No. 12808

Supreme Court of Illinois

Geiselman.

---

vs.

Bradley.

71641

246

Michael Guselman

Cyrus P. Bradley

246

1859

12808

246

Kane Co. Cir. Court

Michael Geiselman

v

Cyrus P. Bradley

Transcript

Filed April 20. 1859
La Leland
Clerk.

Williams, Woodbridge &c
pd. $5. to Rice

Fees $45.

United States of America }
State of Illinois Kane County } ss

1) Pleas before the Honorable Isaac G. Wilson Judge of the Thirteenth Judicial Circuit and presiding Judge of the Circuit Court of Kane County in the State of Illinois at a Term thereof begun and held at the Court House in Geneva in said Kane County on the twenty first day of February in the Year of our Lord One thousand Eight hundred and fifty nine and of the Independence of the United States the Eighty third

Present The Hon Isaac G. Wilson Judge
Edward S. Joslyn States attorney
Ethan J. Allen Sheriff

Attest
Paul R. Wright Clerk

Be it Remembered that heretofore there were filed in the Office of the Clerk of the Kane County Circuit Court the following papers pertaining to the cause of Michael Geiselman plaintiff against Cyrus P. Bradley defendant in an action of Trespass in which case the venue was changed to said Kane County Circuit Court from the Cook County Court of Common Pleas of Cook County in

[12808-1]

said State to wit: A Summons Declaration Pleas & Transcript of the Record of said Case in said Court of Common Pleas. The said Summons being in the words & figures following to wit:

2

State of Illinois } ss
Cook County } The People of the State of Illinois to the Coroner of said County Greeting:

We command you that you summon Cyprus R. Bradley if he 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 Monday of February next to answer unto Michael Geiselman in a plea of Trespass to the damage of the said plaintiff as he says in the sum of Four Thousand Dollars. 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 January A.D. 1857

Seal

Walter Kimball
Clerk

Upon the back of said Summons appears the following endorsement to wit

Served this writ by reading to the within named Cyprus P. Bradley Sheriff of Cook County this 21st day of January 1854

Austin Haynes Coroner of Cook County.

The said Declaration is in the words & figures following to wit:

State of Illinois } ss
Cook County }

Cook County Court of Common Pleas of the February Term A.D. 1854

Michael Geiselman Plaintiff in this suit by Pearson Ashton & Frink his attornies complains of Cyprus P. Bradley defendant in this suit in a plea of Trespass.

For that whereas the said defendant heretofore & wit on the fourteenth day of January in the year of our Lord one thousand eight hundred and fifty four with force and arms at the County and State aforesaid seized and took divers goods and chattels to wit one Screen one looking glass six chairs one extension table one Settee one stove & pipe one set Castors & dish one table Cover two window shades one table 31 yards Carpet one Spittoon one Carpet or Carpet table one bedstead one mattress one looking glass one stove and pipe one wash stand one spittoon one rocking chair two chairs one bedstead one Mattress one Sofa bedstead one table one bureau and glass one wash stand stove & pipe one table one rocking Chair three chairs three do one Carpet one Clock one Cotton Mattress bed two double woolen blankets two shades one looking glass one table one do five chairs one lounge one table Cover one Carpet

