No. 14751

Supreme Court of Illinois

Vennum

vs.

Davis

71641 7

STATE OF ILLINOIS,

SUPREME COURT,

THIRD GRAND DIVISION.

No. 105

J. W. Middleton & Co., Stationers, 190 Lake St.

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SUPREME COURT OF ILLINOIS,

THIRD GRAND DIVISION.

April Term, 1864.

Hiram Vennum,

vs.

Samuel C. Davis, Matthew Moody, Henry T. Tomlinson, Charles B. Sawyer, Nathan W. Perkins, William Vennum, and George King.

Error to the Superior Court of Chicago.

ABSTRACT OF RECORD.

3 Bill filed June 13, 1860, states that in 1856, William Vennum and George King were partners, merchants at Milford, Iroquois county. In June, 1857, King sold his interest in the goods on hand to complainant, for about $1,300, being 92½ cents on the dollar, on cost. He immediately formed a partnership with Wm. Vennum—style, W. & H. Vennum—
4 in selling goods at Milford. Continued till January, 1859, when they sold out their stock at auction. During the partnership, complainant lived on his farm, four miles from Milford, and left the entire management of the business to his partner—in whom he had unbounded confidence—who bought the goods for the firm from divers parties in Chicago. When they dissolved and sold out their stock, they were indebted in Chicago for merchandize; but to what extent complainant did not know, and had no means of knowing, except from the representations of his
5 partner, who made all the purchases, for which they had been often sued;

and many of the debts were paid by complainant, on execution, out of his individual means. At the time they sold out, he was informed by his partner, and believed, there were no debts of any great amount existing against them; and they divided the partnership property and effects with that understanding; when he found that his partner had wasted, squandered, and lost, about $3,700, or that there was that amount he could not account for, and that there was not enough left to pay his advances, in excess of those of his partner. Since the dissolution, he has
6 discovered that they were indebted for goods purchased by his partner for the firm, about $3,000; that he has frequently been sued, and his property seized by the sheriff and sold to pay said debts, by which he has been greatly vexed, harrassed, and troubled in mind, by the sacrifice of his property to pay debts and costs; but believing the debts honest, could make no defence.

He has recently learned, that when they entered into partnership, the old firm of King & Vennum were greatly indebted for goods to various firms in Chicago; that he knew nothing of this when he entered into partnership—had no means or occasion of knowing; that he was to become in no wise responsible for the debts of King & Vennum. At their dissolution, as he has recently discovered, they were indebted to
7 defendants, Davis, Moody & Co., $2,176.14, for which said firm, Sept. 11, 1857, gave them their note at one day, payable at their office in Chicago, with 10 per cent. interest. Copy made Exhibit A. Credits endorsed on note, Oct. 29, 1857, $201; Dec. 3, 1857, $175; Sept. 18, 1858, $100.

In Dec., 1858, he was served with a summons from the Cook County
8 Court of Common Pleas, in favor of Davis, et al. *vs.* complainant, Wm. Vennum, and King; that believing it was a just debt for goods purchased for their firm, he made no defence, and did not inquire into the matter, having then full confidence in his partner, and believing that King was surety on the note; as he knew nothing of any indebtedness of King & Vennum. Jan. 7, 1859, judgment was rendered for $1,941.74,
9 and costs; Jan. 8, 1859, execution issued to Iroquois, levied March 10, 1859, on lot 5, in N. E. ¼ Sec. 3; and lots 6, 7 and 8, in N. W. ¼ Sec. 2, T. 25, R. 12 west, containing in all, 397 acres. Levy filed March 11;

10 sold, April 9, to Sawyer, plaintiff in execution, lot 5 for $320, lot 6 for $400, lot 7 for $400, and lot 8 for $903.87—in all, $2,023.87. Certificate executed to Sawyer, filed with recorder. Sawyer paid nothing, but bid debt and costs for plaintiffs.

In 1858, and fore part of 1859, he was frequently sued, as partner of Wm. Vennum, for debts against them, of which he knew nothing until after he was sued; and after discovering that their debts were much more numerous than represented, he went to Chicago in Sept., 1859, to
11 see all the persons of whom his partner had bought goods, and ascertain what they owed, that he might provide for their payment, or get time, without being further harrassed; when he learned from Davis, Moody &c., for the first time, that their debt was contracted by King & Vennum, and that Wm. Vennum had signed the firm name of W. & H. Vennum, not only to this, but to a large amount of other like indebtedness, without any right or authority from complainant. This note was given wholly for debt of King and Vennum. Charges that Davis, Moody & Co., and Wm. Vennum, confederated to injure, wrong, and oppress com-
12 plainant—procured and persuaded Wm. Vennum to sign the name of W. & H. Vennum to the note, knowing that it was given for the debt of King & Vennum. Had he known it was the debt of King & Vennum, would have defended, or applied to court of chancery to enjoin the action; but as he had full confidence in his partner, and did not know or suspect that he had or would sign their firm name for debt of King & Vennum, till long after his lands were sold, he could not defend or enjoin the action. King and W. Vennum are insolvent, and if compelled to
13 redeem the lands he will be remediless.

At rendition of said judgment, complainant was, and now is, owner of said lands; that they constituted his homestead; he had his dwelling house, barns, and other necessary buildings and residence thereon; was and is a house-holder; has resided thereon with wife and family ten years past; that they were sold by the sheriff without appraising or setting off homestead by six or any number of jurors, and without his having released his homestead right in any manner. Sale contrary to law. Debt not
16 contracted for purchase or improvement, but for goods. Answer under oath waived. Prayer that the sale be set aside; that the judgment, as

against complainant, be set aside or made void; that Davis, Moody & Co. be enjoined from collecting the debt from him; and for general and alternative relief.

"EXHIBIT A."

"$2,176.14. CHICAGO, Ill., Sept. 11, 1857.

"One day after date, for value received, I promise to pay Davis, "Moody & Co., or order, twenty-one hundred and seventy-six $\frac{14}{100}$ dollars, "at their office in Chicago, with interest at ten per cent. per annum.

"VENNUM & KING,
"W. & H. VENNUM."

18 AMENDMENT to bill, filed Nov. 14, 1860, states that the transaction of the giving of said note, and the consideration of it, were known only to Davis, Moody & Co. and W. Vennum and King; that W. Vennum and King being incompetent witnesses in the action at law, complainant had
19 no witness nor other evidence by which he could have proved in the action at law that the note was given wholly for the debt of King & Vennum, and that he was not liable on it, except by obtaining a discovery from the plaintiffs in the action at law; that at the time of taking the note by D. M. & Co. from W. V., they well knew that it was given for the debt of K. & V., and for which they well knew complainant was in no manner liable, and that he had not assumed or undertaken to pay the same.

That the several tracts sold lay adjoining each other, forming one compact body, or lot of land; and as such, were his homestead, with his dwelling house, barns, &c. thereon.

21 SUMMONS to Iroquois, served on King and W. V., June 16, 1860.

25 Dec. 4, 1860, Davis, Moody & Co. file demurrer to bill, for want of equity.

27 Jan. 17, 1861, leave to complainant to examine W. V. and King, subject to exceptions.

28 April 2, 1861, demurrer overruled.

termined at law, and for which complainant is entitled to no relief in equity, and ask the same benefit as if they had demurred to bill. Deny all fraud and combination.

35, Dec. 7, 1863, defendants D. M. & Co. move to suppress depositions of W. V. and King, on ground of interest—overruled—excepted to.

37 Dec. 11, 1863, certificate of proofs filed.

39 WILLIAM VENNUM'S deposition taken Oct. 24, 1862. 1. Age, 32; formerly merchant, now attempting to settle up old business; residence, Milford, Iroquois county. 2. Acquainted with H. V. and K., partially with Moody & Sawyer; known H. V. all my life; K. 10 years; M. & S. 4 or 5 years. 3. K. and I were in partnership; commenced in Fall of 1855; business, buying and selling dry goods and groceries, at
40 Milford, Iroquois county. 4. Said partnership was dissolved in May, 1857, by King selling out. 5. To H. V. 6. K. sold to complainant on credit of six months, I think; not positive as to time; think a small portion paid down; one half the invoice of goods was about $1,300, for which H. V. was to pay K. 92 cents on the dollar, as per invoice. 7. Style of partnership (old) was Vennum & King. 8. Style of new firm
41 was W. & H. Vennum; it continued to February, 1859. 9. V. & K., when K. sold out, were indebted to several firms in Chicago for goods. 10. No arrangement was made at time of sale by K. to H. V. concerning payment of the old debts; H. V. was not a party to any arrangement or agreement for their payment, nor did he ever agree to assume
42 or pay any of said debts. 11. V. & K. were to pay them. 12. At time of sale by K. to H. V., V. & K. were indebted to D., M. & Co. about $2,000. 13. For goods bought of them at sundry times in 1856 and 1857, up to time of sale by K. to H. V. Q. 14. How, and by whom, was that indebtedness settled? A. At the time of buying goods we usually gave a note for the amount; and in settling up finally, in Sept., 1857, I lifted all the old notes and gave a new note, and signed the names of the two firms of Vennum & King and W. & H. Vennum thereto. Q. 15. Did any person request you to sign the name of W. & H. Vennum to the said note; if yea, who? Did you make any reply to that requst; and if any, what? A. There did some one request me to sign the name
43 of W. & H. Vennum to said note; it was Matthew Moody; I did reply

to Mr. Moody. I told Mr. Moody that I did not want to encumber the firm of W. & H. Vennum with the debts of Vennum & King; that neither Hiram Vennum nor the firm of W. & H. Vennum were to pay the debts of Vennum & King. This is, in substance, as near as I can remember, my reply to Mr. Moody. 16. I told him that Hiram Vennum had nothing to do with the debts of V. & K. Mr. Moody said that if I would sign the name of W. & H. V. to the note, he would give us time on the note. Upon this consideration of getting time, I thought it would enable the firm of V. & K. to make the money out of the effects
44 or the debts of V. & K. to pay said note, and for this reason I signed said note. 17. The note was sued in the Cook County Court of Common Pleas, and judgment obtained on it. 18. No suit was ever brought by D., M. & Co. against H. V., G. K. and myself in that court, except on that note, to my knowledge. 19. Myself and Matthew Moody were the only persons present at the giving of said note. Hiram Vennum was not present, and had no knowledge of the giving of said note. 20. I in-
45 formed H. V. of the giving of said note, as near as I can remember, about the last of April, 1859, which was the first time I informed him of the consideration of it. This was the first time he ever had information of the consideration of said note, so far as I know. I think I never had any conversation with H. V. in regard to the giving of said note, or in regard to its having been given for a debt due from V. & K. prior to that time. 21. H. V. lived on his farm in Milford township, Iroquois county, about four miles north of Milford. 22. I had the management
46 and control of the partnership transactions of W. & H. V. during its existence. 23. He had nothing to do with the buying or selling of the goods, or the giving of notes for the firm of W. & H. V. during its existence. H. V. paid some of the debts of the firm after the dissolution. Further than this, I did all the business of the firm. 24. He knew nothing about the debts contracted for goods bought by the firm, only as I
47 informed him. 25. I am some acquainted with the lands. The E. $\frac{1}{2}$ of lot 3, T. 25 north, R. 12 west, is under cultivation, and has been for 25 years. The W. $\frac{1}{2}$ is under fence, or mostly so; is timber and brush. Lots 6, 7, and 8, in N. E. $\frac{1}{4}$, 25, 12, was once all prairie; is now all fenced, and mostly in cultivation, and occupied by H. V., and has been for 20 years. He has resided thereon for 20 years with his family, consisting of himself, wife and one child, his mother and step-son. 26. That part of lot 5 in cultivation, has been so 25 years, and occupied by H. V. as a

48 part of his homestead. 27. The improvements on the land, when sold on said execution, were, three barns, one dwelling house (in which he resided), a corn-crib, buggy-shed, out-houses, &c.

Cross-Interrogatories. 1. I do not know whether H. V. paid K. for his interest in the firm of V. & K. in part or not (I know at the time of the sale he agreed to pay him), unless it be a small portion paid down at time of sale. 2. The debts of V. & K. were, by the arrangement, to
49 be paid out of the outstanding debts belonging to them. 3. There was no provision made for their payment in the sale of K. to H. V., but it was understood by V. & K. that their debts were to be paid with their outstanding debts. 4. I cannot tell what has become of the avails of the sale by K., nor why he did not make some provision for the payment of the debts of his firm. 5. W. V. and K. became insolvent some time in the Winter of 1858–9; I cannot tell exactly the time. I think there were executions out against them in the fore part of that Winter. There
50 was no property subject to execution to my knowledge, by March, 1859. 6. The dwelling house of H. V. is on lot 7, I think; but near the line between 6 and 7. They contain 80 acres each. 7. At time of execution of the note, V. & K. had considerable property in their hands, and were much indebted, and were paying some of their debts. I then thought there would be property enough to pay the debts, but since it has proved insufficient. Q. 8. Was not the main inducement for the execution of the note, that you might obtain time on the debt? A. It was. 9. I bought the goods for which the note was given. Some were bought of a clerk, and some of Moody himself, I think. 10. H. V. did not, to my knowledge, turn out his farm on the execution of D., M. & Co., nor did I ever hear him say he had.

51 GEORGE KING. 1. 58; county treasurer; residence, Middleport.
52 2. Acquainted with W. & H. V. only. 3. I was in partnership with W. V. in 1856 and 1857; think I sold out in the Fall of 1857. Were in dry goods business, at Milford, Iroquois county; firm, Vennum & King. 4. In the Fall of 1857 I sold out my interest in the firm to H. V. 5. He gave me for my interest, two notes, payable in six and twelve months, each for one half of my interest in the concern, at 92 cents on the dollar, I believe. He did not assume any of the debts of V. & K.

53 *Cross-Interrogatories.* 1. H. V. gave me two notes for my interest in the firm of V. & K. I turned them over to my creditors soon after I got them. Cannot state precisely their amount; believe they were about $600 each. Q. There was no arrangement made with H. V. about the debts of V. & K., at all. They were to be paid out of the debts coming to V. & K., by an arrangement between W. V. & myself. 3. There was no provision made for the debts of V. & K., only as I have stated in my
54 last answer. Q. 4. What has G. K. done with the proceeds and avails of that sale; and how does it happen, that at the time he made no provision for payment of the debts of his firm? A. I turned the notes over to my creditors soon after the sale to H. V. There was this provision made between me and W. V.: he was to collect the outstanding debts due the firm, and pay their debts with them; and I understood from him that there would be a surplus of near $3,000 to be divided between us after paying all our debts. 5. W. V. & K. became insolvent some time after the sale; I do not remember at what time; cannot fix a date. It was a year or two, perhaps two years, after I sold out to H. V. I do not
55 remember at what time executions came out. It was in the neighborhood of two years before all the property subject to execution was gone. 7. At the time of the execution of the note, I supposed V. & K. were solvent, and that we could pay our debts and have a surplus left. Q. 9. Who bought the goods for which the note was given? were they bought of a clerk of D., M. & Co.? A. I don't know anything about it, more than I think W. V. bought most of the the goods for V. & K. I don't
58 know who he bought them of.

ROBERT NILSON'S deposition, taken Feb. 7, 1863. 1. Age, 45;
59 residence, Milford; farmer. 2. county surveyor ten years. 3. Am acquainted with the lands described in bill: lots 6, 7, and 8 adjoin; 8 the most northerly, 7 next south, and 6 next south of that; lot 5 corners with
60 6 on the S. W. They are occupied by Hiram Vennum as his residence or home, and have been 15 or 20 years. Lot 5 is partially improved;
61 50 acres fenced, 25 in cultivation; log house on 5, occupied by tenant; 6 all fenced, pasture; 7 all fenced, 40 acres pasture, 40 in cultivation, 2 framed barns on it from four to six rods from north line; lot 8 is all fenced and in cultivation; dwelling house, in which H. V. resides, is on south side of 8; also a barn, cribs, buggy-shed, and other buildings on
62 south side of 8. When county surveyor, I surveyed these lines several times.

