
 or any part thereof may be supposed to be, and to
 Enter with or without force any of my premises,
 and search for the same, and to take possession

2/1
of. And remove, Carry away, and to sell and dispose
of the same. or any part thereof at public auction after
ten days notice either by publication in some news-
paper in said Chicago or by three notices posted
up in the vicinity of said Sale or at Private Sale
without Notice, for Cash or on Credit as said Ben-
jamin F. Maddock his representatives, assignees,
or agent or any of them may think proper: and
out of the money arising from such Sale to retain
first, all costs and charges for travelling after
searching, taking, removing, keeping, storing -
advertisement and Sale of such property goods,
110 Chattels and Effects, and all prior liens thereon,
together with the amount due and unpaid upon
the said Note rendering the surplus of the money
arising from such Sale (if any there shall be)
unto me or my assigns, at the dwelling house
of the said Maddock in such funds as may
be received at such Sale. And Provided further
that in case the said property or any part thereof
shall be attached at anytime before the payment
of the said Note by any other Creditor or Creditors
of the said Augustus L. Gates, or if the said Augustus
L. Gates his Executors administrators or assigns, shall
sell, remove, or attempt to sell or remove any of
the property aforesaid or suffer any part thereof
to be removed or waste for want of proper care;
or if the said Benjamin F. Maddock his representatives

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or assignee, agent or agents, or any of them, shall at any time before said Note shall become due, think the said property described as aforesaid, or any part thereof, will be in danger of being sold, removed or wasted, then the said Note shall forthwith become due and payable; and it shall in such case be lawful for the said Benjamin F. Madduck his representatives, agent or agents, or any of them, to enter with or without process of law at my costs and charges any of the said premises or wherever the said property described as aforesaid, or any part thereof may be supposed to be and search for and take possession of and carry away and hold possession of or keep in store the whole or any part of the goods Chattels and Effects and sell and dispose of the same in manner aforesaid. In testimony whereof the said Augustus L. Gates has hereunto set his hand and Seal this thirty-first day of May in the Year Eighteen hundred and fifty-nine.

Signed Sealed and delivered Augustus L. Gates 
in presence of

The clause in reference to warranty &c Erased before signing

State of Illinois
Cook County

L.S.

Samuel O. Robinson a Justice of the Peace in and for said County, do hereby

Certify that this Mortgage was duly acknowledged before me by the above named Augustus Lyates this first day of June A.D. Eighteen hundred and fifty nine

Daniel O Robinson *Seal*
Justice of the Peace

Compliments Exhibit No. 2.

Geo Scott, Master in Chancery.

B F Haddock

In apt with Metropolitan Hotel

1858

112	June 4	Cash		\$485	38
	10	"	\$75. July 3 Cash \$300.	373	"
	July 7	"	\$125. 126 " \$125.	250	"
	Aug 5	"	\$56. Aug 11 " \$101	157	"
	25	"	\$50 Sept 7 " \$50	100	"
	Sept 9	"	Rent of Bath Room to 5 th	20	"
	13	"	Cash \$50. 29. Cash \$35	85	"
	Oct 6	"	Glass in Store & Saloon	7	"
		"	Note dr. by col.	65	19 \$1342 57
	9	"	Cash \$50 20 th Cash \$50.	100	"
	25	"	\$80 Rent of Bath Room to 5 th	100	"
	Nov. 1	"	\$120 8 th Cash \$60	180	"
	26	"	\$100 Dec. 7 th \$140.	240	"
	Dec. 24	"	Firemen's Bill by 50. 5 th Cash Repairs	153	50
	Jan 3	"	Lumber Bill \$30. 5 th 3 rd Rent Cash \$40	98	"
	14	"	Rep & Sewer \$10 Repairs 46 57	56	55
	Feb 1	"	Cash \$115 25 Cash \$50	215	"

March 12 To Cash \$115 25 Cash \$100. 215.
 April 8 " " \$100. 27 " \$20. 120.
 May 21 " " " " 25. 1303. 05
 \$3045. 62

26 2 1/2 months Rent Bath Room to 200 ft 50. "
 Paid for roofing Metropolitan Hotel
 7921 Square feet at 3 ct. p. foot } 237. 63
 " Bill Lumber Nails for side walk 84. 09
 " Labor making side walk 20. "
 " Counterpanes & Blankets 18. "
 \$3455. 34

113

Cash 300. 00
 \$3755. 34

Notes Spent 1744. 66
 \$5500. 00

By Rent of Metropolitan Hotel
 from May 5. 1858. to June 1. 1859 } \$5500. 00

Received as above
 H. Gates.

Complete Exhibit No. 3.

Wm Scott. Master in Chancery.

1857 Oct 8. Bal. due Goodman & Mason
 by B & K. } \$2174. 58
 Sat at 10 p. cr. to Mr 7. 1860 425. 50
 \$2600. 08

Benson held Goodman & Mason's Chattel M. on
 the furniture of Metropolitan Hotel to Secure
 Note of \$10,000. due Jan 1. 1858. Said Mortgage

43.
4 notes were held by Benson as Collateral Security
for advances made by Benson or B & S to G & W.
Notes to amt of \$8.000 executed by G & W & endorsed
by B or B & S were out to secure which Benson
held said Mortgage & Note of \$10.000.

In fall of 1857. G & W sold the property mentioned
in Mortgage Subject thereto to Augustus L. Gates.
January 1. 1858. Assignees of Benson took possession
under Mortgage with intention to foreclose. —
were restrained by injunction from Cir. Court
at the instance of Goodman Mason & Gates, and
surrendered possession again to Gates. — Gates
takes up part of said outstanding Notes. —

114 Benson takes up one of \$1500. and obtains an
assignment in blank of a judgment entered up
by Sona Burr. on another of said Notes of \$1500.
Benjamin F. Haddock holds one of said Notes and
to protect himself & enforce Collection, filed a
Supplemental Bill to the Bill of Goodman & others. —
In winter of 1858 & 9. Gates pays Benson to apply
on his claims \$400.00. — At date by consent
of all parties. Haddock gives his note for \$200.
3 mos with Int at 10 per ct. for bal of Benson in-
terest in said Claims. After allowing G & W's
Claim against B & S — which said Note is
Cashed for \$292.85. — Goodman M. & G.
and Benson & his Assignees stipulate that in Sup-
plemental Bill a decree may be entered in.

favor of said Assignees for \$300. — And assignees
 assign their interest therein to said Haddock, and
 also assign by Stipulation of Goodman & Mason &
 Gates to Haddock the Chattel Mortg. and Note of
 \$10,000. — The Note and Judgment taken
 upon by Benson were delivered up to Goodman & Mason
 & Cancelled: — And Goodman & Mason receipt the
 assignees of B & R in full for their claim. —
 Pub. of said Note & Judgment, and Int. about \$3300. —

115

Goodman & M. claim to B & R	2174.58
Int. on Same	425.25
Cash pd. Benson by Gates	400.00
on Haddock's Note	292.85
March 7. 1860.	<u>\$ 3292.68</u>

Exhibit A. Referred to in deposition of J. H. Benson.
 \$2000. Chicago August 12 1857

Sixty days after date we promise to
 pay to the Order of J. H. Benson & Co. Two thousand
 Dollars at the office of Swift, Hanson & Co 31 N. 3rd
 St. New York Value Received.