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one lot potatoes one Chair one mattress & bedding one
bedstead Window shades two buckets of sugar and
Coffee one do box two tubs one cook stove pipe and
furniture twenty two pieces tin ware one lot Mustard
one Lamp two tables one lot stone Jars one bedstead and
mattress four flat Irons three Chairs one lot Chairs
& cushions one awning & Iron frame one sign one Lot
window shades one table four stools five bar pictures
one do one do one do two stalls one Counter three
chafing dishes lot plumbing one Cupboard & back
box lot of bells one lot Curtains cushions & stalls one
Castor two statues two set of draws one desk one stove pipe
& drum two bells five boxes Clark one lot gas fixtures one
lot pepper one lot beans Herring and fog one cracker
bowl one Keeler one keb Port wine thirteen demijohns
twenty eight tumblers twelve decanters one bar clock six
punch mugs six goblets Eleven Rock Glasses thirteen
wine Glasses two vases one tobacco jar two Pitchers one
waiter six Cow mugs four butter bottles one segar lighter
two signs two Spittoons fourteen Knives Sixteen table spoons
nineteen forks ten tea spoons two boxes Sardines two boxes
Lobsters twenty six dinner plates nineteen breakfast plates
twenty two sauce plates twenty three six inch plates one dozen
platters seven dishes four do two dishes three large
bowls two ladles one 12 inch platter one 14 do twenty one
saucers fourteen cups two sugar bowls three pitchers one
lot of Oil cloth one Castor two oil cloths one funnel
and measure six gallon stone jugs one large funnel

four chairs one rinsing tub drawers and pair six
chairs one lot oil cloth one colleander one oyster knife
one bbl cider one boiler one carpet one spittoon three cot=
=tage chairs one feather bed one do one carpet one cot bed
six by seven pieces crockery glass and tin ware one spittoon
one furnace one oil cloth twenty three pieces kitchen furni
=ture three stove Pans one screen chord sign. baskets
do four empty bbls one beer do four empty bbls one lot
segars one lot do one lot do one lot do one lot do one
lot do one lot do one lot do. four baskets Cham=
=pagne two do one do fifteen bottles Champagne wine
nine bottles Claret wine two doz Pints porter seven bottles
quarts do two 1/2 gall Scotch whiskey two wash bowls
and ewers two small pitchers five wine glasses three tea
waiters six kegs butter one coal stove two stone crocks ten
kettles one cleaver one hammer one hatchet keeler bases
one half pipe brandy two qur casks brandy one qur cask
brandy one qur cask port wine one bbl Scotch whiskey one
qur cask Madeira wine one qur cask Port wine one qur
cask Sherry wine 1/2 Gall Port wine 1/2 Gall Madeira wine
1/2 Gall Brandy one Gall do 1/2 Gall Madeira wine
one Gall Ginger Brandy two Gall Lisbon wine four Gall
Port wine Cask twenty two dollars and other goods
and Chattels of the said plaintiff then and there being
found and being of great value to wit of the value of
three thousand dollars and carried away the same
and converted and disposed thereof to his own use and
other wrongs to the said plaintiff then and there did

5-

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against the peace of the People of said State and to the damage of the said plaintiff of four thousand dollars

2 And for that whereas also the said defendant on the Year and day aforesaid at the County of

6 Cook and State of Illinois with force and arms seized and took divers goods and chattels to wit Bar fixtures and furniture Segars Liquors provisions Carpets beds & bedding Chairs tables Stoves Sofas Crockery ware wood coal and other goods and chattels of the said plaintiff then and there being found and being of great value to wit of the value of three thousand dollars and carried away the same and converted and disposed thereof to his own use and other wrongs to the said plaintiff then and there did against the peace of the People of said State and to the damage of the said plaintiff of four ~~thousand~~ thousand dollars

3d And for that whereas also the said defendant on the year and day aforesaid at the County and State aforesaid with force and arms broke and entered a certain Store or Saloon of the said plaintiff situate and being in the said County and State aforesaid and there and there found and held open and damaged divers goods to wit the Bar furniture fixtures doors floors and windows of said Plaintiff and otherwise damaged and spoiled the said goods of the said plaintiff of great value to wit of the value of ten thousand dollars

4 And also the said defendant on the day and year last aforesaid with force and arms at the County

and State aforesaid seized and took divers other goods and Chattels of the said plaintiff of the like number quantity quality description and value as the said goods and Chattels in the first Count of this declaration mentioned then and there found and being and converted and disposed thereof to his own use to the damage of the said plaintiff of four thousand dollars