63 GEORGE KING corrects statement in former deposition, that V. & K. dissolved in the Fall: it was in May, 1857.

66 Defendants, D., Moody & Co., gave in evidence, deposition of—

MOSES H. MESSER. 1. Age, 34; county surveyor of Iroquois; residence, Onarga. 2. Known the Vennums and King five or six years;
67 once saw Sawyer. 3. Have surveyed all the lots, in July, 1861, and have made a map of them. 4. Map annexed. 5. H. V. was then in possession of said lots and dwelling house, which is on lot 8. 6. The barns
68 represented on schedule A, south of line marked "south line of lot eight," are correctly located on the map; location of dwelling house, measured by the eye, is substantially correct; same as to barn, crib, and out buildings north of house, being in enclosures fixed by measurement. Log house on 5, and school house on 6, as represented; map correctly designates location of all fences, except the diagonal across S. W. part of 7;
69 no other fences than represented on map, except an old one near a grave yard, in lot 8; map correctly designates location of enclosures, and size of lots.

73 MAP.

76 THEODORE AYRES, for D., M. & Co., testifies: 3. In 1858 and
77 1859 was sheriff of Iroquois. 4. I served the summons on complainant in the suit at law, if my name is on it; have no particular recollection of it; if I served it, I read it to complainant and W. V. and K. 5. I received a writ of *fieri facias* in favor of D,. M. et al. *vs.* H. V., W. V. and K., and levied on lands of H. V. It has been so long since, it is difficult to remember all that was said by him. He stated he was anx-
78 ious to close it up with as little trouble and expense as possible, or words to that effect—at or about the time of presentation. 6. He authorized me to say to plaintiffs that he was anxious to close it up with as little expense as possible; that he would turn out real estate abundantly sufficient to make it perfectly secure, and desired me to use my influence with them to have them bid off the real estate for full amount of debt and costs, in order to save further costs of a reissue of the execution, or to that effect. 7. I wrote one or more letters to the plaintiffs to that
79 effect. 8. He stated he had other lands he could turn out, but he turned out his home farm that they might have a stronger assurance that it would be redeemed.

The foregoing interrogatories and answers objected to by complainant.

Cross Interrogatories. 1. I received instructions from plaintiffs to levy on all of H. V.'s real estate, advertise, and notify them of time of sale; that they would bid it off at a nominal value, so as to get at his personal property, or words to that effect. 2. I think I communicated these instructions to H. V. at or about the time of the levy, and at his house, I
80 think. 3. From what H. V. said at the time he authorized me to communicate to plaintiffs, as stated above, I think he considered it a debt of his own and W. V.'s, or of the firm of W. & H. Vennum, and treated it as such. 4. I think there was nothing said at that time about this being a security debt, or a debt of Vennum & King. 5. He expressed his astonishment that W. & H. V. should have got so deeply in debt, in so
81 short a time. 6. Think the presentation and levy were made at same time, but not certain. 7. I presume H. V. at the time had a considerable amount of personal property; he generally has a considerable amount of horses, cattle, hogs, and other personal property. 8. The effect of presenting the execution to H. V., and the communication to him, was that he seemed deeply anxious to have it fixed up at once, by sale of his lands, with no more expense or executions. 9. Neither the plaintiffs nor their agents or attorneys were present at the sale of the lands. Q. 10. Who was present at said sale and bid off the lands? A. I had been previously instructed by the plaintiffs to bid off the lands in their names, for debt and costs.

82 Defendants offered in evidence a deposition of William Vennum, taken in a cause in the U. S. Court, Northern District of Illinois, in which said Davis was plaintiff and H. V. was defendant. Complainant waived objections as to its being taken in another court and cause, but objected that
83 the testimony of the witness was incompetent, so far as it assumed to state the value of the lands and improvements mentioned in said deposi-
84 tion. Objection overruled—complainant excepts. 3. H. V. resides on his farm, four miles north of Milford, and has for 20 years. 4. H. V.
85 was a farmer during that time. 5. Witness describes the lands and their
86 location as before, and annexes a plat. 6. States occupation of land, as
87 before. 7. States H. V.'s family, as before. 8. Consideration of note, as before.

Cross-Interrogatories. 1. Cannot tell whether H. V. resides on lot 8 or 7; line runs very near his house; dont remember which side. 2. Can-
88 not tell whether dwelling house is on 8 or 7; it has been on one or the other the last five years. There are buildings on both of said lots that have been there more than five years. 3. Lot 8 does contain more than 100 acres. 4. It is probably worth $1,000, without the dwelling; if the dwelling is on it, it is worth $1,500, and was in January, 1859. 5. 7 is worth $500, without the dwelling; if it is on 7, $1,000; contains 80 acres; 6 is worth $400, and contains 80 acres; 5 is worth $500, and contains 80 acres; 8 contains 155 $\frac{41}{100}$ acres.

90 MAP.

91 Defendants gave in evidence the summons, declaration, and copy of note attached to it, and record of complainant's default for want of plea and judgment in the action at law; and complainant gave in evidence the original note with credits on it, and the execution and sheriff's return.

SUMMONS in usual form, against W. V., G. K., and H. V., to sheriff of Iroquois, dated Dec. 20, 1858, returnable first Tuesday in January, 1859. Returned served on all the defendants, by Theodore Ayres, sheriff.

92 DECLARATION. Davis, Moody, Tomlinson, Sawyer and Perkins, partners, under the name, firm and style of Davis, Moody & Co., complain of William Vennum and George King, late partners under name of Vennum & King; and said William Vennum and Hiram Vennum, partners under the name of W. & H. Vennum, in assumpsit; sets forth note,
93 alleges that the defendants, "by the name, style, and description of Vennum & King, and W. & H. Vennum, promised," &c. 2d count for money lent, money paid, money had and received, goods sold and delivered, work and labor, and account stated.

95 COPY OF NOTE, as made exhibit to bill. Credits on it: Oct. 29, 1857, $201; Dec. 3, 1857, $175; Sept. 18, 1858, $100.

96 JUDGMENT by default, $1,941.74.

97 EXECUTION to sheriff of Iroquois, January 8, 1859; received, Jan. 12,

98 1859; levied by Ayres, sheriff, on the lands, March 10, 1859. Certificate of levy filed. Sold, April 9, 1859, to Sawyer, plaintiff's bid, for $2,023.87.

100 Dec. 15, 1863, DECREE; default, and bill taken *pro confesso*, as to W. V. and K.; cause set down on default pleadings and proofs. Decreed,
101 that lot 8 was the homestead of complainant; levy and sale as to said lot set aside and annulled; D., M. & Co. perpetually enjoined from setting up any claim to lot 8, under the judgment execution and sale, and
102 from using them as evidence of title, and that they pay costs.

ASSIGNMENT OF ERRORS.

105 1. The Superior Court of Chicago erred in not perpetually enjoining the judgment at law in bill mentioned as against plaintiff in error.

2. Said court erred in not setting aside the sale of all the lands.

3. Said court erred in not setting aside the sale of more of the lands than lot 8.

GOOKINS, THOMAS & ROBERTS,

Att'ys for Pl'ff in Error.

105-79

Herman Vonnoon
vs
Saml. & Davis et als

Abstract

Filed Nov. 12. 1864
L. Leland Clk

UNITED STATES OF AMERICA,

STATE OF ILLINOIS, COUNTY OF COOK, SS.

Pleas, before the Honorable, the Judges of the Superior Court of Chicago, within and for the County of Cook and State of Illinois, at a regular Term of said Superior Court of Chicago, begun and holden at the Court House, in the City of Chicago, in said County and State, on the first Monday, being the first day of October in the year of our Lord One Thousand Eight Hundred and Sixty Sixty, and of the Independence of the United States of America the Eighty fifth

Present, The Honorable John M. Wilson Chief Justice of the Superior Court of Chicago.

Van H. Higgins and Grant Goodrich } Judges.

Carlos Havin Prosecuting Attorney.

John Gray Sheriff of Cook County.

Attest, Walter Kimball Clerk.

Page 1

Be it remembered that heretofore, to Wit on the thirteenth day of June in the Year of our Lord one thousand eight hundred and Sixty, Hiram Vennum, Complainant by his Solicitors Goo Kins, Thomas & Roberts filed in the Office of the said Superior Court of Chicago his certain bill of complaint in Chancery, which bill of Complaint is in the words and figures following to wit

3

State of Illinois } ss
Cook County }

Superior Court of Chicago
July Term A.D. 1860.

To the Honorable Judges of the Superior Court of Chicago in the County of Cook and State of Illinois

Your orator Hiram Vennum of the County of Iroquois and State of Illinois, would represent unto your honor that on or about the
day of A.D. 1856, one William Vennum and one George King formed and entered into a Co-partnership for the purpose of purchasing and selling, dry goods, groceries, and hardware in the town of Milford, in the County of Iroquois and State of Illinois — that they continued in business as such partners, until about the first day of June A.D. 1857, when the said George King sold out his interest in the goods then on hand belonging to said firm to your orator, for the sum of thirteen hundred dollars, or thereabouts, it being ninety two and a half cents on the dollar, of the original cost of the said Stock, then on hands as the price agreed upon, and immediately thereafter your orator entered into a partnership with said William Vennum, under the name and style of W & H. Vennum in the purchasing and selling of dry goods, groceries, and hardware in said town of Milford.

Your Orator would further show unto your honor that he continued in partnership with said William Vennum until about January 1859, when the said Stock of goods then on hand were by mutual Consent sold at Auction.

Your Orator would further show unto your honor that, during the existance of said partnership with said William Vennum, Your Orator resided on his farm some four Miles from the town of Milford, where they kept the Store and Stock of goods for the purpose of retailing them and left the entire management and Control of the buying and selling and Collecting and paying the debts, with his said partner in whom he at the time of the formation of said partnership had the most unbounded Confidence, as being a Strictly honest and Safe business man.

And further that said William Vennum, during the existance of said partnership purchased the goods, wares & Merchandise for the benefit of said firm of divers persons & firms in the City of Chicago in the County of Cook in the State of Illinois.

Your Orator would further show unto your honor that at the time of the dissolution of said partnership or selling out these said Goods as herein before stated, they were indebted in the City of Chicago for goods, wares and merchandise, but to what Amount Your orator did not know, and had no means of knowing, only from the representations of said William Vennum, in as much as they were wholly

5 and entirely bought by said William Vennum, and for which your orator and the said William Vennum has frequently been sued, and many of said, debts have been paid by your Orator on executions which were levied upon property of your orator, and were paid out of the individual funds of your orator.

Your Orator would further show unto your honor that at the time of the sale of the residue of the said goods as herein before stated, he was informed by said William Vennum, and believed, that there were no debts to any great amount then existing against them, and accordingly divided the notes, accounts and partnership property, belonging to said firm with that understanding, and at which time he found that said William Vennum had wasted, squandered and lost, about three thousand ~~dollars~~ Seven hundred dollars belonging to said firm, or that there was that sum of money belonging to said firm which said William Vennum could not account for, and that there was not sufficient left of the assets of said firm to pay your Orator what he had advanced and put into said partnership fund over and above what said William Vennum had advanced.

Your Orator would further show unto your honor, that since the dissolution of his said partnership he has discovered that he was indebted jointly with said William Vennum for goods wares and merchandise purchased by said William Vennum

during the existance of said firm, and for the benefit of said firm in the sum of about three thousand dollars, and that he has frequently been sued and had his property executed and sold by the Sheriff of Iriquois County, to pay said debts and that he has in consequence thereof been greatly vexed and harrassed and trouble in mind by being obliged to sacrifice his property to pay said debts and costs.- that the believed the debts to be just and honest and therefore could make no defence to the collection of the same.

Your Orator would further show unto your honor that he has recently learned that at the time he entered into partnership with said William Vennum, the old firm of King & Vennum were greatly indebted for goods wares and merchandise in Chicago to various persons and firms in Chicago,- that at the time he entered into partnership with said William Vennum, he knew nothing of said indebtedness of the old firm of King and Vennum and had no means or occasion of knowing, and that he was in no wise to become liable or responsible for said debts of said firm of King & Vennum.

Your Orator would further show unto your honor, that at the time of the dissolution of the firm of King & Vennum, they were, as he has since and recently discovered indebted unto Samuel C. Davis, Mathew Moody, Henry J.

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Tomlinson, Charles B. Sawyer and Nathan Perkins then doing business under the name Style and firm of Davis, Moody & Co. in the sum of twenty one hundred and seventy six dollars and fourteen Cents, and for which the said firm afterwards, to wit, on the 11th day of September A.D. 1857, gave their note to said Davis, Moody & Co. payable one day after the date thereof to said Davis Moody & Co at their Office in Chicago, with interest at ten percent per annum, a copy of which said note is herewith exhibited and marked A, and made a part of this his bill of Complaint.

Your orator would further show that it appears from endorsements upon said note, that in October 29th 1857 the sum of two hundred and one dollars was paid on said note by said King & Vennum. And that in December 3rd 1857, the sum of one hundred and seventy five dollars was paid on said note by said King & Vennum, and that in Septembes 18th 1858, the sum of One hunared dollars was paid on said note by said King & Vennum.

Your Orator would further show unto your honor, that Sometime in December A.D. 1858, but on what particular day he does not now recollect, there was served on him a Summons, issued from the Office of the Clerk of the Court of Common Pleas in and for the County of Cook, in the State of Illinois in favor of the

said Samuel C. Davis, Mathew Moody, Henry T. Tomlinson, Charles B. Sawyer and Nathan W. Perkins and against Your Orator. — the said William Vernum and said George King, and Your orator supposing and believing that the said debt claimed by said Davis, Moody & Co was a just debt for goods purchased for the benefit of the firm of Wm & H. Vernum, did not make any defence to said suit or enquire further into the matter as he at that time had full confidence in the integrity and honesty of said William Vernum, and believing that said George King had signed the note as security for them on said note, as he at that time knew nothing of any indebtedness of the firm of King & Vernum, and further that afterwards on the seventh day of January A.D. 1859, there was rendered in said Court of Common Pleas a judgment against him and the said William Vernum and George King for the sum of nineteen hundred and forty one dollars and seventy four cents, and Costs of suit, and that afterwards, to wit on the 8th day of January A.D. 1859, there was issued out of the said office of the Clerk of said Court of Common Pleas by the Clerk of said Court an execution upon said judgment and directed to the Sheriff of Iroquois County to execute, and further that said execution afterwards on the day of A.D. 1859 came into the hands of Theodore Ayers who was then Sheriff of said County of

Iroquois to execute, and who afterwards, to wit, on the tenth day of March A.D. 1859 by virtue of said execution levied upon Lot five of the North East quarter of Section three in Township twenty five North of Range twelve west, also lots six and seven of the north-west quarter of Section two in Township twenty five North of Range twelve west, containing one hundred and sixty acres, Also lot eight of the North west quarter of Section two in Township twenty five north of range twelve west, all situated in said County of Iroquois and State of Illinois, and containing in all three hundred and ninety seven acres, and that afterwards on the eleventh day of March A.D. 1859, said Sheriff filed in the Office of the Recorder of said County of Iroquois his certificate of levy upon said premises, a certified Copy of which said Certificate is herewith exhibited and marked B and made a part of this his bill of Complaint.