Goodman & Mason
 Endorsed, without recourse on me
 J. H. Benson & Co

United States of America }
 State of New York } ss.

Leslie Irving Notary Public duly
 Commissioned and sworn according in the State of

New York. do hereby Certify that on the fourteenth day of October in the Year of our Lord One thousand Eight hundred and fifty seven. at the request of Messrs. Swift Hanson & Co New York the original promissory note hereunto annexed, dated Aug^t 12. 1857. was presented to the Clerk in charge of the office of Swift Hanson & Co - n^{ts} - and payment thereof demanded, which was refused. Whereupon I the said Notary at the request aforesaid did protest and by these presents do publicly and solemnly protest as well against the Makers and Endorsers of the said promissory Note, as against all others whom it doth or may Concern, for Exchange, Re Exchange and all Costs Damages, and interest already incurred and to be hereafter incurred for want of payment of the same. In testimony whereof I have hereunto subscribed my Name and affixed my Notarial Seal in the City of New York aforesaid.

Notarial
Seal.

Leslie Irving
Notary Public

And also the following Note. Vizt.

Note bearing Hadduck's name Chicago May 31. 1857.
One Year after date I promise to pay to the order of Benja^m Hadduck Seventeen Hundred and Forty four \$400 Dollars at Marine Bank - Chicago Value received with interest at 10% Cent pr Annum. Augustus L. Bates.

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And also the Mortgage securing the same, also read in evidence the record in the Case of Calvin H. Goodman & Jerome W. Mason vs. Francis H. Benson et al the Cross bill of Benjamin F. Haddock vs. said Goodman & Mason - et al. and the Mortgage from Goodman & Mason to Benson - and the note held by Haddock and also the \$10,000 note, and the Receivers report together with the Stipulations on which the Decree was entered, in the words and figures following, to wit: - first above referred to. See Exhibit No. 1 attached to Complainants depositions -

Bill of Complaint
Goodman, Mason
vs
Francis H. Benson

To the Honorable George Manierre Judge of the Cook County Circuit Court.

In Chancery Sitting.

Humbly Complaining Sheweth unto Your honor, Your orators Calvin H. Goodman Jerome W. Mason and Augustus L. Gates of the City of Chicago, County of Cook and State of Illinois.

That the said Calvin H. Goodman and Jerome W. Mason jointly owned and conducted the business of, the Metropolitan Hotel of the City of Chicago aforesaid, as Copartners under the firm name of Goodman & Mason, from the 27th day of June AD 1856, to the 5th day of November AD 1857. - That on or before the 12th day

750
of January 1857. Francis H Benson was doing
business at Chicago aforesaid as a banker and
broker under the name of F H Benson & Co. —
That on the 12th day of January 1857 your orators
Calvin H Goodman & Jerome W Mason as such
firm as aforesaid opened and kept their Bank
account with the said Benson under the ^{said} name
of F H Benson & Co. — That having occasion
from time to time of accommodation and advances
in their said business they applied to the said Fran-
cis H Benson to furnish them as such banker
as aforesaid with the same. — That the said
Benson agreed to do so upon their depositing
Collateral Security for such accommodation and
advances. — That in pursuance of the
said agreement said Goodman and Mason at the
same time made and executed to the said
Benson a promissory note for the sum of \$10,000
Ten Thousand Dollars. bearing date the 14th day of
January A D 1857 and payable to the order of
said Benson one year thereafter and a Chattel
Mortgage of the same date of all the furniture
of the said Metropolitan Hotel. to secure the
payment of the said note as by the said note
and Mortgage reference being thereunto had
will fully and at large appear —

118
That the said note and Chattel Mortgage
(a copy of which is hereto Subjoined marked Exhibits

"A") were by the said Goodman & Mason delivered to the said Benson to be by him held as collateral security for the payment of any indebtedness then existing, or which might hereafter accrue from them, to the said Benson as such Banker as aforesaid, and a receipt therefor (a copy of which is hereto submitted marked Exhibit "B") taken by them from the said Benson.

119 That the said Benson accounted for the said Goodman & Mason and placed to their Credit on said account current divers promissory notes which were from time to time paid or renewed.

That on the 1st day of June A.D. 1857, said Benson entered into a Copartnership with one Charles A. Kingsbury as Bankers and Brokers at Chicago aforesaid, under the firm name of Benson and Kingsbury, and that there was then due and owing from said firm of Goodman & Mason to said J. H. Benson upon said account current and secured by said Chattel Mortgage the sum of \$3010 Three thousand one hundred and ten Dollars and no more.

That on the said 1st day of June A.D. 1857, said Goodman and Mason opened their Bank account with the said Benson & Kingsbury as Bankers, aforesaid, and said Benson with the Consent of said Goodman & Mason then transferred the amount so then due to him upon said account

Current as aforesaid. over to the Credit of said firm of Blason & Kingsbury, on their Account with said Goodman & Mason and that the said firm of Goodman & Mason kept their bank account with said Blason & Kingsbury up to the 8th day of October A.D. 1857. That said account comprised the Cash deposits, Notes, discount, and other the ordinary transactions between Bankers and their Customers.

That during the months of August & September following, the said Goodman & Mason made & delivered to the said Blason and Kingsbury for the purpose of being by them discounted and placed to their Credit in said last named account Current, and on the several days corresponding to the dates of the same respectively, four promissory Notes for the sum of \$6500 Six thousand five hundred Dollars, which said Notes were made payable to the order of themselves, and by them Endorsed, and were of the respective dates and for the several amounts following. Viz;

One dated Augst 12th at 60 days for \$2000

One dated Augst 12th at 60 days for 2000

One dated Augst 27th at 90 days for 1000

One dated Sept. 8th at 30 days for 1500

And that on the 27th day of August A.D. 1857, the said Goodman & Mason made and delivered to said Blason & Kingsbury their promissory Note dated the 15th day of August A.D. 1857, payable

to the order of themselves at 90 days after date
as Collateral to one of the said notes of August
12th, at 60 days for \$2000 and that thereupon one
of said Blason & Kingsbury made and delivered
to said Goodman & Mason their receipt or agree-
ment in the words and figures following.