Your Orator would further show unto your honor that the said Theodore Ayers as such Sheriff, and by virtue of said execution and levy, on the ninth day of April A.D. 1859, did sell all of said lands he had so levied upon to the said Samuel B. Sawyer who was one of the plaintiffs, and in the following manner, to wit, Lot five of the north east quarter of said Section three was sold to said Sawyer for the sum of three hundred and twenty dollars, And

Lot Six of the North West quarter of said Section two for the sum of four hundred dollars, and lot Seven of the North west Quarter of said Section two for the Sum of four hundred dollars, and lot eight of the Northwest quarter of said Section two for the Sum of nine hundred and three 87/100 dollars Making in all, bid by said Sawyer for said lands the sum of Two thousand and twenty three 87/100 dollars, And the said Theodore Ayers did then and there give unto said Sawyer a Certificate of purchase of said premises as above Stated and filed a duplicate Certificate with the Recorder of Deeds of Iroquois County for record a certified Copy of which Certificate is herewith exhibited and marked B and made a part of this his bill of Complaint.

Your Orator Avers that said Sawyer did not pay to said Sheriff on said bids any part of said judgment except the costs, but only bid on said lands for the benefit of said plaintiffs

Your Orater would further Show unto your honor that in the year 1858 and fore part of the year 1859 he was frequently sued as the partner of said William Vennum for debts against them and of which your orator knew nothing until after he was sued, and after discovering that the debts against said firm of W. & H. Vennum were much more numerous than was represented to him he concluded to go to Chicago in the month of September A. D. 1859, and

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see all the firms and persons of whom said William Vennum had purchased goods for their joint benefit, and ascertain the whole amount that there was then outstanding against them that he might provide for the payment of them or get time without being further harassed and obliged to pay costs &c. and after arriving at Chicago, in a conversation with the firm of Davis, Moody & Co; he learned for the first time that the said debt of Davis Moody & Co was a debt against and contracted by the firm of King and Vennum and that said William Vennum had signed the firm name of W. & H. Vennum not only to this indebtedness but he also learned from others that he had signed the firm name to a amount of other indebtedness of the firm of King & Vennum and without any right or authority so to do from your orator.

Your Orator charges that said Note to said Davis, Moody & Co was entirely and solely given to said Davis, Moody & Co. for a debt against said King & Vennum alone

Your orator believes, and so charges the fact to be that the said firm of Davis Moody & Co and the said William Vennum confederated and combined together with divers other persons at present unknown to your orator, to injure, wrong and oppress your orator, procured and persuaded

the said William Vernum to sign the firm name of W. & H. Vernum to said Note, knowing that the same was given for a debt of said firm of King & Vernum alone.

Your Orator would further show unto your honor that if he had known that the said debt of Davis, Moody & Co was a debt of the firm of King & Vernum and not a debt of the firm of W. & H. Vernum, he should have made such defence to said action or would have applied to this honorable Court as a Court of Chancery to enjoin said action, but having full confidence in the acts and doings of said William Vernum as to the adjusting of the debts against the firm of W. & H. Vernum although he had mis-represented to him the amount thereof; and it was much as he did not learn or suspect even that said William Vernum had or would have signed the firm name of W. & H. Vernum to a Note or debt of King & Vernum until long after his lands had been ~~sold~~ bid off by said Sawyer to satisfy said judgment he could not make that defense to said action nor enjoin the same.

Your Orator would further show unto your honor that the said George King & William Vernum are wholly insolvent, and have been for one year last past, and if he be compelled to redeem said lands so sold as herein before stated he will

be wholly remedyless either in law or equity.

Your orator would further show unto your honor that he was at the time of the rendition of said judgment, levy and sale, and now is the owner in fee simple of the whole of the lands so sold to satisfy said judgment, that they Consisted of and was during said time and now are included in and attached to his homestead, and that he had a dwelling house, barns and other necessary buildings for his residence thereon, that he was during said time and now is the head of a family and householder and resided and now resides with his wife and family on said premises and from the time of the Rendition of said judgment up to the present time, and for the last ten years has continued to reside on said premises as his permanent residence and home for himself and family, and that said premises were sold by said Sheriff on said execution without first having the same appraised, or in any manner whatever setting off to Your orator any portion of his said homestead as exempt from execution either by six or any other number of jurors in accordance with the homestead Act of A.D. 1851, and without Your orator having waived or released in any manner whatever his right to claim said premises as exempt from execution under said homestead Act, but

your orator charges that said Sheriff did not proceed to have said premises or any part or parcel thereof appraised, and did not have any portion of his said homestead set off to him in accordance with said Act, nor did your orator either release or waive his right to claim said premises as his homestead under said Act, but on the contrary said Sheriff sold said premises on and by virtue of said execution contrary to law.

Your orator would further show unto your honor that said debt of said King & Vennum to said Davis Moody & Co was not contracted for the purchase or improvement of said premises or any portion thereof, but on the contrary was contracted for goods wares and merchandise purchased by said King & Vennum long before the formation of the partnership of W. & H. Vennum

Your orator would further show unto your honor that he has frequently called upon the said Charles B. Sawyer, and the said Davis Moody & Co and in a friendly manner requested them, to deliver up to him their said certificate of purchase to be cancelled and annulled and to release and cancel the said judgment which they have obtained against him and the said William Vennum and George King,

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and to restore unto Your orator his original rights in the premises, but so it is, may it please your honor that the said Charles B. Sawyer and Davis Moody & Co wholly refuse to deliver up said Certificate, and wholly refuse to release or cancel said judgment, and wholly refuse ~~to pay~~ to restore unto your orator his rights in the premises, sometimes pretending that said judgment was rendered on a debt of said firm of W & H. Vennum, whereas your orator charges the same to be a debt of said firm of King & Vennum.

All which actings, doings, pretenses and refusals are contrary to equity and good conscience, and tend to the manifest wrong and injury of your orator in the premises

In consideration whereof and for as-much as your orator can only have adequate relief in the premises in a court of equity where matters of this nature are properly cognizable and relievable. To the end therefore that the said Samuel C. Davis, Mathew Moody, Henry T. Tomlinson, Charles B. Sawyer and Nathan W. Perkins, William Vennum and George King and their confederates when discovered may to the best and utmost of their several and respective knowledge, remembrance information and belief full true direct and

perfect answer make to all and singular the matters aforesaid the answers under oath of the said Samuel C. Davis, Mathew Moody, Henry T. Tomlinson, Nathan W. Perkins, William Vennum and George King and Charles B. Sawyer being hereby expressly waived in pursuance of the Statute, and that as fully as if the same were here again repeated, and they and every of them distinctly interrogated thereto.

And that by a decree of this honorable Court the said Sale may be wholly and entirely set aside annulled and made void, and that the said judgment as against your orator may also be set aside, vacated and made void and the said Davis Moody & Co and their con-federates may be for ever enjoined from proceeding to collect the said debt or any part thereof from your orator. And that your orator may have such other and further relief in the premises or any other or different relief as the nature and circumstances of the case may require, and to your honor shall seem meet.

May it please your honor to grant unto your orator the most gracious writ of subpoena of the People of the State of Illinois to be directed to the said Samuel C. Davis

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Mathew Moody, Henry T. Tomlinson Charles B. Sawyer, Nathan W. Perkins William Vennum and George King thereby commanding them and each 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 ~~and~~ direct and perfect answer make to all and singular the premises and further to stand to, abide and perform such further order direction and decree thereon as to your honor shall seem meet, And your orator will ever pray &c

Joiner & Blades
Solicitors for Complainant

Goodkins, Thomas & Roberts
of Counsel

Exhibit A.

$2176.14/100 Chicago Ill. Sep 11th 1857

One, day after date, for Value, I promise to pay Davis, Moody & Co or order Twenty one hundred and seventy six 14/100 Dollars at their Office in Chicago with interest at ten per cent per annum.

Vennum & King
W. & H. Vennum

18

Amendments to Bill filed Nov. 14th 1860

State of Illinois } ss
Cook County - }

Superior Court of Chicago

Hiram Vennum
vs
Samuel C. Davis
Matthew Moody
Henry T. Tomlinson
Charles B. Sawyer
Nathan W. Perkins
William Vennum
George King

In Chancery

And your orator the said Hiram Vennum, by way of amend-ment to his bill alleges and states that the transaction of the giving of the said note by the said William Vennum to the said Davis Moody & Co for two thousand one hundred and seventy six dollars and fourteen cents of date September 11th 1857 as set forth in your orator's bill, and the consideration thereof were known only to the said firm of Davis Moody & Co and the said William Vennum and George King, and the said William Vennum and George King being incompetent witnesses in said action at law your orator

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had no witness nor any other evidence by which he could have proved in the said action at law that the said Note was given wholly for a debt of the said King and Vennum and that your orator was not liable therefor except by obtaining a discovery thereof from the plaintiffs in said action at law.

And your orator further states that by way of amendment to his said bill, that at the time of the taking of the said note by the said Davis, Moody & Co from the said William Vennum, they the said firm well knew that it was given for a debt due to them from the said King and Vennum and for which they well knew your orator was in no manner liable, and that your orator had not assumed or undertaken to pay the same

And your orator further states by way of amendment to his said bill, that the said several tracts of land in your orators bill mentioned lay adjoining each other and that they formed one compact body or lot of land, and as such they constituted the homestead of your orator at the time they were so seized and sold, as stated in your orators Bill. that his dwelling house and barn, and other improvements were situated thereon, and your orator resided

thereon with his family at the time they were so seized and sold on execution as stated in your orators bill.

Joiner & Blades
Sols for Complainant

Gookins, Thomas & Roberts
Counsel

And afterwards, to wit, on thirteenth day of June in the year aforesaid, there issued out of the office of the Clerk of said Court the Peoples writ of Summons and the Sheriffs Return thereon which are in the words and figures following, to wit.

T

21

State of Illinois
County of Cook } ss

The People of the State of Illinois to the Sheriff of Iroquois County: Greeting

We Command you that you Summon Samuel C. Davis, Matthew Moody, Henry T. Tomlinson George B. Sawyer, Nathan W. Perkins, William Vernum & George King, if they shall be found in Your County, personally to be and appear before the Superior Court of Chicago, of said County of Cook, on the first day of the next term thereof to be holden at the Courthouse in the City of Chicago in said County on the first Monday of July next to answer unto Miriam Vernum 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 Walter Kimball, Clerk of our said Court, and the Seal thereof at the City of Chicago, aforesaid this 15th day of June A.D. 1860.

Seal

Walter Kimball, Clerk

Served this Writ by reading, and delivering Copies thereof to the within-named William

Vennum and George King, on the 16th day of June A.D. 1860.

Fees, Service $1.00 Copies 1.00 M. 65 Ret. 10 = $ 2.75

Not served as to the other parties, not found in My County.

Theodore Ayres Sheriff

And afterwards, to wit, on the Seventeenth day of October in the Year aforesaid, said day being one of the days of the Regular October Term of said Court, the following among other proceedings was had and entered of record, to wit:—

Record 35 Page 139

Hiram Vennum
v.
Samuel C. Davis, Mathew Moody, Henry T. Tomlinson, Charles B. Sawyer, Nathan W. Perkins, William Vennum and George King

} Bill.

And now comes the said Complainant by Gookins, Thomas & Roberts his Solicitors, and the Defendants by Gallup & Hitchcock their Solicitors, also come, and this cause coming on now to be heard on the demurrer put in by the defendants to the bill of Complaint in said Cause, was argued by

23 Counsel, and being fully considered by the Court, the Court sustains the demurrer with leave to the Complainant to amend his said bill of Complaint within thirty days.

For amendments to Bill see page

And afterwards, to wit, on the Fourth day of December in the year aforesaid, five of the said defendants, to wit, Samuel C. Davis, Mathew Moody, Henry T. Tomlinson, Charles B Sawyer and Nathan W. Perkins, by their Solicitors Gallups & Hitchcock, filed in the Office of the Clerk aforesaid, their certain Demurrer, which is in the words and figures following, to wit,

R

25

Superior Court of Chicago
December Term A.D. 1860

In Chancery

The demurrer of Samuel C. Davis, Mathew Moody, Henry T. Tomlinson, Charles B. Sawyer and Nathan W. Perkins two of the defendants to the amended bill of Complaint of Hiram Vernum Complainant.

The defendants by protestation not confessing or acknowledging all or any of the matters and things in the said Complainants amended bill contained to be true in such manner and form as the same are therein and thereby set forth and alleged do demur to the said amended bill and for cause of demurrer show that the said Complainant has not by his said amended bill made such a case as entitles him in a Court of Equity to any discovery from these defendants respectively or any of them or to any relief against them as to the matters contained in the said amended bill or any of such matters and that any discovery which can be made by these defendants or any of them touching the matters Complained of in the said amended bill or any of them cannot be of any avail to the said Complain

-ant for any of the purposes for which a discovery is sought against these defendants by the said amended bill, nor entitle the said complainant to any relief in this Court touching any of the matters therein complained of; Wherefore and for divers othes good causes of demurrer appearing in the said Amended bill, these defendants do demur thereto, and they pray the judgment of this Honorable Court whether they or either of them shall be compelled to make any further or other answer to the said bill, and they humbly pray to be hence dismissed with their reasonable costs in this behalf sustained.

Gallup & Hitchcock
Defts Solrs

And afterwards, to wit on the Seventeenth day of ~~January~~ in the year of Our Lord One thousand eight hundred and sixty one, said day being one of the days of the January Term of said Court the following, among other proceedings was had and entered of record in said Court to wit:

SS

SS

27

616

4600

Book 2 5 Page 305

Hiram Vennum
vs
Samuel C. Davis, Matthew Moody, Henry T. Tomlinson, Charles B. Sawyer, Nathan W. Perkins William Vennum & George King
} Bill

And now comes the said Complainant by Goodkin, Thomas & Roberts his Solicitors and on their motion, it is ordered that Complainant have leave to take the testimony of William Vennum and George King two of the defendants to the Bill of Complaint filed herein to be used on the hearing of this cause on behalf of the said Complainant, subject to all the legal exceptions which may be taken thereto.

And afterwards, to wit, on the second day of April in the Year aforesaid, said day being one of the days of the April Term of said Court, the following among other proceedings was had and entered of record in said Court to wit:

28

616

4600

Hiram Vennum

vs.

Samuel B. Davis Matthew Moody
Henry J. Tomlinson Charles B.
Sawyer, Nathan W. Perkins
William Vennum & George Kuig

Bill

This day comes the said Complainant by Gookins, Thomas & Roberts his Solicitors, and the said defendants by Gallup & Hitchcock their Solicitors, also come and on Motion on said Complainants Solicitors, it is ordered that said Complainant have leave hereby to amend his Bill of Complaint filed in this cause, by interlining therein the words "as against your orator", which amendment the said Complainant now makes, and thereupon this cause now coming on to be heard on the demurrer heretofore put in by the said defendants to the Bill of Complaint filed herein, and arguments of Counsel being heard thereon, the Court now being fully advised in the premises after due deliberation, over-rules the said demurrer

And afterwards, to wit on the Twenty fourth day of April in the year aforesaid, said defendants by their Solicitors Gallup & Hitchcock filed in the Office of the Clerk of said Court, a certain answer which is in the words and figures following, to wit —

No 29.

Superior Court of Chicago
May Term A.D. 1861.

In Chancery

The joint and several answer of Samuel C. Davis, Mathew Moody, Henry T. Tomlinson, Charles B. Sawyer and Nathan W. Perkins, five of the defendants to the bill of Complaint of Hiram Vennum Complainant.

These defendants now and at all times hereafter saving and reserving unto themselves all benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties and other imperfections in the said Complainants amended bill of complaint contained, for answer thereunto or unto so much and such parts thereof as these defendants are advised is or are material or necessary for them to make answer unto, these defendants answering admit that on the day of A.D. 1856, William Vennum and George King, entered into a Co partnership as is alleged in the first paragraph of Complainants bill of Complaint, but these defendants are ignorant of the sale by said George King to the Complainant as is therein alleged, but believe the Statement relating thereto to be true, and that the said Complainant ass

the debts of said firm of King & Vennum as the consideration of such purchase, and that there was no other consideration therefor.