Banking Office of Blason & Kingsbury

46 Clark Street - Chicago Aug^r 2nd 1857

Received of Goodman & Mason a note for Fifteen
hundred dollars. dated August 13. 1857 at 90
days as Collateral Security for their Note No.
1788 for Two Thousand dollars payable at
Sanford & Bro. New York dated 12 Aug. 60 days

124

Blason & Kingsbury

J^r. Woolley

as by said receipt. which your orators crave
leave to produce and refer to. will fully and at
large appear. — That the amount of
said notes less discount were by said Blason &
Kingsbury placed to the credit of said Goodman
& Mason in said account current. and that the
balance of said last named account current was
at the time the same was closed, that is to say
on the 8th day of October last in favor of said
Goodman & Mason to the amount of \$2500 —
Twenty five hundred Dollars and upwards.

That said Blason & Kingsbury have not. nor have
either of them. or any person or persons whomsoever

44/c
for or on their, or either of their account, paid or applied any money or property whatsoever to or for, or on account of said Goodman & Mason, or of their said several notes, nor have said Benson & Kingsbury done or performed any act whatsoever whereby said balance of Twenty five hundred dollars and upwards has been in any manner reduced or changed, and that the same still remains as a credit in favor of said Goodman & Mason on their account with said Benson and Kingsbury as such bankers as aforesaid.

122 That all of the said several notes have been by the said Benson & Kingsbury negotiated and sold and the proceeds and avails thereof have been by them applied to their own use, one of said notes having been as your orators are informed and believe, transferred by said Benson & Kingsbury as collateral security to some person or persons to your orators unknown.

That neither of the said notes, or any part thereof has been paid by the said Benson & Kingsbury or either of them, nor by any other person for them or either of them, but that the said notes except such of them as have been satisfied by your orators are now in the hands of bona fide holders who are to your orators unknown, and that the same several notes are now wholly out of the control of the said Benson & Kingsbury and

their assignees hereinafter mentioned

Your orators further shew unto Your honor that on or about the 5th day of November A.D. 1857 the said Goodman & Mason bargained sold and delivered to the said Augustus L. Gates all their right title and interest in and to the furniture and Effects goods and Chattels of Every description belonging or appertaining to the Metropolitan Hotel aforesaid Subject however to the lien and incumbrance of the said Chattel Mortgage.

123

Your orators further shew unto Your honor that on or about the 14th day of October A.D. 1857 the said Francis H. Benson and Charles A. Kingsbury aforesaid made and Executed an assignment of all their property goods and Effects of every description and also of said Chattel Mortgage and note for Ten thousand Dollars, to John L. Broadridge and William O. Moss Jr. of the City of Chicago, aforesaid (defendants herein ^{after} mentioned) in trust for the benefit of their Creditors by virtue of which assignment the Chattel Mortgage and note hereinbefore mentioned have passed into the hands, possession and control of the said Assignees. And Your orators have been informed and believe that said Benson and Kingsbury are now wholly insolvent, That on the 14th day of January instant, that being the day on which the said note and Mortgage

480.
aforesaid purported to be due, the said John L. Beveridge
and William Moss Jr. assignees as aforesaid -
presented the said note to Your Orators the said
Goodman & Mason and demanded payment of the
same, and notwithstanding that Your Orators the
said Goodman & Mason informed the said Beveridge
& Moss Jr. that no indebtedness from the said Goodman
& Mason to the said Benson, or to the firm of
Benson & Kingsbury aforesaid, existed. Either in
respect to the said promissory notes or otherwise,
the said notes having been by said Benson & Kingsbury
negotiated and disposed of as aforesaid, the said
124. Beveridge and Moss Jr. declared the Condition
of the said Chattel Mortgage broken, and Entering
the said hotel premises attempted to take possession
of the aforesaid goods and Chattels and foreclose
the said Mortgage by selling the same, and
Every part thereof. And Your Orators fear that
said assignees will Enforce said Sale unless they
are restrained by the injunction of this honorable
Court. —

And Your Orators further shew unto Your
honor that they have not, nor have any, either
of them any Security or guarantee that the
proceeds of such Sale if made, either wholly
or in part, would ever be applied to the payment
of the aforesaid notes or any or either of them
outstanding against Your Orators Goodman & Mason

as aforesaid. And your Orators have frequently requested the defendants to account with your Orators, and to settle the same.

125 And your Orators well hoped that no disputes would have arisen touching the said Chattel Mortgage, or other the premises, but that the said defendants would have complied with the reasonable request of your Orators, as in Conscience and Equity they ought to have done. But now so it is. May it please your honor that the said Francis H. Benson, John L. Brosnidge, William Moss Jr. and Charles A. Kingsbury combining and confederating together and with divers persons, at present unknown to your Orators, whose names when discovered your Orators pray they may be at liberty to insert herein with apt words to charge them as parties defendant hereto, and contriving how to wrong and injure your Orators in the premises they the said Francis H. Benson, Charles A. Kingsbury, John L. Brosnidge and William Moss Jr. absolutely refused to comply with such request.

And the said defendants sometimes allege and pretend that the amount due upon the said Chattel Mortgage is the sum of the promissory notes hereinbefore mentioned made by said Goodman Mason and endorsed to the said Benson Kingsbury and by them negotiated as

49c
aforesaid. to wit. the sum of Six thousand five hundred
Dollars. Whereas Your Orators Charge the Con-
trary thereof to be the truth, and that there is
no Amount or Sum of Money whatsoever due
thereon. — Your Orators further Charge that
the said outstanding ^{notes} or any part thereof have never
been taken up, or paid by the said Benson Kingsbury
or either of them or by the said John L. Beveridge or
William P. Miss. assignees as aforesaid or either of them
and that said notes are wholly without their Control

126
And your Orators further Charge that no demand
has ever been made of, or suit commenced or
instituted against the said defendants, or either or
any of them, with respect to the notes aforesaid,
nor have they secured or paid the same or any part
thereof, nor are the said Benson Kingsbury, or
their Estate, able to pay the same or any part there-
of. — All of which actings, doings, and
pretences of the said defendants are contrary to
Equity and good Conscience, and tend to the man-
ifest wrong and injury, and oppression of your
Orators in the premises.