These defendants further answering admit that the Complainant, on or about the first day of June A.D. 1857 entered into Copartnership with William Vennum as is by the said Complainant alleged.

These, defendants admit that the Stock of the firm of W. & H. Vennum was sold at auction in January A.D. 1859, and at about the time that these, defendants recovered their judgment at law against the said William Vennum and Hiram Vennum and George King, and thereby the very fund was, distributed that ought in justice and equity to have been applied, to the payment of the debt of these, defendants.

These, defendants, admit that William Vennum was the active manager of the business of the firm of W. & H. Vennum, but these defendants are advised by Counsel and Verily believe that it is no sufficient ground for a Court of equity to set aside a judgment that the, defendant therein was inattentive, to his interests involved in the suit at law or the matters and things out of which the suit grew and gave no personal attention thereto.

These, defendants believe it may be true that the Complainant has paid many of the debts of the firm of W. & H. Vennum out of his individual

funds, as in law he was bound to do, and in justice ought to do.

These defendants admit that in January A.D. 1859 and at about the time these defendants recovered their judgment at law against the complainant, the said complainant and William Vennum divided the notes and accounts and partnership property and thereby the fund was distributed and hazarded which ought to have been applied to the payment of the judgment of these defendants.

These defendants answering say that it may be true for aught these defendants know to the contrary, that the Complainant knew nothing of the indebtedness of the firm of King and Vennum at the time he formed the Copartnership of W. & H. Vennum, but these defendants submit that it is highly improbable that no inquiry in regard thereto was made by the said Complainant.

These defendants further answering say that the note described in said bill was given by William Vennum after the partnership relation was by him formed with the complainant, and without any fraud, artifice or improper procurement on the part of these defendants or any of them.

And these defendants further answering say that they admit the recovery of judgment in the suit at law, substantially as it is alleged, and the issuing of execution thereon, but

these, defendants aver that the said Complainant was liable at law to pay said note, and if the matter alleged in said bill is in fact true it furnished a good and valid, defence in the suit at law, and should have been set up and pleaded therein, and these, defendants saved the, delay and expense and consequent loss of their said, debt by settling the rights of the parties at an early day.

And these, defendants are advised that by the rules of Equity, relief cannot be granted to a party who makes no inquiry into the subject matter of the suit and fails to make a defence because he has full confidence in his partner and co defendant.

And these defendants, admit the levy of said execution and the sale of lands as is alleged in said bill of Complaint

These, defendants further answering, deny that it came to the Knowledge of the Complainant that the indebtedness of these defendants was originally a debt of King and Vernum for the first time in September A.D. 1859 but these defendants believe that he knew it long before and at the time he formed the Copartnership with William Vernum.

These, defendants, admit that George King and William Vernum are insolvent, but aver that if the Complainant had set up his

defence, if he has any in the suit at law, these defendants could have made their money out of the said King and Vennum, but the complainant has lain by, until his co defendants have become insolvent when he asks the relief of a Court of Equity.

These defendants deny that the said premises described in said bill were exempt from sale as a homestead, but aver that the dwelling house was situated on Lot eight (8) described in said bill and with said lot is worth at least two thousand dollars.

And these defendants submit to this Honorable Court that all and every the matters in the said Complainants bill mentioned and complained of, are matters which may be tried and determined at law, and with respect to which the said complainant is not entitled to any relief from a Court of Equity, and these defendants hope they shall have the same benefit of this defence as if they had demurred to the said Complainants bill.

And these defendants deny all and all manner of unlawful combination and confederacy wherewith they are by the said bill charged, without this that there is any other matter, cause or thing in the said Complainants said bill of complaint, contained, Material or Necessary for these

defendants to make answer unto and not herein and hereby well and sufficiently answered confessed traversed and avoided or denied, is true to the knowledge or belief of these defendants; All which matters and things these defendants are ready and willing to aver maintain and prove as this Honorable Court shall direct, and humbly pray to be hence dismissed with their reasonable costs and charges in this behalf most wrongfully sustained.

Gallup & Hitchcock
Solrs for Defts

Saml C. Davis
Mathew Moody
Charles B. Sawyer
Henry T. Tomlinson
Nathan W. Perkins
by Chas Hitchcock
their Attorney.

And afterwards, to wit on the Seventh day of December in the Year of our Lord one thousand eight hundred and Sixty three said defendant Samuel C. Davis by his Solicitor Gallup & Hitchcock filed in the office of the Clerk of said Court a certain Motion to suppress the deposition of William Vennum and George King, which motion is in the

35 words and figures following, to wit,

Superior Court of Chicago
Dec. Term A.D. 1863

Hiram Vennum
v
Saml C. Davis
Mathew Moody
Henry T. Tomlinson
Chas. B. Sawyer
Nathan W. Perkins
William Vennum
& George King

And now comes the said deft Saml C. Davis and moves to suppress the depositions of William Vennum & George King heretofore filed herein.

Gallup & Hitchcock
Solicitors

And afterwards, to wit, on the Eleventh day of December in the year aforesaid, Samuel C. Davis et al defendants by their Solicitors Gallup & Hitchcock filed in the Office of the Clerk of said Court the Judges Certificate of proofs, which Certificate is in the words and figures following, to wit.

W

37

Superior Court of Chicago

Hiram Vennum
v.
Samuel C. Davis et al } Chancery

Be it remembered that on the trial of this cause, the complainant, gave in evidence the depositions of William Vennum and George King, filed on the 5th, day of November 1862 as follows:

State of Illinois } ss Superior Court of Chicago
County of Cook }

Hiram Vennum
v.
Samuel C. Davis
Mathew Moody
Henry T. Tomlinson
Charles B. Sawyer
Nathan W. Perkins
William Vennum
George King } In Chancery

The, deposition of William Vennum and George King of the County of Iroquois and State of Illinois, Witnesses of lawful age produced sworn and examined, upon their corporal oaths on the 24th and 25th days of October in the year of our Lord one thousand eight

hundred and sixty two at the Office of Michael Hogle in the town of Middlefort in said State and County by and before me a justice of the Peace in and for said county in pursuant of and in accordance with to the notice Stipulation and agreement of the parties to the above entitled Suit for the purpose of taking the depositions of "Witnesses therein named" to wit William Vennum and George King as witnesses in said Suit and matter in controversy now pending and undetermined in the said Superior Court of Chicago, wherein Hiram Vennum is plaintiff and Samuel C. Davis, Mathew Moody, Henry L. Tomlinson, Charles B. Sawyer, Nathan W. Perkins, William Vennum and George King are defendants, in behalf of said plaintiff as well upon the cross interrogatories of the defendants as on the interrogatories of the Plaintiff which were attached to and inclosed with the said notice Stipulation and agreement aforesaid of the parties. The said William Vennum being first duly sworn by me as a witness in said Cause previous to the Commencement of his examination to testify the truth as well on the part of the plaintiff as the defendants in relation to the matters in controversy between the said plaintiff and defendants so far as he should be interrogated, testified and deposeth as follows, to wit.

Int: 1st What is your name, age occupation and place of residence?

Ans. My name is William Vennum, age thirty two years. Occupation, formerly a merchant and am now endeavoring to settle up my old business, Place of Residence: Milford, Iroquois County Illinois.

Int. 2nd Do you know the parties, plaintiff and defendant in the caption to these interrogatories mentioned, or either and which of them, and how long have you known them respectively?

Ans. I am acquainted with Hiram Vennum, George King, and partially acquainted with Mathew Moody and Charles B. Sawyer. Hiram Vennum, I have known all my life, George King for ten ~~years~~ or twelve years, Moody and Sawyer for four or five years. The other parties to this suit, I am not acquainted with.

Int 3rd. Were you and George King ever in partnership If yea State when the partnership commenced, what kind of business was carried on by the firm and where it was transacted?

Ans. George King and I were in partnership - said partnership commenced in the fall of 1855 - the business, carried on by the firm was buying and selling dry goods, groceries &c, our place of business was Milford, Iroquois County Illinois.

Int 4th Has said partnership been dissolved - If yea, when and in what manner?

40 Ans. Said partnership was dissolved in May 1857 by George King selling out his interest.

Int. 5th If you say George King sold out his interest in the Concern, State to whom he sold?

Ans. George King sold his interest to Hiram Vennum.

Int. 6th If you state that said King sold his interest in the Concern to the Complainant in this suit, State if you know the terms of the sale, and the amount quantity or Value of the goods sold or the sum paid for the same.

Ans. George King's interest in the goods was sold on a Credit of six months I think, though I am not positive as regards time, and I think a small portion of the purchase money was paid down. One half of the invoice of the goods was about thirteen hundred dollars, for which the said Hiram Vennum was to pay the said George King ninety two, cents on the dollar as per invoice.

Int – 7th What was the Style of the firm of Yourself and King?

Ans. The Style of the firm was Vennum & King.

Int – 8th What was the Style of the firm Composed of the Complainant and yourself. and how long did that partnership continue?

Ans. The Style of the firm was W. & H. Vennum, the partnership continued up to February 1859.

Int – 9th State whether the old firm of Vennum & King were indebted in any amounts at the time of the sale by King to Vennum. – If yea, State when they were indebted and what for?

Ans. They were indebted in some amounts at the time of the Sale of King to Vennum. — they were indebted to several firms in the City of Chicago, for goods bought prior to that time.

Int. – 10th State what, arrangement was made if any at the time of said sale from George King to Hiram Vennum concerning the payment of the debts of the old firm, and particularly whether the complainant Hiram Vennum was party to, any arrangement or agreement for their payment, and whether he did or did not assume or agree to assume or pay any of the said debts?

Ans. There was no arrangement made at the time of the sale of George King to Hiram Vennum concerning the payment of the debts of the old firm. Hiram Vennum was not a party to, any arrangement or agreement for either payment, nor did he ever agree to assume or pay any of said, debts.

Int – 11th Who were to pay the debts of Vennum & King?

Ans. Vennum and King, were to pay the debts

Int 12th State whether the firm of Vennum and King

42 was indebted at the time of said Sale to Hiram Vennum by King to Davis Moody & Co. if so in what amount?

Ans. The firm of Vennum and King was indebted at the time of said Sale to Davis, Moody & Co. I think in the amount of about Two thousand dollars.

Int 13th. State what said indebtedness was for and when it was contracted?

Ans. It was for goods bought of Davis, Moody & Co. and was contracted at Sundry times in the years of 1856 & 1857 up to the time of the Sale of the said George King to the said Hiram Vennum.

Int 14th. How and by whom was that indebtedness settled?

Ans. At the time of buying goods we usually gave a note for the amount, and in settling up finally in September 1857 I lifted all the old notes, and gave a new note and signed the names of the two firms of Vennum & King and W. & H. Vennum thereto.

Int. 15 Did any person request you to sign the name of W. & H. Vennum to the said note, If yea, who, did you make any reply to that request, and if any what?

Ans. There did some one request me to sign the name of W. & H. Vennum to the said note,

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it was Mathew Moody, I did reply to Mr Moody I told Mr Moody that I did not want to incumber the firm of W & H. Vennum with the debts of Vennum and King, that neither Hiram Vennum nor the firm of W. & H. Vennum were to pay the debts of Vennum & King. This is in substance as near as I can remember my reply to Mr Moody.

Int 16th. If in answer to the 15th interrogatory you state that Mathew Moody requested you to sign the name of W. & H. Vennum to said note, state whether any thing was said by you to him, and if any thing what, about the liability of Hiram Vennum to pay the debts of Vennum & King, what did you say to him, what did he say to you, How did you come to sign the name of W. & H. Vennum to the note, State fully?

Ans. There was something said by me to him, I told him that Hiram Vennum had nothing to do with the debts of Vennum & King, Mr Moody said that if I would sign the name of W & H. Vennum, to the note that he would give us time on the note, upon this consideration of getting time, I thought it would enable the firm of Vennum & King to make the money out of the effects or the debts of Vennum & King to pay said note, and for this reason I signed said note

Int 17th. What was finally done with said note. If

suit was brought on it, in what Court, was or was not judgment obtained on it?

Ans. It was sued in Cook County Court of Common Pleas, I believe, and judgment obtained on it.

Int. 18th. Was there ever any other suit brought or judgment recovered by Davis, Moody & Co against Yourself Hiram Vennum and George King in the Cook County Court of Common Pleas, except upon the note given by you as before stated for the debt of Vennum & King?

Ans. No Sir I think there was not. There never was to my knowledge.

Int. 19th. Who was present at or had knowledge of the giving of the said note. State whether the Complainant Hiram Vennum was or was not present, and whether he had or had not at the time knowledge of the giving of it?

Ans. Myself and Mathew Moody were the only persons present at the giving of said note Hiram Vennum was not present, and had no knowledge of the giving of said note.

Int 20th. When did you first, if ever inform the complainant Hiram Vennum of the giving of said note, and the consideration of it, and when had he first the knowledge or information that his name or the name of the firm of which he was a member had been signed to note to

45 Davis Moody & Co and that it was given for a debt due from Vennum & King. Fix a date up to which you can state he had not been so informed by you or by any one else so far as you know if there is any such date?

Ans. I did inform him of the giving of said note as near as I can remember about the last of April 1859 which was the first time I informed him of the consideration of it. This was the first time that he ever had information of the consideration of said note so far as I know I think I never had any conversation with the said Hiram Vennum in regard to the giving of said note or in regard to its having been given for a debt due from Vennum & King prior to that time.

Int 21st Where did the complainant live, during the existance of the partnership of W & H. Vennum?

Ans. He lived on his farm in Milford Township Iroquois Illinois and about four miles north of Milford.

Int. 22 Who had the management and control of the partnership transactions of W & H. Vennum during its existance.

Ans. I had.

Int. 23rd What had Hiram Vennum to do with

the buying and selling of the goods or the
settlement of the debts, the giving of notes or
any other transactions of the firm of W. & H. Ver-
-num, during all or any part of its exestance?

Ans. Hiram Vennum had nothing to do with
the buying or selling of the goods Or the giving
of Notes for the firm of W. & H. Vennum during
its existance, Hiram Vennum paid some
of the debts of the firm after the dissolution of
the firm of W & H. Vennum, further than this
I done all the business of the firm.

Qst 24th What did the Complainant Know if any
thing about the debts contracted for goods
bought for or by the firm of W. & H Vennum?

Ans. The Complainant Knew nothing whatever
about them only as I informed him

Qst 25 Are you acquainted with the following
described lands, to wit, Lot 5 of the North East
quarter of section three, township 25 North Range
12 West, also Lots 6, 7 & 8 in the North west
quarter of section two Township and Range
aforesaid in Iroquois County. If you des-
cribe the land prarie, timber, improved
unimproved, by whom occupied and how long,
Does the occupant if any reside thereon, and
how long has he resided there, has the occupant
a family or not. If Yea, how long has he had
such family, have they or not resided with

47 him on said land, and how long, and of what does said family consist

Ans. I am some, acquainted with the said describ-ed lands, The East half lot 5 in the North East quarter of section three in Township 25 N. Range 12 West is under cultivation and has been for twenty five years. The west half of the lot is under fence or mostly so and is timber and brush - Lots 6, 7 & 8 in the Northwest quarter of Section two in the same township and range was once all prarie and is now all under fence, and mostly in cultivation, and occupied by Hiram Vennum and has been for the last twenty years, The occupant resides thereon, and has for the last twenty years - he also has had a family for the last twenty years who have resided with him on said lands for the last twenty years. The family consists of himself, his wife and one child, his mother and one stepson.

Int. 26 How long has that portion of Lot 5 which is under cultivation been inclosed and in cultivation if at all, and who has occupied the same?

Ans That portion of Lot 5 which is in cultivation has been under fence and in cultivation for the last twenty five years, and occupied by Hiram Vennum as a part of his homestead

Int 27 If you State that Hiram Vennum has occupied said land State what improvements if any he had on the land at the time it was sold under the execution of Davis Moody & Co?

Ans The main part of the lands were under fence and in Cultivation. Three Barns and one Dwelling-house in which he resides, a Corn-Crib, buggy sheds, outhouses &c were the improvements on said premises at the time of said sale.

Int. 28 State any other fact or facts known to you touching the complainants rights in this suit.

Ans I know of nothing further

Cross Interrogatories on the part of Defendants

Int. 1 Did Hiram Vennum in fact pay George King for his interest in the firm of King & Vennum or Vennum & King. If Yea, when and how much. State precisely what was paid to King.

Ans. I do not know whether he paid him in fact or not (I know at the time of the sale he agreed to pay him) unless it be a small portion paid down at the time of the sale.

Int 2 By the arrangement were the debts of Vennum & King to be paid out of the Store or was King to pay his proportion of them

Ans. Said debts were to be paid out of the out-

standing debts belonging to Vennum & King.

Int. 3 What arrangement was made for the payment of the debts of King & Vennum or Vennum & King, or was no provision made for them.

Ans. There was no provision made for them in the sale of King to Vennum, but it was understood by Vennum & King that their debts were to be paid with their outstanding debs.

Int. 4th What has George King done with the proceeds and avails of that sale, and how does it happen that at that time he made no provision for the payment of the debts of his firm?

Ans. I cannot tell what has become of the avails of that sale, nor why he did not make some provision for the debts of his firm.

Int 5 Did William Vennum and George King become insolvent and unable to pay their debts, sometime after the sale, and if so, at what time? How soon were executions out against them and how long before they parted with all their property? Fix the dates as near as may be.

Ans. They did sometime in the winter of 1858 & 1859, I cannot tell exactly the time, I think there were executions out in the forepart of that winter. There was no property subject to execution to my knowledge by March 1859.

Int. 6 On which Lot is the dwelling house of Hira

Vennum, and how large are each of the lots?

Ans. The Dwelling house of Hiram Vennum is on Lot 7, I think, but near the line between lots 6 & 7 The lots contain eighty acres each.

Int. 7 At the time of the execution of the note were Knig and Vennum Solvent - Could they pay their debts?

Ans Vennum & Knig had considerable property in their hands at that time and were much indebted, and were paying some of their debts, and I thought at that time that there would be property enough to pay the debts, but since it has proved to be insufficient.

Int. 8 Was not the main inducement for the executing of the note, that you might obtain time on the debt?

Ans. It was.

Int. 9 Who bought the goods for which the note was given? Were they bought of a Clerk of Davis, Moody & Co.?

Ans. I did - Some of the goods were bought of a Clerk, and some of Moody himself, I think.

Int. 10 Did not Hiram Vennum turn out his farm upon the execution against him in favor of Davis, Moody & Co.? Have you not heard him say so?

Ans. Not to my knowledge, nor did I ever hear

him say he had.

William Vernum

Subscribed and Sworn to before me this 24th day of October A.D. 1862.

Michael Hogle J.P.

The further taking of depositions adjourned until tomorrow October 25th 1862 at 8 o'clock A.M.

Michael Hogle J.P.

October 25th 1862 8 o'clock A.M.

The further taking of these depositions resumed on part of Complainant.

George King being duly Sworn deposeth and says as follows, to wit in answer to interrogatories

Int. 1st What is your name, age, occupation and place of residence?

Ans. My name is George King; my age fiftyeight; my occupation at present County Treasurer; my residence Middleport, Iroquois Co Ills.

Int. 2 Are you acquainted with the parties to this suit?

Ans. I am acquainted with William and Abram Vernum only.

Int. 3 Were you in partnership with William Vennum.
5th. If yea, when, in what business, and where was it carried on, and what was the style of your firm?

Ans. I was in partnership with William Vennum in the Years of 1856 & 1857, I think I sold out in the fall of 1857, we were in the dry goods business which was carried on in Milford, Iroquois County Ills., and under the name and Style of Vennum and King.

Int. 4 Where, and under what circumstances was the firm of Vennum & King, if ever, dissolved; If you sold out your interest in the concern, where, and to whom did you sell?

Ans. In the fall of 1857, I sold out my interest in the firm to Hiram Vennum.

Int. 5 What were the terms of the sale by you to Hiram Vennum of your interest in the firm of Vennum & King? State whether he was to or was not to assume or pay all or any part or portion of the debts of Vennum & King.

Ans. Hiram Vennum gave me two notes one payable in six months, and the other at twelve months, each for one half of my interest in the concern at ninety two cents on the dollar I believe. Hiram Vennum did not assume any of the debts of the firm of Vennum & King.

Int. 5 State any other matter or thing known to you tending to show the complainants rights in

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this action

Ans. I know nothing else.

— Cross Interrogatories on the part of Defendants —

Int. 1st Did Hiram Vennum in fact pay George King for his interest in the firm of King & Vennum or Vennum & King. If yea, when and how much? State precisely what was paid to King.

Ans. Hiram Vennum gave me two notes and I turned the notes over to my creditors soon after I got them. I can not state precisely what the amount of the notes were, but believe they were about six hundred dollars each.

Int. 2d By the arrangement were the debts of Vennum & King to be paid out of the store or was King to pay his proportion of them?

Ans. There was not arrangement made with Hiram Vennum, about the debts of Vennum & King at all. The debts of Vennum & King were to be paid out of the debts coming to Vennum & King by an arrangement between me and William Vennum.

Int. 3 What arrangement was made for the payment of the debts of King & Vennum or Vennum & King, or was no provision made for them?

Ans. There was no provision made for the debts of Vennum & King only as I have stated in my

54 answer to the 2nd Cross interrogatory.

Int. 4 What has George King done with the proceeds and avails of that Sale, and how does it happen that at the time he made no provision for the payment of the debts of his firm?

Ans. I turned the notes over to my creditors, soon after the sale to Hiram Vennum. There was this provision made between me and William Vennum, he was to collect the outstanding debts coming to the firm of Vennum & King, and pay the indebtedness of the firm of Vennum & King with said collections, and I understood from him William Vennum that there would be a surplus of near three thousand dollars to be divided between us after paying all of our indebtedness.

Int. 5 Did William Vennum and George King become insolvent and unable to pay their debts some time after the sale, and if so, at what time. How soon were executions out against them, and how long before they parted with all their property. Fix the dates as near as may be?

Ans. They did. I do not remember at what time, I cannot fix ~~the~~ a date, but it was a year or two after I had sold out to Hiram Vennum — perhaps two years. I do not remember at what time execution came out,

55 It was in the neighborhood of two years before all the property subject to execution was gone.

Int. 6 On which Lot is the dwellinghouse of Hiram Vennum, and how large are each of said lots?

Ans. I dont know any thing about that.

Int. 7 At the time of the Execution of the Note were King and Vennum solvent, could they pay their debts?

Ans. I supposed at that time we were and that we could pay our debts, and have a handsome surplus left.

Int. 8th Was not the main inducement for the execution of the note, that you might obtain time on the debt.

Ans. I know nothing about that.

Int. 9 Who bought the goods for which the note was given, were they bought of a Clerk of Davis Moody & C.?

Ans. I dont know any thing about it more than I think William Vennum bought most of the goods for Vennum & King, I dont know who he bought them of.

Int Did not Hiram Vennum turn out his farm upon the execution against him in favor of Davis Moody & C, have not you heard him say so?

Ans I dont know, I never heard him say so

George King

Subscribed and Sworn to before me this 25th day of October A.D. 1862.
Michael Hogle J.P.

State of Illinois
County of Iroquois } ss

I Michael Hogle of the county of Iroquois, and State of Illinois do hereby Certify that in pursuant to the stipulation and agreement by and between the parties to the above entitled suit: I as the Commissioner agreed upon by the agreement aforesaid to take the depositions of the said William Vennum and George King Witnesses whose names are subscribed to the foregoing depositions, that previous to the commencement of the examination of the said William Vennum and George King as witnesses in the said suit between the said Hiram Vennum Plaintiff and the said Samuel C. Davis, Mathew Moody, Henry J. Tomlinson, Charles B. Sawyer, Nathan W. Perkins William Vennum and George King, defendants; were each of them, duly Sworn by me as such Commissioner to testify the truth in relation to the Matters in controversy, between the said Hiram Vennum Plaintiff and the said Samuel C. Davis, Mathew Moody, Henry J. Tomlinson, Charles B. Sawyer

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Nathan W. Perkins, William Vennum and George King Defendants, so far as he should be interrogated concerning the same. That the said depositions were taken at the Office of the said Michael Hoyle in the town of Middleport in the County of Iroquois and State of Illinois, on the 24th and the 25th days of October A.D. 1862; and that after said depositions were taken by me as aforesaid; the interrogatories and answers thereto as written down by me were read over to the said Witnesses; and that thereupon the same was signed and sworn to by the said deponents before me, the oath being administered by me on the day and year therein set forth and at the place aforesaid.

October 25th 1862.

Michael Hoyle
as Commissioner

Fees of Witnesses

William Vennum.	1 day –	$1.00
George King.	2 days –	2.00 = $3.00

Commissioner's Fees taking depositions

5500 words @ 10¢ ₰ 100	–	5.50
2 Oaths		.10
Certificate		.25 $5.85
		$8.85

Michael Hoyle J.P.
Commissioner

The complainant also gave in evidence the depositions of Robert Nilson and George King filed on the 2nd day of March 1863, as follows: ——

Depositions of Robert Nilson and George King of the County of Iroquois, and in the State of Illinois produced and Sworn and examined before Michael Hoyle Esquire, a Justice of the peace in and for the County of Iroquois and State of Illinois on the 7th and 9th days of February A.D. 1863, at the Office of the said Michael Hoyle Esqr in the town of Middle-port in said County, by Virtue of the Commission or agreement of the parties to this Cause.

— Saturday February 7th A.D. 1863. —

Robert Nilson being duly Sworn deposeth and says as follows, to wit:

Int 1 What is your name, age, residence and occupation?

Ans My name is Robert Nilson: my age forty five years last September: My Residence is in Milford Township, in Iroquois County Illinois: my occupation at this time is that of a farmer.

Int. 2nd Have you ever been Surveyor of Iroquois County?

Ans. Yes Sir: I have: I was County Surveyor for some ten years.

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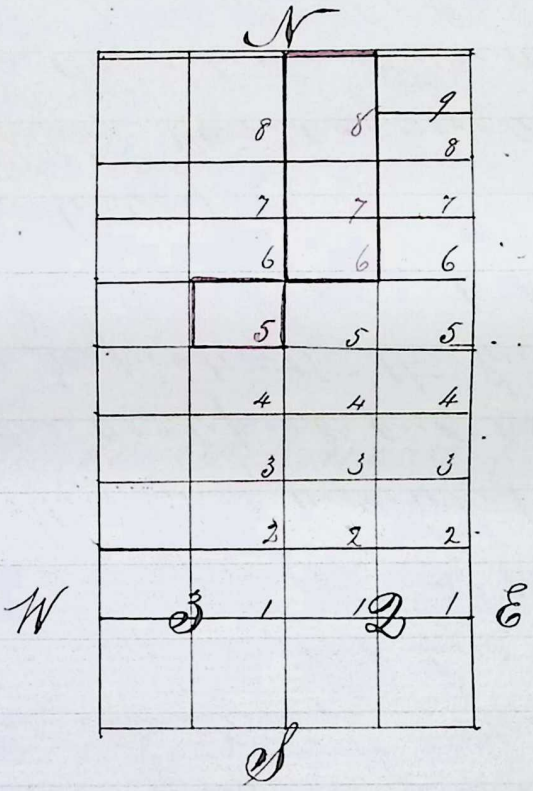
Int. 3 Are you acquainted with the following described lands, to wit; Lot Number five (5) of the North-East quarter of Section three (3) and lots number, six (6, seven (7,) and eight (8) of the North-west quarter of Section two (2), all in Township number twenty-five (25) North of Range Number twelve (12) West in Iroquois County. If yea, State how the several tracts lie with reference to each other, and annex a plat of them to your deposition, showing their relative situation, State whether said lands are occupied, and how, and by whom, How they are improved. If there are buildings on them, State what and what kind of buildings, how they are occupied and used, and on which of the lots respectively the buildings are situated; and State how you happen to know the matters whereof you testify?

Ans. Yes Sir, I am acquainted with all of said lots above described. Three of the described lots to wit, Six, seven & eight lie side by side but lot eight being the most Northern lot, and seven lying immediately South of eight, and joining it, and lot Six lying immediately South of lot Seven, and also joins it. These three lots, Six, Seven and eight are in the Northwest quarter of Section two, in Township twentyfive North Range twelve west. Lot five in the North East quarter of Section three in the same township and Range, lies

South west of, and Corners with the above described lot Six, as shown in the following plat, marked A, and to which I have affixed my name, and drawn the boundaries of said lots in red ink showing the relative situation of said lots of land, and which plat I make a part of my deposition.

A.

Sec^{s} 2 & 3, T. 25, N. R. 12 W



R. Nilson

The lands are occupied by Mr. Hiram Vennum as his residence or home, and have been so occupied by him for some fifteen or twenty years, or more. Said Lot five is partially improved, having about fifty acres under fences, and in the neighborhood of twenty five broke, and in ~~cultivation~~ cultivation, The rest of the

inclosure, used as a pasture, and the remainder of the land not broke is woods or timber land. There is, also a log house on said lot five which is principally occupied by a tenant of Mr. Vennum

Said Lot Six mentioned above is all fenced and used as a pasture. Said Lot Seven mentioned above is all under fence, and a part of it, about forty acres is used as a pasture. The remainder of said Lot Seven is under cultivation, making in the neighborhood of forty acres under cultivation. On said lot Seven there are two barns, one of said barns is about forty feet long, and about twenty two feet wide, and the other barn is about fifty feet long, and forty feet wide, said barns are both frame barns, and used as hay and stock barns, and are situated from four to six rods from the north line of said lot Seven. Said Lot eight mentioned above is all fenced, and all or nearly all under cultivation. The dwelling house in which Mr. Vennum resides is situated on the south side of said lot eight. There are also on said lot eight, a large barn, corn cribs, buggy-shed, and other out buildings - the buildings on said lot eight are situated on the South side of said lot. The buildings on said lot eight, are all frame buildings. I know the matters whereof I have testified, by having been acquainted a long time with the facts mentioned

When I was County Surveyor, I surveyed the lines several times. I have been acquainted with the improvements ever since they were commenced about thirty years ago. My own farm joins the land, all the building and nearly all the fencing are in sight from my own door. I am nearly as well acquainted with the history of the improvements on said lands as I am with the improvements of my own farm on which I have resided for over twenty years.

Robert Nilson

Subscribed and sworn to before me this 7th day of February A.D. 1863—
Michael Hogle J.P.

The further taking of these depositions is adjourned until Monday the 9th day of February A.D. 1863 at 10 o'clock A.M.

M. Hogle J.P.

Monday morning, February the 9th A.D. 1863 ten o'clock A.M. The said George King appeared and after being duly sworn deposeth and sayeth as follows, in answer to the following interrogatories, to wit

Int 1st Are you the George King who lately gave

a deposition in this cause?

Ans. I am.

Int - 2° In that deposition you stated that you dissolved partnership with William Vennum and sold out to Hiram Vennum in the fall of 1857. Please state whether you have any means of refreshing your memory as to the date of that transaction, and whether the above date is correct; and if not, what it should have been, and state when you did in fact sell out to Hiram Vennum.

Ans- Yes, I have the books of the firm of Vennum & King to refresh my memory. The statement of the date of the sale in that deposition is incorrect it should have been May A.D. 1857, as that is the month in which I sold out to Hiram Vennum, and it appears from said books that it was on the 27th day of May 1857.