In Consideration whereof, and for as much
as your Orators are entirely remediless in the
premises according to the strict rules of the
Common Law, and can only have relief in a
Court of Equity, where matters of this Nature are
properly Cognizable and relivable. —

To the end therefore that said Francis H. Benson
Charles A. Kingsbury, John L. Beveridge and William
P. Mox Jr. and the rest of the Confederates when
discovered, may upon their several and respective
corporate oaths, full true direct and perfect answers
make to all and singular the matters herein before
stated and charged as fully and particularly as if
the same were hereinafter repeated and they there-
unto, distinctly interrogated: and that not only
to the best of their respective knowledge and re-
membrance, but also to the best of their several
and respective information hearsay and belief:

127

1. - Whether said Calvin H. Goodman and Jerome W.
Mason jointly owned and conducted the business
of the Metropolitan Hotel in the City of Chicago, afore-
said as copartners or otherwise and if so how other-
wise under the firm name of Goodman and Mason
or some other and what other name or style from
the 27th day of June A.D. 1856. to the fifth day
of November 1857 or during some other and what
other period of time

2. - Whether on or before the 12th day of January
A.D. 1857. said Francis H. Benson was not doing
business at Chicago, aforesaid, as a Banker and
Broker under the name of F. H. Benson & Company
or some other and what other name.

3. - Whether said Francis H. Benson was not
then the sole proprietor of said business of F. H. Benson

4. If otherwise who were then the partners in said Business and where do they now severally reside. —

4. Whether on the 12th day of January A.D. 1857. Said Calvin H. Goodman and Jerome W. Mason as such Firm or otherwise and how did not open and keep their Bank Account with Said Francis H. Benson under said name of F. H. Benson and Company or otherwise and if otherwise how so. —

128

5. Whether Said Goodman and Mason did not about the time last aforesaid and when apply to Said Benson as such Banker as aforesaid to furnish them with accommodation and advances or otherwise and if so how otherwise to loan them monies or credits and to what if any extent and whether Said Benson did not then agree with Said Goodman & Mason to do so upon their furnishing him with collateral security for the same accommodations advances or loans or some or one and which of them. —

6. Whether in pursuance of said agreement or of some other and what agreement or otherwise and how otherwise Said Goodman and Mason did not make and execute to Said Benson in the Business name of F. H. Benson & Co. or otherwise and if so in what name a promissory note for \$10,000 bearing date the 14th day of January

A.D. 1857. payable to the order of Benson & Co. or
some other & what order, one Year hereafter and
also a Chattel Mortgage of all the Furniture
of the Metropolitan Hotel or of some other goods
and Chattels and what, and what was the nature
description and value of such other goods
& Chattels if any in order to secure the pay-
ment of said note or for some other and
if so what other purpose.

7. — Whether a Copy of said note and Chattel
Mortgage is not annexed to this Bill of Complaint
and marked Exhibit "A". —

129

8. — Whether the original note and Chattel
Mortgage of which said Copy is so annexed
as aforesaid or some other and what other
note and Chattel Mortgage were not on said 14th
day of January A.D. 1857. or at some other time
and when delivered to said J. H. Benson & Co.
or otherwise and if so to whom to be by him
held as Collateral Security for the payment of
any indebtedness then existing or which might
hereafter accrue from them to said J. H. Benson
& Co. or for some other and if so for what other
purpose.

9. — Whether said Francis H. Benson did not
thereupon or upon some other time or occasion
and when give and deliver to said Goodman
& Mason or to some one and to which of them

a Receipt or instrument in writing a Copy of which is annexed to this Bill of Complaint & marked "Exhibit B" or some other and if so, when other Receipt or instrument in writing -

10 - Whether said Francis H. Benson as such Banker and in the name of F. H. Benson & Co or in some other and what Capacity or Name and which did not discount for said Goodman and Mason and place to their Credit in their Account Current with said F. H. Benson & Co or some other account Current and what the proceeds of divers promissory notes and if so what were the dates amounts periods and what the amount of discounts charged upon each respectively.

11. Whether the same promissory notes or some or one and which of them were not from time to time and when paid or renewed and which and how

12 - Whether on the first day of June A.D. 1857 said Benson did not enter into a Partnership with one Charles A. Kingsbury as Bankers and Brokers at Chicago aforesaid under the Firm name of Benson & Kingsbury or some other and what Firm name

13 - Whether there was not then due and owing by the said Firm of Goodman & Mason to said F. H. Benson in said Banking business of

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J. H. Blusson & Co or otherwise and if so, how other-
wise upon said account Current, or upon some
other and what account and Secured by said
Chattel Mortgage the Sum of \$3010 or some other
and what other Sum of Money.

14. Whether on said 1st day of June A.D. 1857, said
Goodman & Mason did not open their Bank Account
or some other and what account with said Blusson
and Kingsbury as such Bankers as aforesaid.

15. Whether said Blusson did not then with the
Consent of said Goodman & Mason & Kingsbury or
otherwise and if so how otherwise transfer
the Amount so due to him upon said Account
Current with him or some other and what ac-
count or some other and what account ^{due to him upon some other and what account} then
to the Credit of said Firm of Blusson & Kingsbury
in their account with said Goodman & Mason
or some other and what Credit with them.

16. Whether the Consideration for the transfer
of said Credit was not the agreement by said
Goodman & Mason to open and keep their Bank
Account with said Blusson & Kingsbury and to
Deposit the Funds of said Goodman & Mason
with said Banking Firm of Blusson & Kingsbury.

17. Whether said Goodman & Mason did not
Continue to keep their Bank Account or some
other and what other account with said Blusson
and Kingsbury up to and until the 8th day

of October 1857—

18. Whether said account did not comprise Cash deposited Notes Discounted and other the ordinary transactions between Bankers and their Customers

19. Whether during the months of August and September or at some other time when said Goodman & Mason did not make and deliver to said Benson & Kingsbury for the purpose of being by them discounted or for some other purpose and for what and also that the proceeds or some and what part thereof might be placed to the Credit of said Goodman & Mason or some other and what Credit on the several days of the dates thereof respectively or on some other days or times and when four several Certain promissory Notes for the aggregate sum of \$4,500. or some other and what aggregate sum payable to the Order of said Goodman & Mason or some other and what order respectively and by them or by some other person and by whom Indorsed of the several dates and in the several Amounts next hereinafter mentioned or some other and what other dates and Amounts respectively;
 One dated August 12th 1857 at 60 days for \$2,000
 One dated August 12th 1857 at 60 days for 2,000
 One dated August 27th 1857 at 90 days for 1,000

one dated September 8th 1857 at 30 days for 1500.
20 - Whether on the 27th day of August A. D.
1857. or at some other time and when Said Goodman
& Mason did not make and deliver to
Said Benson & Kingsbury their promissory note
dated 15 August A. D. 1857 payable to the order
of themselves at 90 days after the date thereof
as collateral to one of said notes of 12 August
1857 at 60 days for \$2000, or for some other and
if so what other purpose and whether thereupon
Said Benson & Kingsbury or their authorized agent
and which and who did not make & deliver
to Said Goodman & Mason their receipt or agreement
in the words & figures in said stating part
of this Bill of Complaint in that behalf set
forth and contained. -