George King

Subscribed and Sworn to before me this 9th day of February A.D. 1863.

Michael Hogle J.P.

The further taking of depositions closed

Fees

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			$
Witnesses	Robert Nilson	1 day	1.00
	George King	1 "	1.00
J. P.'s Fees	2900 words @ 10¢		2.90
	Certificate		25

Recv'd J. P.'s fees of Plaintiff
Michael Hogle J.P.

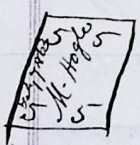
State of Illinois }
County of Iroquois } ss

I Michael Hogle a Justice of the Peace in and for the County of Iroquois, and State of Illinois do hereby Certify that the foregoing depositions of Robert Nilson and George King were taken by me at my office in the town of Middleport, in said County of Iroquois in the State of Illinois, that the said deposition of Robert Nilson was taken on the 7th day of February A.D. 1863, and that the said deposition of George King was taken on the 9th day of February A.D. 1863, and that both of said depositions were taken between the hours of 10 o'clock A.M. and 5 o'clock P.M. of the said 7th and 9th days of February mentioned above that the said witnesses were first duly sworn, to testify the truth in said Cause so far as they should be interrogated. That after said depositions were written they were carefully read by me to said witnesses, and that they

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thereupon signed, and were Sworn to the same, and that the plat Marked A attached to Robert Nilson's deposition, is the plat produced and signed by said Nilson as a part of his deposition, and that these depositions are taken on the part of the Complainant.

Witness my hand and Seal this 9th day of February A.D. 1863.





Michael Hogle J.P. (Seal)

Which depositions of the said William Vernum and George King, the said defendants Samuel C. Davis, Mathew Moody, Henry T. Tomlinson, Charles B. Sawyer and Nathan W. Perkins moved to suppress upon the ground of interest in said witnesses, and said motion was over-ruled, to which order the said defendants then and there excepted.

The defendants Davis, Moody, Tomlinson, Sawyer and Perkins gave in evidence the deposition of Moses H. Messer, as follows.

The deposition of Moses H. Messer of the County of Iroquois and State of Illinois, a witness of lawful age produced Sworn and examined on his corporal oath on the second day of February A.D. 1863, at the Office of Charles H. Wood in the town of Onarga, in the County of Iroquois, and State aforesaid by me Charles

H. Wood, a Commissioner, duly appointed by a Dedimus Potestatium, or Commission, issued out of the Clerks Office of the Superior Court of Chicago of Cook County, in the State of Illinois, bearing teste in the name of Thomas B. Carter Esqr. Clerk of said Court, with the Seal of ~~the~~ said Court affixed thereto, and to me directed as such Commissioner for the examination of the said Moses H. Messer, a Witness in a certain suit and matter in Controversy now pending and undetermined in the said Superior Court of Chicago wherein Hiram Vernum is Complainant, and Samuel C. Davis, Mathew Moody, Henry T. Tomlinson, Charles B. Sawyer, Nathan W. Perkins, William Vernum and George King are defendants, in behalf of the said defendants, as well upon the Cross-interrogatories of the Complainant as on the interrogatories of the defendants which were attached to or enclosed with the said Commission and upon none others. The said Moses H Messer being first duly Sworn by me as a witness in the said Cause, previous to the commencement of his examination to testify the truth as well on the part of the Complainant as the defendants in Relation to the Matters in Controversy between the said Complainant and defendants so far as he should be interrogated, testified and deposed as follows: ——

Interrogatory 1st What is your name, age, occupation, and place of residence?

Answer Moses H. Messer, about thirty four years of age. I am County Surveyor for Iroquois County also a Justice of the Peace in said County, I live in the town of Onarga in said County.

Interrogatory 2nd Do you know the parties, Complainant and defendants in the Caption to these interrogatories mentioned or either and which of them, and how long have you known them respectively?

Answer I have known Hiram Vennum for about five years last past. I have known William Vennum about four or five years last past and have known George Krig about six years last past. The other parties above mentioned I do not know personally, I think I have seen Sawyer once

Interrogatory 3rd State whether you have ever Surveyed Lot five of the North east quarter of Section three and Lots six, seven and eight of the North west quarter of Section two in Township twenty five North of Range twelve West in the County of Iroquois and State of Illinois, and if yea, State when such Survey was made, and whether

67 you have a correct Map or plat thereof.

Answer I have Surveyed all the lots above mentioned in interrogatory three. The Survey was made by me in the latter part of the month of July A.D. 1861, and I have a map thereof made by me immediately after the Survey of said lots, from minutes of Survey taken on the field on Lots Surveyed.

Interrogatory 4th If you have such Map or plat annex the same to your deposition, and cause it to be marked by the Commissioner

Answer According to the request in interrogatory Fourth I have now annexed the said Map or plat of said Lots to this deposition, and have requested the Commissioner Charles H. Wood to mark the same Schedule "A" The Plat itself is marked "Plat No. 2"

Interrogatory 5th Who is in possession of said Lots and the dwelling house thereon?

Answer Hiram Vennums was in possession of said Lots and said dwelling house in said July A.D. 1861, said dwelling house is on said lot eight.

Interrogatory 6th Does such Map or plat correctly designate the location of the buildings fences, enclosures and size of said lots?

Answer The barns represented on Schedule "A" South of the line which is marked "South line of lot eight" are correctly located on such plat or map. The location of the dwelling house with its enclosure was not measured by me, but its distance from said "South line of lot eight" was measured by my eye, and is substantially correct. The barn, Corn Crib and outbuildings represented on said map as North of said dwelling house were located by me in the same manner as the dwelling house - being in an inclosure, the fences of which were fixed by measurements and Compass bearings. The log house on lot five and School house on lot six are situated substantially as they are represented on said map. The map correctly designates the location of all the fences that appear on said map with the exception of that fence represented as running diagonally across the South West part of said lot seven. This fence was but partially constructed at the time of my said Survey. There were no fences on said lots other than those fences represented on

said Map, except an old fence near a grave yard in the west part of said lot eight at the time of making my said Survey. The Map correctly designates the location of the enclosures and size of said lots.

Interrogatory 7th (Do you know the Value of the dwelling-house and enclosures about the same, and if yea, state how much it is worth?

Answer I do not-, I am not acquainted enough with the property to know its Value.

Cross interrogatories and answers thereto by the witness on the part of the Complainant.

Cross Interrogatory 1st If you State that you have Surveyed said lands, State by what authority, and at whose request you made said Survey, and who paid you for the same

Answer I Surveyed said lands by the Authority, or more properly at the request of Davis, Sawyer & Co of Chicago, who also paid me for surveying said lands.

Cross Interrogatory 2d What buildings besides the dwelling house

70 are on the said lots or any of them, State what buildings are on each lot, and to what uses they are put. Include in your statement barns sheds, Stables, Outhouses, and all similar improvements and assimilate their localities.

Answer There are three barns, one Corn-crib one anomalous outbuilding, a smoke-house, attached to the dwelling house, one Schoolhouse one log Cabin. The log Cabin used as a dwelling, is on lot-five; the Schoolhouse used for School purposes is on lot-six, two barns, one of them the east side of the State road and the other on the west side of the State road is lot-seven: the third barn and the Corn-crib and the anomalous out-building and the dwelling house with smoke house attached are all on lot eight. I believe there is a hog sty, north east of the dwelling house, a few rods. The above are all the permanent buildings upon said lands. I have no other or further knowledge of the above facts stated than that acquired by me at the said time of my Survey of said lots.

M. H. Messer

I Charles H. Wood of the County of Iroquois

and State of Illinois, a Commissioner duly appointed to take the deposition of the said Moses H. Messer, a witness whose name is subscribed to the foregoing deposition, do hereby certify that previous to the commencement of the examination of the said Moses H. Messer as a witness in the suit between the said Hiram Vennum, Complainant, and the said Samuel C. Davis, Mathew Moody, Henry T. Tomlinson, Charles B. Sawyer, Nathan W. Perkins, William Vennum and George King, defendants so far as he should be interrogated concerning the same: that the said deposition was taken at my Office in the town of Onarga in the County of Iroquois, and State of Illinois on the second day of February A.D. 1863: and that after said deposition was taken by me as aforesaid, the interrogatories and answers thereto as written down were read over to the said witness and that thereupon the same was signed and sworn to by the said deponent Moses H. Messer before me, the oath being administered by me as such Commissioner at the place and on the day and year last aforesaid.

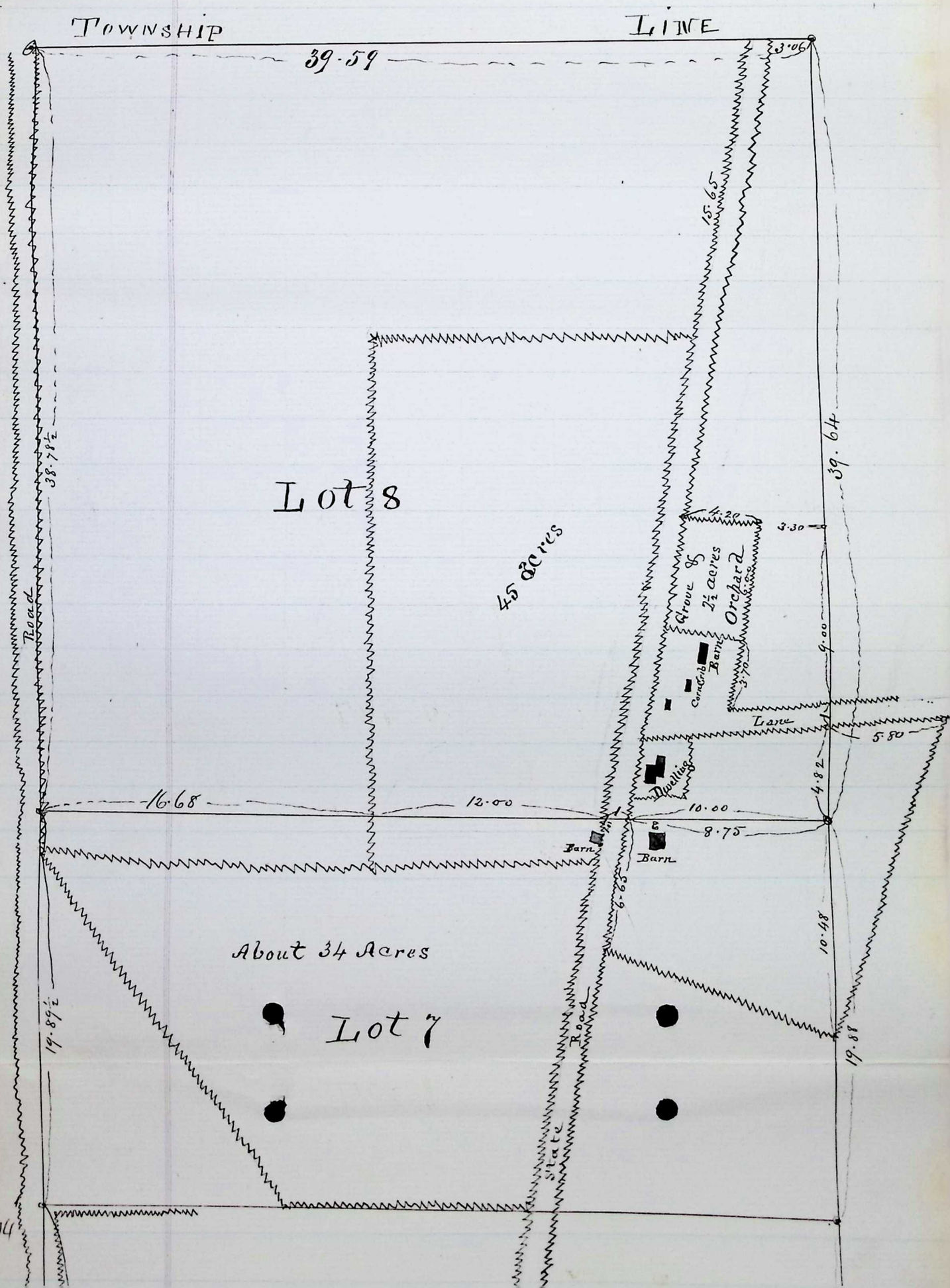
Charles H. Wood
Commissioner

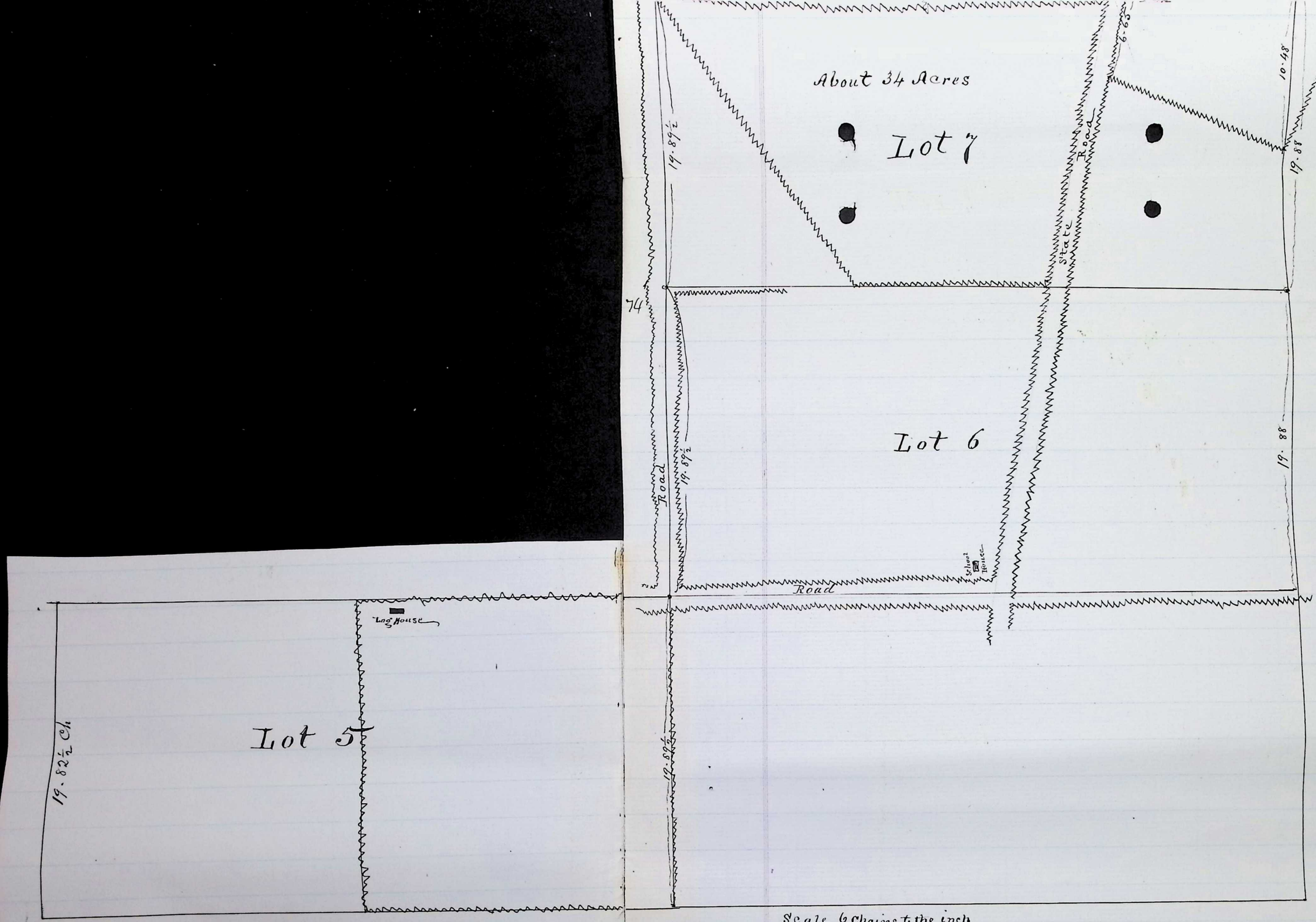
10 10
C H W
Feb 2
1863
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Vernon

Davis, Merrill & C

Plat No 2





Scale 6 Chains to the inch

Plat of Lot number Five of the North East quarter of Section number Three, and Lots numbers Six, Seven and Eight of the North West quarter of Section number Two of Township number Twenty five North of Range number Twelve West of the Second Principal Meridian, Showing the outlines of the lots; the fences, and the location of the buildings on the same, and also the roads on and surrounding the said lots.