21 - Whether the amount of said four several
certain promissory notes (being \$6500 as above said)
less discount was not placed by Said Benson
and Kingsbury to the credit of Said Goodman and
Mason in their account current with them or
otherwise and if otherwise how and what part
if any of said notes or either of them were
so credited to Said Goodman & Mason & what
if any charges or discounts were charged to
them by Said Benson & Kingsbury for or in respect
of said notes or any or either and which of them.
22 - Whether the account current between said

Goodman & Mason and said Benson & Kingsbury was not closed on the 8th day of October A.D. 1857. or at some other time and when, and was not the Balance of said account at the time of the closing thereof or the time of settling or setting said Balance in favor of said Goodman & Mason to the Amount of \$2,500 upwards or to some other and what Amount —

134 23. Whether said Benson & Kingsbury or either of them or any persons or persons whomsoever & who for or on their or either and which of their account have paid or applied any Money or property whatsoever and which and what and in what Amount and when where and to whom and in what manner to or for or on account of said Goodman & Mason or of their said several promissory notes or any or either and which of them —

24. Whether said Benson & Kingsbury or either and which of them or any other person or persons whomsoever & who for them or either and which of them has done or performed any and if any what act and when and where and to whom and in what manner whereby said Balance of \$2500 or other the Balance of said account with said Benson & Kingsbury has been in any manner reduced or changed since the said 8th day of October A.D. 1856. and whether the

same balance or some other and what Balance does not still remain as a Credit in favor of said Goodman & Mason in their account with said Benson & Kingsbury as such Bankers as aforesaid.

25. Whether all or some and which of said several last named five several promissory notes of said Goodman & Mason have not been negotiated or sold by or for said Benson and Kingsbury and the proceeds and avails thereof been by them applied to their own use -

135 26. Whether any or either and which of said several last named promissory notes or any and what part of any or either and which of them has been paid by said Benson Kingsbury or either and which of them or by any other person by whom for them or either and which of them.

27. Whether said several last named promissory notes or some or one and which of them are not now in the hands of bona fide or other and what other holders And whether the same several notes or some or one and which of them are not now wholly out of the control of said Benson & Kingsbury and their assignees in said Bill of Complaint mentioned -

28. Whether on or about the 5th day of

November A.D. 1857. or at some other time and when said Goodman & Mason did not bargain sell and deliver to Augustus L. Gates all their right title and interest in and to the Furniture and Effects goods and Chattels of Every description belonging or appertaining to the Metropolitan Hotel aforesaid subject to the lien or incumbrance of any of said Chattel Mortgage —

136 29. Whether on or about the 14th day of October A.D. 1857 or at some other time and when the said Francis H. Benson and Charles W. Kingsbury did not make and Execute a Deed of Assignment or other and if so what other assurance of all their property Real and Personal good and effects of Every description or some part thereof and what part thereof and also of said Chattel Mortgage and Note for Ten thousand Dollars to John L. Browning and William Phelps Jr. in trust for the benefit of their Creditors if so what were the terms provisions and Conditions and what is the tenor and effect of said Deed of Assignment what is the Cash Value of the property and assets assigned thereby and what is the amount of indebtedness due to the Creditors for whose benefit the same is made —

30. Whether the said Benson & Kingsbury are not at the time of the filing of this Bill of

Complaint wholly insolvent if otherwise what is the nature value and description of their assets where are the same situate or in whose hands are they now held respectively -

31. Whether on the 14th day of January instant said John L. Beveridge & William Moss Jr. as such assignees as aforesaid did not present the said \$10,000 note to said Goodman & Mason and demand payment thereof or make some other and what other demand in respect thereof and whether said Goodman & Mason or one and which of them did not then and there notify said assignees that no indebtedness was at that time existing upon said note but that on the contrary the balance - between them and said Benson & Kingsbury was in favour of said Goodman and Mason for the reason that said Benson & Kingsbury had failed to provide for said four several promissory notes amounting together to \$6,500 or any part thereof or otherwise then and there give to said assignees or one or which of them some notice and what in respect of said several promissory notes hereinbefore mentioned or some or one and which of them or some what part thereof and whether said Beveridge & Moss or one & which of them did not then and there or at some other time and place and when and where declare the Condition of said Chattel Mortgage to be broken or make some other and

what declaration in respect of said Chattel Mortgage or some and what part thereof and whether entering said Hotel premises said assignees or one and which of them did not attempt to take possession of said goods and chattels or some and what part thereof or make some and and what other attempt in respect thereof and also make some threat or attempt and which to sell the same or some and what part thereof or some other threat or attempt and which in some manner and in what respecting a sale thereof —

138 32. — Whether the Complainants said Goodman & Mason or either and which of them has any & what legal security or guarantee that the proceeds of a sale if made under said Chattel Mortgage would ever be applied and how to the payment of the said four several promissory Notes so amounting together to \$6500 as aforesaid or any part thereof —

33. And that the said Francis & Benson may discover make and set forth a full true and particular Statement of the account Current and all and singular other the Accounts and transactions between said Goodman & Mason and said Francis & Benson and J. H. Benson & Co and each of them with the dates amounts and particulars of each item thereof respectively and particularly setting forth the dates parties periods amounts and particulars of

Each and every promissory note discounted or
 Each and every otherwise Credited by him to said
 Goodman & Mason in said Account or otherwise to-
 gether with a Statement of the Amount of Discount
 Interest or Commission on each of them respectively
 and all other Charges whatsoever in respect there-
 of and also setting forth particularly the dates
 & times and the Manner in which each of
 said several promissory notes were respectively
 paid renewed or otherwise disposed of and the
 Amount and particulars of Interest discount,
 Commission or other Charges made in respect
 of each of such renewals respectively —

34. And that said Francis H. Blason and Charles
 A. Kingsbury may discover make and set forth
 a full true and particular Statement of the Accounts
 Current and all and singular other the Accounts
 and Transactions between said Firm of Goodman &
 Mason and said firm of Blason & Kingsbury with
 the dates Amounts and particulars of each item
 thereof respectively and particularly setting forth the
 dates parties periods Amounts and particulars of
 Each and every promissory note by them received
 discounted or otherwise Credited to said Goodman
 & Mason in said last named Account Current or
 otherwise and how Credited or disposed of by said
 Blason & Kingsbury together with a Statement of the
 Amount of Discount or Commission by said Blason

and Kingsbury charged on each of them respectively
 and all other charges whatsoever in respect thereof
 And also setting forth particularly the dates and times
 and the manner in which each of said several
 promissory notes were respectively paid renewed
 or otherwise disposed of and the amount and par-
 ticulars of Interest discount Commission or other charge
 by said Brason & Kingsbury in respect of each of said
 renewals respectively? — And that under
 the direction of this Honorable Court an account
 may be had and taken of all and singular the
 said account current between said Goodman & Mason
 and said Francis H. Brason as said J. H. Brason & Co
 or otherwise and that the same may be adjusted and
 settled and that the Balance if any now remaining
 unpaid thereon may be ascertained and settled
 And that the said Chattel Mortgage may be decreed
 and declared to be a security for such balance
 only and that upon payment of such balance the
 said Chattel Mortgage may by the order and decree
 of this Honorable Court be delivered up and Can-
 -celled and that if this Honorable Court shall be
 of opinion that said Chattel Mortgage is to operate
 as a security for the account of said Goodman
 & Mason with said Brason & Kingsbury, or for any
 part thereof that then and in that case an account
 may under the direction of this Honorable Court
 be had and taken of all and singular the said

Account Current between said Goodman & Mason
 and said Benson & Kingsbury and that the Balance
 and final Statement thereof may be found settled
 and determined and that this Honorable Court may
 determine what Amounts Accounts or Balances are
 Secured by said Chattel Mortgage and that upon
 payment of the same Amounts Accounts or Balances
 respectively if any such are found to be now due
 and unpaid said Chattel Mortgage may be under
 the direction of this Honorable Court be delivered
 up and Cancelled and that the Amounts of said
 Accounts or Balances if any so to be paid as afore
 said may under the direction of this Honorable
 Court be paid and applied upon account and
 in part payment of the said several promissory
 Notes of said Goodman & Mason in such manner
 as this Honorable Court shall see fit. And that
 said Francis H. Benson Charles & Kingsbury John
 L. Beveridge and William Throp Jr and every
 of them may by the Injunction of this Honorable
 Court be respectively restrained from foreclosing or
 selling or attempting to foreclose or sell any
 of the goods or Chattels Comprised in said Chattel
 Mortgage and from assigning the same Chattel
 Mortgage and also from doing or attempting to
 do any act whatsoever under said Chattel
 Mortgage to the prejudice or molestation of the said
 Augustus L. Gates in his possession and enjoyment

of the goods and Chattels in said Chattel Mortgage Comprised until the hearing of this Cause or until the further order of this Honorable Court and that upon the hearing the said injunction may be made perpetual - And that your Orators and each of them may have such further and other Relief in the Premises as the nature of the Circumstances of the Case shall require of the Circumstances and to your Honor shall seem fit -

142 May it please your Honor to grant unto your Orators not only a writ of Injunction to said Francis H. Benson Charles A Kingsbury John L Beveridge and William Moss Jr and Each of them thereby restraining them respectively from foreclosing or selling or attempting to foreclose or sell any of the goods or Chattels Comprised in said Chattel Mortgage and from assigning the said Chattel Mortgage and also from doing or attempting to do any act whatsoever under said Chattel Mortgage to the prejudice or molestation of said Augustus L. Gates in his possession and enjoyment of the goods and Chattels in said Chattel Mortgage Comprised until the hearing of this Cause or until the further order of this Honorable Court But also a writ of Summons to be directed to said Francis H. Benson Charles A Kingsbury John L Beveridge William Moss Jr and the rest

if the Confederates when discovered thereby Com-
manding them and every of them at a Certain
day and under a Certain pain therein to be
limited) personally to be and appear before Your
Honor in this Honorable Court and then and there
full true direct and perfect answer make to all
and singular the premises and further to stand
to perform and abide by such further or other
order direction or decree therein as to your
Honor shall seem meet, And your orator
S.C.

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M. D. Hennesey
Sole for
Complts.

Calvin H Goodman
Jerome W Mason
Augustus L Gates

State of Illinois }
Cook County } S.C.

Calvin H Goodman one of the
above named Complainants being first duly sworn
says that he knows the contents of the foregoing
bill of Complaint by him subscribed, and that the
facts therein stated are true to his knowledge
except such matters as are set forth to be
of information and belief, and those he believes
to be true

Subscribed & sworn to Calvin H Goodman
before me this 20th day of January A.D. 1858.
Wm L Church. S.C.

Let the writ of Adjunction issue in Conformity
 with the prayer of the foregoing Bill of Complaint
 the Complainants filing a Bond in the penalty of
 Twenty five Hundred Dollars to be Executed by
 Calvin H Goodman Jerome W Mason Augustus L
 Gates & Thomas Speer
 To the Clerk of the Cook } George Manierre
 County Circuit Court } Judge of Justice
 Cr. Ills.

"Exhibit A."

referred to in the foregoing Bill

144. This Indenture made this fourteenth day of
 January in the Year of our Lord one thousand eight
 hundred and fifty seven. Between Calvin H
 Goodman and Jerome W Mason of Chicago
 in the County of Cook and State of Illinois party
 of the first part. and Francis W Benson of
 the same place party of the second part
 Witnesses etc. That the said party of the first
 part for and in consideration of the sum of
 Ten Thousand Dollars in hand paid the receipt
 whereof is hereby acknowledged do hereby grant
 sell convey and confirm unto the said party of
 the second part heirs and assigns all and
 singular the following described Goods and
 Chattels. to wit.

List of Furniture in Met. Hotel.