I do hereby Certify that the Straight

black lines in the said Plat denote the boundaries of the lots above mentioned; that the figures along said lines denote distances from point to point, that the zigzag lines represent the fences on and about said lots, that the figures along such lines denote their lengths as measured on the ground; that the areas of each of the lots, and the outlines of the same are marked on Plat No 1, the plat No 1 and Plat No 2 are of the same survey made at the same time - July 29th 1861.

Moses H. Messer, County Surveyor

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The, defendants, aforesaid also gave in evidence the, deposition of Theodore Ayres filed Nov. 21, 1862 as follows:

Interrogatory First. What is your name, age, occupation, and place of Residence?

Answer Theodore Ayres is my name, age forty five, occupation, a farmer, place of residence, Sheldon Iroquois County Ills.

Inty 2d. Do you know the parties, Complainant and defendants in this cause and if so, how long have you known them respectively?

Answer I am acquainted with Hiram Vennum William Vennum, George King and partially acquainted with Mathew Moody that is, all — been acquainted with the Vennums and King, some six or seven years, Mr Moody, about four or five years.

Inty 3rd What was your employment in the winter of 1858 & 1859?

Answer I was Sheriff of the County of Iroquois in the State of Illinois

Inty 4th Did you at any time, during that winter serve a Summons issued from the Cook County Court of Common Pleas and wherein Saml C

Davis, Mathew, Moody, Henry T. Tomlinson, Charles B. Sawyer and Nathan W. Perkins were plaintiffs and the Complainant was a defendant, on the Complainant Hiram Vennum, If yea, state the names of defendants contained in that Summons, and whether or not you read it to the Complainant?

Answer I presume I did, I served several Summonses during that winter on these persons, and if my name is on that Summons, I served it, tho I have no particular recollection of serving that particular Summons. If I served that particular Summons I read it to the Complainant. The names of the defendants were Hiram Vennum, William Vennum and George King.

Int'y 5th Did you or not receive a writ of fieri facias in favor of said Davis, Moody, Tomlinson Sawyer and Perkins and against Hiram Vennum, William and George King, If yea, state what was done under such writ, if the same was presented to said Hiram Vennum, state what he said at that time, if any thing?

Answer. I did receive such writ, I levied on lands of Hiram Vennum for the purpose of satisfying said writ, It has been so long since that it is difficult to remember all that was said by him, he stated that he was anxious to close it up with

as little trouble and expense as possible, or words to that effect, at or about the time of the presentation.

Int.y 6th Did he, authorize You to make any Communication to the plaintiffs therein, and if so, State fully what he authorized You to, Communicate?

Answer He did, He authorized me to say to the Plaintiffs that he was anxious to, close it up with as little expense as possible, and that he would turn out Real Estate abundantly sufficient to make it perfectly secure and desired me to use my influence with them to have them bid off the real estate for the full amount of debt and Costs in order to save further Costs or a reissue of execution or to that effect.

Int.y 7th If in, answer to the sixth Int.y, You say in substance, that he authorized You to request the plaintiffs to bid off his farm at Sheriff Sale for the full amount of the execution. State whether you did any thing in pursuance of such authority and if so, what, State fully?

Answer I did, I wrote one or more letters to the Plaintiffs to that effect.

Int.y 8 Did he make any Statement or promise in regard to the redemption of said farm if it should be bought by the plaintiffs, And if yea, State what he said?

Answer He did - He Stated he had other lands

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that he could turn out, but he turned this his home farm out that they might have a stronger assurance that it would be redeemed.

The Complainant objects to all the foregoing Interrogatories and their Answers thereto

Cross Interrogatories by Plaintiffs Attorney, on the part of the Complainant.

Int'y 1st State if you had instructions from the plaintiffs in said execution what to do with the same, If yea. State what those instructions were and the reasons for so doing, given by them?

Answer I did receive instructions from the plaintiffs which were to levy on all of Hiram Vennums real estate, and advertise and notify them of time of sale that they would bid off the real estate at a nominal value so as to get his personal property to satisfy said Execution, or words to that effect.

Int'y. 2nd State whether you communicated to the said Hiram Vennum, these instructions, if so when and where?

Answer I think I did at or about the time of the levy, and at his house I think.

Int'y. 3rd State if at the time of the levy on said lands, and at the time he authorized you to communicate

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to the plaintiffs, therein as you have stated in your answer to sixth direct interrogatory, whose debt did the said Hiram Vennum treat this, debt to be, a debt of his own and partner William Vennum or a security debt.

Answer From what he said at the time refered to I think he considered it a debt of his own and William Vennums, or firm of William & Hiram Vennum and treated it as such.

Int'y 4th Why do you think so, was there any thing said at that time about this debt being a security debt or debt of King & Vennum, and if so, what?

Answer I think there was nothing said at that time about this being a security debt or debt of Vennum and King.

Int'y 5th Was there any thing said at that time by Hiram Vennum in regard to the debts of the firm of W & H. Vennum, and if so what?

Answer I think there was at or about that time. He expressed his astonishment that the firm of W. & H. Vennum should have got so deeply in debt in so short a time.

Int'y 6th State whether the presentation of said execution to Hiram Vennum, and the levy was made at the same time, or at different times?

81 Answer I think they both. the presentation and levy were made at the same time, but am not positive.

Inty 9th State if at the time you received said execution the said Hiram Vennum was possessed of any considerable amount of personal property, and if so, State what it consisted of.

Answer I presume he had, he generally has a Considerable amount of Horses, Cattle Hogs and other personal property.

Inty 8th What effect did the presentation of said execution by you to the said Hiram Vennum and said Communications to him have upon him?

Answer He seemed to be deeply anxious to have it fixed up at once by sale of his lands with no more expense or executions.

Inty 9th State whether the plaintiffs in said execution or their agents, or Attorneys, or either of them were present at the time of said sale of said lands.

Answer They were not.

Inty 10th Who was present at said Sale and bid off said lands?

Answer I had been previously instructed by the plaintiffs to bid off said lands in their names for debt and Costs.

Signed Theodore Ayres

82, Subscribed and Sworn to before me this eighteenth day of November A.D. 1862

Robert Caldwell J.P. SS

State of Illinois }
Iroquois County } ss.

I Robert Caldwell a Justice of the Peace of said County, do Certify that the fore-going deposition was taken by me at the time and place mentioned in the caption thereof, that the said witness was first duly Sworn and that after said depo-sition was written, it was carefully read to said witness and he thereupon signed the same.

Witness my hand and seal this eighteenth day of November A.D. 1862.

Robert Caldwell J.P. (Seal)

The defendants also offered in evidence the de-position of the said William Vernum taken in a Cause in the United States Circuit Court for the Northern District of Illinois, wherein the defendant Samuel C. Davis was plaintiff and the complainant was defendant, filed in that Court April 12th 1861. The complainant consented that said deposition might be read in evidence in this Cause if the testimony would have been competent if taken in this Cause, but objected that the testimony of the witness was

incompetent so far as he assumed to state the Value of the Lands Mentioned in said deposition, and the improvements thereon, which objection was over-ruled, to which ruling the complainant excepted. Said deposition was then given in evidence by the said defendants as follows: ——

The deposition of William Vennum of the County of Iroquois and State of Illinois, a witness of lawful age, produced, Sworn and examined upon his Corporal oath, on the 10th, day of April in the Year of our Lord one thousand eight hundred and sixty one, at the office of Thomas Vennum, Clerk of the Circuit Court of Iroquois County, Illinois, by me, Thomas Vennum, Clerk of said Circuit Court, duly appointed by a notice and agreement from the United States Circuit Court at Chicago, Illinois, and to me directed, as Commissioner for the examination of the said William Vennum, a witness in a certain Suit now pending and undetermined in the said United States Circuit Court at Chicago, Illinois, wherein Samuel C. Davis is plaintiff and Hiram Vennum is defendant on behalf of the said defendant, as well upon the Cross interrogatories of the plaintiff as on the interrogatories of the defendant, which were attached to or enclosed with the said notice and agreement, and upon none others.

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The said William Vennum being first duly sworn by one, to testify the truth as well on the part of the plaintiff as the defendant, in relation to the matters in controversy between the said plaintiff and defendant so far as he should be interrogated, testified and deposed as follows:

Interrogatory 1st What is your name, age, occupation and place of residence?

Answer to 1st My name is William Vennum, my age 31 years, my residence at Milford Iroquois County, Illinois and am Justice of the Peace, Assessor and town Collector.

Interrogatory 2nd Are you acquainted with the parties to this suit?

Answer to 2nd I am not acquainted with Samuel C. Davis the Plaintiff, I am acquainted with the defendant.

Interrogatory 3rd Where does the defendant Hiram Vennum reside, and how long has he resided there?

Answer to 3rd He resides on his farm four miles North of Milford in Iroquois County, Illinois, and has resided there for the last twenty years.

Interrogatory 4th What is and has been his occupation during such residence?

Answer to 4th His occupation has been that of a Farmer during

the whole of said time.

Interogatory 5th. If You State that the said Hiram Vennum is a farmer, and has and does reside on a farm in Iroquois County, Illinois, State of what tracts of land the said farm consists as described by the government Surveys and numbers, and how they lie with reference to each other, and annex a plat thereof with the numbers to Your deposition.

Answer to 5th His farm, consists of Lots Nos 6, 7 & 8 in the North-West quarter of Section No Two (2) and lot No (5) five in the North East Quarter of Section No Three (3) both of said Sections in Township No Twenty five (25) North, of Range No Twelve (12) West, and I think eighty acres in Township No Twenty Six (26) adjoining Lot No Eight (8) aforesaid. The Plat herewith exhibited marked "Exhibit A" and which I make a part of my answer is a correct Plat of Sections Nos 2 & 3 in Township No 25 North, of Range No twelve (12) West, and said lots 6, 7 & 8 of the North West quarter of Section No Two (2) and Lot No five (5) of the North East quarter of Section No Three (3) lie with reference to each other as shown and numbered on said Plat.

Interogatory 6th State how said farm has been occupied and used, and for how long a time, and by whom?

Answer to 6th Lot 6 of N.W. 1/4 Sect 2 aforesaid, is mostly fenced

and occupied as pasture land. Lot No 7 of N.W ¼ Sec 2 aforesaid is occupied by a part of the buildings and lots around them on said farm, and some of it as farming land. Lot 8 of N.W. ¼ Sec. 2 aforesaid is also occupied by buildings and farming or cultivated land. Lot No 3 of N. E ¼ Sec 3. aforesaid, is occupied partly as farming land, the balance is timber land belonging to said farm, and all of said land has been so occupied for fifteen or twenty years last past by said Hiram Vennum.

Interrogatory 6th Has the said Hiram Vennum a family, If yea of whom does such family consist, and what are their ages, and where does such family reside and how long have they resided there?

Answer to 6th He has a family, it consists of himself, his wife, and one child, his, Hiram Vennum's aged Mother, and a hired man or two. Hiram Vennum's age is about 45 Years, His wife's age about 50 years, The child about 13 years old. Hiram Vennum's Mother's age about 85 years. There is also a Stepson of the said Hiram Vennum who is a member of his family, aged about 24 years. Said family resides on the farm above described. The said Hiram Vennum has lived on and occupied said farm with his family for the last twenty years. The said Hiram Vennum's first wife died some fifteen or twenty years ago, and he was married to his present wife about

87 fifteen years ago and has continually to occupy his said farm with his said family ever since.

Interrogatory 8th What was the Consideration of the Note on which the judgment was rendered, under which the said defendants land was sold on execution at the Suit of Samuel C. Davis Mathew Moody & others?

Answer to 8th The Consideration of the Note on which said judgment was rendered was for goods purchased by me of Davis Moody & Co for myself and one George King doing business under the name and Style of Vennum and King.

Cross Interrogatories

Cross Interrogatory 1st Does not the said Hiram Vennum reside on Lot numbered eight of the North West quarter of Section numbered two in Township numbered twenty five North of Range twelve west in Iroquois County and has he not resided on said lot for than five years.

Answer to 1st Cross Interrogatory. I cannot tell whether Hiram Vennum resides on Lot 8 of N.W. 1/4 of Sec 2 or Lot 7 of said quarter Section. I don't recollect on which side of his dwelling house the line between Lots 7 & 8 runs, but it runs very near the house, and he has resided there for more than five years last past.

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6. Interrogatory 2nd Are not the dwelling house and buildings on said lot eight, and have they not been located on said lot for five years last past?

Answer to 6. Interrogatory 2nd I cannot tell whether said dwelling house is on Lot 7 or 8 but it has been located on one or the other of said lots for the last five years. There are other buildings on each of said lots and which have been there more than five years last past.

Cross Interrogatory 3rd Does not said lot eight contain more than one hundred acres and if not, how many acres does it contain?

Answer to Interrogatory 3rd It does contain more than one hundred acres.

Cross Interrogatory 4th How much in your judgment are Lot Eight and the buildings thereon worth, and how much were they worth in January A.D. 1859?

Answer to Cross Interrogatory 4th Lot eight is probably worth one thousand dollars without the dwelling, if the dwelling is on said lot eight, it is worth $1500 dollars, and was worth the same in January 1859.

Cross Interrogatory 5th How much is each of the lots worth in your judgment, and how many acres do they contain, and each of them

Answer to Cross Interrogatory 5th Lot seven is worth probably

five hundred, dollars, without the dwelling, if the dwelling is on said lot 7 it is worth one thousand dollars, it contains 80 acres, Lot six is probably worth four hundred, dollars, and contains eighty, acres by Government Survey, Lot five in N. E. ¼ Section three is probably worth five hundred dollars, and also contains eighty, acres by Government Survey. Lot 8 in N. W. ¼ Sec 2 Contains 155 $\frac{44}{100}$ acres as per Government Survey.

Cross Interrogatory 6th Upon which lot are the dwelling house and buildings situated, and what is the Value of the lot and what was its Value in January A.D. 1859, and how many acres does it contain Please number the lots upon the plat you annex to your deposition and Mark the lot on which the buildings are situated.

Answer to Cross Interrogatory 6th The dwelling house and buildings are situated on lots 7 & 8 Lot 8 without the dwelling is worth $1000, if the dwelling is on said lot is worth $1500, it contains 155 $\frac{74}{100}$ acres Lot 7 is worth $500 without the dwelling, if the dwelling is on said lot it is worth $1000, it contains 80 acres. I have marked said plat with the word "Buildings" in red ink at about the situation of the buildings of said farm. The Lots of said Sections two and three numbered on said Plat correspond with the subdivisions of said

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Sections in the original Survey. I believe each of said lots were worth the prices respectively fixed by me above in January 1859.

William Vennum

Subscribed and Sworn to before me this 10th day of April A.D. 1861.

Thomas Vennum
Clerk

Exhibit "A"

Plat of the Subdivision of Sections Nos 2 & 3 Town 25 N.R 12 West in Iroquois County Illinois.