	286 $\frac{1}{2}$ Silver Ware	1000. 00
	Cutlery	400. 00
	150 40ths Best Hair Mattresses	3000. "
	20 40 " Pig " "	
	20 25 " " " "	
	20 No 2 Bolsters	
	300 No 1 Pillows	
	75 No 1 Do	
	205 Ops Blankets	
	182 Counterpanes	
	300 Pa Cotton Sheets	
	100 Pcs Linen "	4000. 00
145	154 Bedsteads	1000. 00
	125 Washstands	400. 00
	20 Bureaus	200. 00
	26 doz Chairs	400. 00
	3 " Upholstered Chairs	300. 00
	1 Safe	110. 00
	Crockery	1000. 00
	Kitchen Furniture	300. 00
	Stoves &c.	400. 00
	Shoes from four to six thousand at all times	
	2000 Yards Carpeting	2000. 00
	Dance & Parlor Furniture	600. 00
	Curtains &c.	600. 00
	Chamber Crockery	

Make a note of 10,000 payable 1 Year after date

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Together with all and singular the appurtenances
 thereto ^{and} belonging or in any wise appertaining
 To have and to hold the same unto the said Francis
 H Benson his heirs Executors administrators and
 assigns to his and their sole use for ever
 And the said Goodman & Mason for themselves
 heirs Executors and administrators do Covenant
 and agree with the said Francis H Benson
 their heirs Executors administrators and assigns
 that they are lawfully possessed of the said Goods
 and Chattels as of their own property; that the
 same are free from all incumbrances and that
 they well and their heirs Executors and administrators
 shall warrant and defend the same unto the
 said party of the second part, his heirs Executors
 administrators and assigns against the lawful
 Claim and demands of all persons. Provided
 Nevertheless That if the said Goodman & Mason,
 their heirs Executors administrators or assigns,
 shall well and truly pay or Cause to be paid
 unto the said Francis H Benson his heirs Executors
 administrators or assigns one promissory note
 bearing even date herewith for Ten Thousand Dollars
 payable one Year after date with interest at ten per
 Cent per Annum to said Benson or order at the
 Banking house of J H Benson & Co in said Chicago
 and signed by said Goodman & Mason. then and
 from thenceforth here presents and Everything -

therein contained shall cease and be null and
 void - And provided also That it shall
 be lawful for the said Goodman & Mason their
 heirs Executors and administrators to retain pos-
 session of the said granted property, and at their
 own Expence to keep and to use and enjoy the
 same until the said Goodman & Mason or their
 heirs Executors administrators or assigns shall
 make default in the payment of said sum of
 Money above specified either in principle or
 Interest at the time or times and in the manner
 hereinbefore contained or unless the said Francis
 & Reason shall fear diminution removal or waste
 for want of proper Care or if the said party of the
 first part shall sell or assign or attempt to
 sell or assign said goods and Chattels or any
 part thereof or if any writ issued from any
 Court shall be levied on any part of the above
 described Goods & Chattels that then and in any
 of the aforesaid Cases all of said Money both
 principle and interest shall become due and
 payable and the said party of the second part
 his heirs Executors administrators and assigns
 agents or Attorneys or any of them may elect
 thereupon to take possession of ^{the} said property and
 for that purpose may pursue the same or any part
 thereof wherever it may be found and also
 may Enter any of the premises of the said party

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of the first part with or without force or process of law, wherever the said Goods and Chattels may be or be supposed to be. and Search for the same and if found to take possession of and remove and sell and dispose of said property or any part thereof at Public Auction to the highest bidder after giving ten days notice of the time place and terms of sale together with a description of the property to be sold either by publication in some Newspaper in the City of Chicago or by similar notices posted up in three public places in the vicinity of such sale or at private sale with or without notice for Cash or on Credit as the said Francis H. Blason his heirs Executors administrators or assigns agents or Attorneys or any of them may Elect and out of the Money arising from such sale to retain first all costs & Charges for pursuing Searching taking removing keeping storing advertising and selling of said property goods, Chattels and Effects. and all prior liens together with the Amount due and unpaid upon said Note or any of them either in principle or interest rendering the surplus of the Money arising from such sale (if any there shall be) unto Goodman & Mason or their legal Representatives -

Witness our hands and Seals the day and

As first above written.

Calvin H Goodman Seal
Jerome W Mason Seal

State of Illinois }
Cook County } ss.

I C DeWolf Justice of the peace
in and for said County do hereby Certify that
this Mortgage was duly Acknowledged before
me by the above named Calvin H Goodman
& Jerome W Mason this 14 day of January
A.D. 1857. Calvin DeWolf J.P. [Seal]

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No 50.513 filed for record January 20 1857.

Exhibit B.

Referred to in the foregoing Bill.

Chicago January 14th 1857. Received of Goodman
and Mason a Chattel Mortgage upon Furniture
&c. in the "Metropolitan Hotel" Conditioned for
the payment of a note dated January 14 1857
for Ten Thousand Dollars payable in one year
after date. Said Mortgage and Note brought
by me as Collateral Security for any indebted-
ness now existing or which may hereafter
accrue from said Goodman & Mason to me
or to J. H. Benson & Co whether the same be

in form of Bill Note Check or Account or in any matter whatever.

And I agree to give up said Note and Cancel said Mortgage at any time when said Goodman and Mason or either of them shall pay all indebtedness from said Goodman and Mason to me or to J. H. Benson & Co.

Witness my hand
J. H. Benson

Cross Bill of Benjamin F. Haddock

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To the Honorable the Judge of the Circuit Court of Cook County and State of Illinois In Chancery.

Your Orator Benjamin F. Haddock humbly Complaining shows unto Your Honor that on or about the 20th day of January in the Year of our Lord eighteen Hundred and fifty eight Calvin M. Goodman Jerome M. Mason & Gates filed in this Honorable Court a bill in Chancery against Francis M. Benson John M. Perridge and William O'Keefe - which Bill is in substance as follows: That Calvin M. Goodman and Jerome M. Mason jointly owned and conducted the business of the Metropolitan Hotel of the City of Chicago

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aforesaid as copartners under the firm name of
Goodman & Mason from the 27th day of June AD
1856 to the 5th day of November AD 1857. That
on or before the 12th day of January 1857 Francis
W Benson was doing business at Chicago aforesaid
said as a banker and broker under the name
of F W Benson & Co. — That on the 12th day of
January 1857 Your creators Calvin A Goodman and
Jerome W Mason as such firm as aforesaid opened
and kept their Bank account with said Benson
under said name of F W Benson & Co.

That having occasion from time to time of
accommodation and advances on their said busi-
ness they applied to the said Francis W Benson
to furnish them as such banker as aforesaid
with the same. — That the said Benson agreed
to do so upon their depositing Collateral Security
for such accommodation and advances. That
in pursuance of said agreement Goodman &
Mason executed a promissory note for the
sum of Ten thousand Dollars bearing date
the 14th day of January AD 1857 and payable to
the order of said Benson one year thereafter
and a Chattel Mortgage of the same date
of all the furniture of the said Metropolitan
Hotel, to secure the payment of the said
note as by the note and Mortgage Reference
to them being had more fully & at large appears.