North

Lot 8 of N.W. ¼ Sec 3	Lot 8 of N. E ¼ Sec 3	Lot "8" of N. W. ¼ Sec. 2	Lot No. "8" of N.E. ¼ Sec 2
Lot 7 of N. W. ¼ Sec 3	Lot 7 of N. E ¼ Sec 3	Lot "7" of N. W ¼ Sec 2	Lot "7" of N.E. ¼ Sec 2
Lot 6 of N. W. ¼ Sec 3	Lot 6 of N. E ¼ Sec 3	Lot 6 of N. W. ¼ Sec 2	Lot 6 of N.E. ¼ Sec 2
Lot 5 of N. W. ¼ Sec 3	Lot 5 of N. E ¼ Sec 3	Lot 5 of N. W. ¼ Sec 2	Lot 5 of N.E ¼ Sec 2
Lot 4 of N.W. ¼ Sec. 3	Lot 4 of N. E. ¼ Sec 3	Lot 4 of N. W. ¼ Sec 2	Lot 4 of N.E ¼ Sec 2
Lot 3 of N. W. ¼ Sec 3	Lot 3 of N.E. ¼ Sec 3	Lot 3 of N.W. ¼ Sec 2	Lot 3 of N.E. ¼ Sec 2
Lot 2 of N. W. ¼ Sec 3	Lot 2 of N. E. ¼ Sec 3	Lot 2 of N. W. ¼ Sec 2	Lot 2 of N. E ¼ Sec 2
Lot 1 of N. W ¼ Sec 3	Lot 1 of N. E ¼ Sec 3	Lot 1 of N. W. ¼ Sec 2	Lot 1 of N. E. ¼ Sec 2
S.W. ¼ Sec 3	S. E ¼ Sec 3	S. W. ¼ Sec 2	S. E ¼ Sec 2

South

West

East

The said defendants then gave in evidence the Summons, declaration, and the Copy of the note attached thereto, the record of the default of the said Complainant for want of a plea, and the judgment in the action at law mentioned in the bill, and the Complainant gave in evidence, the Original note with the Credits thereon, and the execution and Sheriffs return in said Cause, which are as follows

State of Illinois } ss
County of Cook }

The People of the state of Illinois, To the Sheriff of Iroquois County — Greeting:

We, command that you Summon William Vennum, George King & A. Vennum if they shall be found in your County, personally to be and appear before the Cook County Court of Common Pleas of said County, on the first day of the next term thereof, to be holden at the Court house in the City of Chicago, in said County, on the first Tuesday of January next, to answer unto Samuel C. Davis, Mathew Moody Henry T. Tomlinson, Charles B. Sawyer & Nathan W. Perkins in a plea of Trespass on the Case on promises to the damage of said plaintiffs as they say in the sum of Twenty three hundred dollars.

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

Witness Walter Kimball, Clerk of our said Court, and the seal thereof at the City of Chicago in said County this 20th day of Dec. A.D. 1858.

Walter Kimball, Clerk

Seal

Served this Writ on William Vennum, Hiram Vennum & George King, the within named defendants, this 24th day of December 1858.

Theodore Ayres, Sheriff of Iroquois Co. Ill.

State of Illinois } ss.
County of Cook }

Cook County Court of Common pleas of the January Special Term A.D. 1859.

Samuel C. Davis, Mathew Moody, Henry T. Tomlinson, Charles B. Sawyer and Nathan W. Perkins, partners under the firm name and Style of Davis, Moody & Co Plaintiffs in this suit by J. A. Lathrop their Attorney, Complain of William Vennum and George King, late partners under the firm name of Vennum and King, and the said William Vennum and H. Vennum partners under the name of W & H. Vennum, defendants, who were Summoned &c of a plea of Trespass on the Case ~~upon~~ promises: For that whereas the said defendants heretofore, to wit, on the eleventh day of September in the year of our Lord one thousand eight hundred and fifty seven, at Chicago, to wit, at said

County of Cook, made their certain promissory Note in writing, bearing date the day and year aforesaid, and then and there, delivered the same to the said plaintiffs, in, and by which said note said defendants by the name, style and description of Vennum & King, and W. & H. Vennum promised to pay to the order of the said Plaintiffs, their firm name of Davis, Moody & Co one day after the date of said note the sum of Twenty one hundred and Seventy six dollars and fourteen cents, with interest at ten per cent per annum. By means whereof, and by force of the Statute in such case made and provided, the said defendants became liable to pay said plaintiffs said sum of money mentioned in said note, and being so liable, in consideration thereof, then and there undertook and promised to pay the same to the said plaintiffs according to the tenor and effect of the said note to wit at the place aforesaid.

And whereas, also, the said defendants, afterwards, to wit on the first day of December in the year of our Lord one thousand eight hundred and fifty eight, to wit, at said County became and were indebted unto the said plaintiffs in a large sum of money, to wit the sum of Twenty three hundred dollars, for money before that time lent and advanced to said defendants by said plaintiffs, at said defendants request; and also

94 in the like sum, for money before that time paid, laid out and expended for said defendants by said plaintiffs, at the like special request of said defendants; and in the like sum for money before that time had and received by said defendants to and for the use of said plaintiffs; and also in the like sum, for goods, wares and merchandise, before that time sold and delivered by said plaintiffs to said defendants, at the like special instance and request; and also in the like sum for the labor, care and diligence of said plaintiff before that time done and performed by said plaintiffs for said defendants, and at the like instance and request of said defendants; and also in the like sum then and there found to be due and owing to said plaintiffs on an account stated between them; and being so indebted, said defendants, in consideration thereof, then and there undertook and promised to pay said plaintiffs said several sums of money above mentioned, when thereunto afterwards requested.

Yet the said defendants, not regarding their said promises and undertakings, but contriving &c, although often requested so to do, have not paid said plaintiffs either of said sums of money above mentioned, or any part thereof, but so to do have hitherto wholly

neglected and refused, and still do neglect and refuse, to the damage of said plaintiffs of Twenty three hundred dollars, and therefore they bring this suit &c.

J. H. Lathrop
Plaintiffs Attorney

(Davis Moody & Co. Chicago
Samuel C. Davis & Co St. Louis

$ 2176 14/100 Chicago Ill Sept 11th 1857

One day after date for Value received I promise to pay (Davis Moody & Co. or order (a firm composed of Samuel C. Davis, Mathew Moody, Charles B. Sawyer, Henry T. Tomlinson, and Nathan W. Perkins,) Twenty one hundred seventy six & 14/100 Dollars at their office in Chicago with interest at ten per cent per annum.

(Signed) Vennum & King
W. & H. Vennum

No.
William Vennum
H. Vennum
George King

Endorsements

Received Oct. 29th 1857 on the within $ 201.00
Dec. 3/57 Cash 175.00
Sept 18/58 100.00

The following is the order of Judgment referred to entered of record Seventh January A.D. 1859.

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Samuel C. Davis, Mathew Moody
Charles B. Sawyer Henry J. Tomlinson and
Nathan W. Perkins ——————

1901 v.

20204 William Vennum, George
King and H Vennum

} Ass't.

This day come the said plaintiffs by J. H. Lathrop their attorney, and due personal service of process of summons issued herein being had on said defendants, and they being three times severally solemnly called in open Court, come not, nor does any person for them but herein they make default, which is ordered to be taken and entered of record. Wherefore said plaintiffs ought to have and recover of said defendants their damages herein sustained by reason of the premises, and the Court, after hearing the allegations and proofs submitted by said plaintiffs, and being fully advised in the premises, now assess said plaintiffs' damages herein to the sum of Nineteen hundred and forty one dollars and seventy four cents.

Therefore it is considered that said plaintiffs do have and recover of said defendants
$1941.74 their damages of Nineteen hundred and forty one dollars, and seventy four cents, in form as aforesaid assessed, together with their costs and charges by them in this behalf expended and

that they have execution therefor.

State of Illinois
County of Cook } ss

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

We Command you, that of the Lands and Tenaments, Goods and Chattels of William Vennum Heram Vennum and George Sing, defendants in your County, you cause to be made the sum of Nineteen hundred and forty one dollars and seventy-four cents, which Samuel C. Davis, Mathew Moody Charles B. Sawyer, Henry T. Tomlinson and Nathan W. Perkins, plaintiffs lately in the Cook County Court of Common Pleas of said County, at a Special Term thereof begun and held at Chicago in said County, on the first Tuesday of January Inst., recovered against the said defendants and which by the said Court was adjudged to the said plaintiffs for their damages. And also the further sum of Eight dollars and ninety five cents which were adjudged to the said plaintiffs for their costs and charges in that behalf expended, whereof the said defendants were convicted, as appears to us of record. And have you these moneys ready to render to the said plaintiffs for their damages and costs

aforesaid, and make a return of said writ, with an endorsement thereon in what manner you shall have executed the same, in ninety days from the date hereof.

Witness, Walter Kimball, Clerk of our said Court and the Seal thereof at Chicago in said County this 8th day of January A.D. 1859

Walter Kimball, Clerk.

Seal

(Endorsement)

The Sheriff will Collect interest from Jan'y 7th 1859.

Come to hand at ten minutes before nine o'clock A.M. Jan'y 12th A.D. 1859.

Theodore Ayres, Sheriff

By Virtue of the within writ, I have this 10th day of March A.D. 1859 levied on the following Real Estate, Lot 5 N.E. ¼ Sec. 3. T. 25, N.R. 12 West. Lots 6 & 7 N.W. ¼ Sec. 2, T. 25, N.R. 12 West, also Lot 8 N.W. ¼ Sec. 2, T. 25, N.R. 12 West, in all 397 acres, situated and being in Iroquois County Illinois.

filed Certificate of levy. Theodore Ayres Sheriff

After being duly advertised, I offered the above described lands at public sale on the 9th day of April A.D. 1859, and Charles B. Sawyer one of the plaintiffs having bid in all for said lands the sum of Two thousand, twenty three 87/100 dollars

became the purchaser, retaining the above amount excepting forty four $\frac{05}{100}$ Dollars, the amount of my fees, including Commission, printers fees &c in the hands of the plaintiffs in execution, which fully satisfies this execution and fee bill.

Sheriffs fees Levying Ex. 50 mil	1.00	
Certificate of Levy	.25	
Recording	.25	2.00
Advertising .25 Printers fee	8.00	8.25
Commission	$32.70	40.95
Certificate of Sale .50 Recording .50, Return of Writ .10		1.10
		$44.05

Theodore Ayres, Sheriff
Iroquois Co. Illinois

And afterward to wit on the Fifteenth day of December in the year aforesaid, said day being one of the days of the December Term of said Court, the following among other proceedings, was had and entered of record in in said Court, to wit,

100
316
4600

Record 15 Page 55

Hiram Vennum —
Vs
Samuel C. Davis, Mathew Moody
Henry J. Tomlinson, Charles B Sawyer
Nathan W. Perkins William Vennum
and George King —

Decree

Come now the complainants and the defendants Samuel C Davis, Mathew Moody, Henry J. Tomlinson Charles B. Sawyer, and Nathan W. Perkins by their respective Solicitors and Counsel, and the said William Vennum and George King having been duly served with process, and having wholly failed to answer the said Complainants bill, it is now ordered, adjudged and decreed that the said bill as to them be taken as confessed, and this cause is now set down for hearing upon the bill as amended the answer of the said defendants Samuel C. Davis, Mathew Moody, Henry J. Tomlinson, Charles B Sawyer and Nathan W. Perkins and the replication thereto the default of the said defendants William Vennum and George King, and the depositions taken and filed in this Cause, and the Court being advised of and concerning the premises. It is now ordered adjudged and decreed and declared, that Lot number Eight (8) of the North-West quarter of Section number two (2) in Township number twenty five (25) North of Range number twelve (12) West in the County of Iroquois, in the said

complainants bill mentioned, which was levied upon and taken in execution by Theodore Ayres Sheriff of said County on the tenth day of March 1859 by Virtue of a writ of fieri facias issued out of the Cook County Court of Common Pleas dated the 8th day of January A.D. 1859 upon a judgment in favor of the defendants Samuel C. Davis, Mathew Moody, Charles B. Sawyer Henry T. Tomlinson and Nathan W. Perkins against the defendants William Vernum and George King and the Complainant Hiram Vernum, and was sold by the said Sheriff by virtue of the said writ of fieri facias to, and was purchased by the said defendant Charles B. Sawyer for the use of the Plaintiffs in said writ was and is the homestead of the said Complainant Hiram Vernum, and that the same was and is exempt from such levy and sale.

And it is further ordered, adjudged and decreed that the said levy and the said sale of the said Lot number eight be and the same are hereby set aside and annulled and the said defendants Samuel C. Davis, Mathew Moody, Henry T. Tomlinson, Charles B. Sawyer and Nathan W. Perkins are and each of them is perpetually enjoined and restrained from setting up any Claim of or title to said Lot Number Eight under or by Virtue of the said judgment execution and sale and from using the same as evidence of title to the said Lot Number Eight.

And it is further ordered adjudged and

182, decreed that the said Complainant recover against the said defendants their costs and charges about their suit in this behalf expended, and that they have execution therefor.

State of Illinois
County of Cook } S.S.

I Thomas B Carter Clerk of the Superior Court of Chicago, within and for the County and State aforesaid, do hereby certify that the above & foregoing is a full true and Complete transcript of all the papers on file in my office, and of all orders and decrees, made & entered of record in said Court in a certain cause wherein Hiram Brunson is complainant and Samuel L Davis et als defendants.

In testimony whereof I hereunto subscribe my name, & affix the Seal of said Court, at the City of Chicago in said County, this 10th day of February A.D. 1864

Thomas B Carter Clerk

State of Illinois.

Supreme Court.

3d Grand Division

April Term 1864.

Hiram Vennum

vs

Samuel C. Davis,
Matthew Moody,
Henry T. Tomlinson,
Charles B. Sawyer,
Nathan W. Perkins,
William Vennum &
George King

} Error to the Superior Court of Chicago.

The above named defendants in error William Vennum and George King hereby waive the issuing and service of process and enter their appearance in the above entitled cause

George King

Wm Vennum

105 State of Illinois

Supreme Court,

Third Grand Division

April Term 1864

Hiram Vennum

vs

Samuel C. Davis, Matthew Moody, Henry T. Tomlinson, Charles B. Sawyer and Nathan W. Perkins, William Vennum & George King.

Error to the Superior Court of Chicago.

Now comes the said Plaintiff in error and says that in the forgoing record and there manifest errors hath intervened in this, to wit:

1 ~~That~~ The said Superior Court of Chicago erred in ~~xxx~~ not decreeing that the judgement at law in the complainants bill mentioned be perpetually enjoined as against the said plaintiff in error,

2. The said Superior Court erred in not decreeing that the sale of all the lands in the complainants bill mentioned be set aside and annulled

3 The said Superior Court erred in not decreeing that the sale of other of the

said lands that lot number eight in the complainants bill mentioned be set aside and annulled

Wherefore, and for divers other errors in said record and decree appearing the said plaintiff in error prays that the said decree may be reversed,

Goodrich Thurber & Roberts
Att'ys for pltff in error.

Supreme Court of Illinois
Third Grand Division.
April Term AD 1864.

Samuel C. Davis, Matthew Moody, Henry T. Tomlinson, Charles B. Sawyer, Nathan W. Perkins, William Vennum and George King
vs
Miram Vennum.

Error to the Superior Court of Chicago

And now come the said defendants in error Samuel C. Davis, Matthew Moody, Henry T. Tomlinson, Charles B. Sawyer and Nathan W. Perkins, and say that no error hath intervened in the said record and decree as is by the said plaintiff in Error supposed, wherefore they pray that said decree may be affirmed.

Gallup & Hitchcock
Att'ys for above Defts in Error.



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Hiram Vennum

vs.

Samuel C. Davis & Others

Record

Filed March 8, 1864

L Silvernail Clk

Fees $23.04

Paid

W Baxter

Clerk