That the said Note and Chattel Mortgage (a copy of which is hereto subjoined marked Exhibit "A" were delivered by said Goodman & Mason to said Benson to be held by him as collateral security for the payment of any indebtedness then existing or which might thereafter accrue from them to the said Benson as such banker as aforesaid and a receipt therefor (a copy of which is hereto subjoined marked Exhibit B) taken by them from the said Benson. That said Benson discounted for the said Goodman and Mason and placed to their Credit on said account 152 Current divers promissory notes which were from time to time paid or renewed.

That on the 1st day of June A.D. 1857 said Benson entered into a copartnership with one Charles Kingsbury as Bankers and Brokers at Chicago aforesaid under the firm name of Benson Kingsbury and that there was then due and owing from said firm of Goodman & Mason to the said J. H. Benson upon said account Current and secured by said Chattel Mortgage the sum of Three thousand six hundred and ten dollars and no more.

That on the said 1st day of June A.D. 1857 said Goodman & Mason opened their Bank account with the said Benson Kingsbury as bankers aforesaid and said Benson then with the consent of said Goodman & Mason transferred the amount

So then due to him upon said account Current so
 due to him to the Credit of said firm of Benson &
 Kingsbury on their account with Goodman & Mason
 and that said Goodman & Mason kept their bank
 account with said Benson & Company Kingsbury
 up to the 8th day of October A.D. 1857. That said
 account composed the Cash deposits notes discounts
 and other the ordinary transactions between banks
 and their Customers — That during the months
 of August & September following the said Goodman &
 Mason made and delivered to the said Benson &
 Kingsbury for the purpose of being by them discount-
 ed and placed to their Credit on said last mentioned
 Current Current and on the several days Corresponding
 to the dates of the same respectively four promiss-
 ory notes for the sum of Six thousand five hundred
 dollars which said notes were made payable
 to the order of themselves and by them endorsed and
 were of the respective dates and for the several
 amounts following (viz):

One dated Aug. 12 th at 60 days for	\$2000 —
One dated Aug. 12 at 60 days for	2000 —
One dated Aug. 27 at 90 days for	1000 —
One dated Sept. 8 th at 30 days for	1500 —

And that on the 27th day of August A.D. 1857
 the said Goodman ^{& Mason} made and delivered to said
 Benson & Kingsbury their promissory note dated
 the 15th day of August A.D. 1857 payable to the

Value of themselves at 90 days after date as collateral
to one of the said notes of August 12th at bodays for
\$2000 and that thereupon one of said Benson and
Kingsbury made and delivered to said Goodman &
Mason their Receipt or agreement in the words and
figures following:

Banking Office of Benson Kingsbury
461 Bank St. Chicago Aug 27/88

1574 Recd of Goodman & Mason a note for fifteen hundred
dollars dated August 15 1887 at 90 days as collateral
Security for their note No 1788 for Two Thousand
Dollars payable at Sanford Bros New York City
12 Aug 1st @ bodays.

Benson & Kingsbury
for Pooling

as by said Receipt which your orators please
please to produce and refer to will fully and ab-
solutely appear. That the amount of said
notes be discount were by said Benson and
Kingsbury placed to the Credit of said Goodman
& Mason in said account Current and that the balance
of said last named account Current was at the
time the same was closed that is to say on the
8th day of October last in favor of said Goodman
& Mason to the amount of Twenty five Hundred
Dollars and upwards. That said Benson
& Kingsbury have not or have either of them or
any person or persons whatsoever for or on

them or either of them account paid or applied any
money or property whatsoever to or for or on account
of said Goodman Mason or of their said several
Notes. nor have said Benson Kingsbury done
or performed any act whatsoever whereby said
balance of Twenty-five hundred dollars and up-
wards has been in any manner reduced
or changed and that the same shall remain as
a Credit in favor of said Goodman Mason on
their account with said Benson Kingsbury as
such bankers as aforesaid.

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That all of
of the said several notes have been by the said Benson
Kingsbury negotiated and sold and the proceeds
and avails thereof have been by them applied
to their own use one of said notes having been
as said Goodman Mason & Gates are informed
and believe transferred by said Benson and
Kingsbury as collateral security to some person
or persons to them unknown.

That neither of the said notes or any part thereof
has been paid by the said Benson Kingsbury
or either of them nor by any other person for
them or either of them but that the said notes
except such of them as have been satisfied by
your creditors are now in the hands of bona
fide holders who are to your creditors unknown
and that the same several notes are now
wholly out of the control of the said Benson and

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Kingsbury and their assignees herein after men-
tioned). — And the said Goodman Mason
Lyles further shew unto your honor that
on or about the 5th day of November A.D.
1857 they said Goodman Mason bargained,
sold and delivered to the said Augustus Lyles
all their right title and interest in and to the
furniture and effects goods and Chattels of every
description belonging or appertaining to the
Metropolitan Hotel aforesaid subject however
to the lien and incumbrance of the said Chittie
Mortgage.

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That on or about the 14th
day of October A.D. 1857 the said Francis H.
Mason and Charles A. Kingsbury aforesaid made
and executed an assignment of all their property
goods and effects of every description and also
of said Chattel Mortgage and note for Ten
thousand Dollars to John L. Beresford and William
P. Prop. Jr. of the City of Chicago aforesaid in trust
for the benefit of their Creditors by virtue of
which assignment the Chattel Mortgage and
note hereinbefore mentioned have passed
into the hands, possession, and control of
the said assignees and that they believe the
Mason Kingsbury are now wholly insolvent.

That on the 14th day of January instant
that being the day on which the said note and
Mortgage aforesaid purported to be due, the

Said John L. Beveridge and William Moss, Assignees as aforesaid presented the said note to the said Goodman & Mason and demanded payment of the same, and notwithstanding the said Goodman & Mason informed the said Beveridge and Moss that no indebtedness from them to the said Pearson or to the firm of Pearson & Kingsbury existed either in respect to the said promissory note or otherwise the said notes having been by said Pearson & Kingsbury negotiated and disposed of as aforesaid. Said the said Beveridge & Moss declared the continuation of the said Chattel Mortgage broken and entering the said Hotel premises attempted to take possession of the aforesaid goods and Chattels and foreclose the said Mortgage by selling the same and every part thereof.

157 And that the said Goodman & Mason Gates fear that said assignees will enforce said sale unless they are restrained by the injunction of this honorable Court.

And that the said Goodman & Mason and Gates show unto the Court that they have not nor hath any or either of them any security or guarantee that the proceeds of such sale if made either wholly or in part would be applied to the payment of the aforesaid note or any or either of them outstanding against the said Goodman & Mason and they frequently