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5 And also for that the said defendant on the day and year aforesaid at the County and State aforesaid with force and arms broke and entered another Store or Saloon of the said plaintiff situate in said County and then and there ejected expelled put out and removed the said plaintiff from the possession use occupation and enjoyment of the said last mentioned Store or Saloon and kept and continued him so ejected and expelled for a long space of time to wit from thence hitherto wholly the said plaintiff for and during all that time lost and was deprived of the use and benefit of his said last mentioned Store or Saloon to wit at the County aforesaid to the damage of the said plaintiff of four thousand dollars wherefore he brings suit &c

Pearson & Ashton & Frink
Pltffs Attys

Filed 23d Jany 1854
W. Kimball Clk

[12808-4] The said Pleas are in the words and figures following to wit:

Cook County Court of Common Pleas

Cyrus P. Bradley

ads

Michael Geiselman

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And the said defendant by Collins & Williams his attorneys comes and defends the force & injury when &c and says that he is not guilty of the said several supposed trespasses above laid to his charge in manner & form as the said plaintiff hath above thereof complained against him &c and of this he puts himself upon the Country &c

Collins & Williams

Defts attys

And the said plaintiff doth the like by

A. M. Herrington his atty

And for a further plea in this behalf the said defendant says that the said ~~defendant~~ plaintiff ought not to have or maintain his aforesaid action thereof against him because he saith that before the said time when &c to wit at the September Term of the Cook County Court of Common Pleas holden in the City of Chicago in the County of Cook in the Year of our Lord One thousand eight hundred and fifty three judgments were rendered in & by said Court as follows: One in favor of Charles L. Harmon and Isaac H. Harmon against William D King for the sum of six hundred and seven dollars and sixty cents & costs of suit on the fifth day of October A.D. 1853 One in favor of John C. Williams Oscar D Avery &

Harvey M Thompson against William J King for the sum of four hundred & six dollars and thirty four cents and costs of suit on the sixth day of October AD. 1853 and another in favor of Joel C Walter and Horace Norton against William J King for the sum of two hundred & seventy six dollars & fifty cents & costs of suit on the thirteenth day of October AD 1853 upon each of which said judgments an Execution was issued out of said Cook County Court of Common Pleas dated on the 24th day of October AD 1853 directed to the Sheriff of Cook County to execute each of which said Executions was delivered to the Sheriff of said County of Cook on the twenty ninth day of October AD 1853 in & by each of which said Executions the said Sheriff was commanded in substance & effect that of the Lands and tenements goods & chattels of William J King defendant in his County he cause to be made the said several sums mentioned in said Executions to wit: upon the Execution issued in favor of Charles L Harmon and Isaac N Harmon upon their judgment aforesaid the sum of six hundred & seven dollars & sixty cents and six dollars & seventy cents costs of suit - upon the Execution issued in favor of John C. Williams Oscar F Avery & Harvey M Thompson upon their judgment aforesaid the sum of four hundred & six dollars & thirty four cents and six dollars & seventy cents costs of suit - upon the Execution issued in favor of Joel Walter and Horace Norton the sum of two hundred & seventy six dollars & fifty cents and six dollars & seventy

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[12 Feb 5]

cents costs of suit which said several sums the said plaintiffs in the said several suits had lately in the Cook County Court of Common Pleas of said County of Cook at a term began held at Chicago in said County on the 2d Monday of September (then) last recovered against the said defendants in said several executions for their damages Costs & Charges in said several suits whereof the said defendant had been convicted & that the said Sheriff should have the said several sums mentioned in the said several executions ready to render unto the said plaintiffs in said several executions for their costs and damages & should make return of said writs with an endorsement on said several executions in what manner he should have executed the same in ninety days from the date of said several executions as by the said judgments & executions remaining of record in said Court reference being thereunto had will more fully & at large appear.

And the said defendant so being such Sheriff of Cook County as aforesaid by Michael Regan his deputy of said Sheriff under & by virtue of said several executions aforesaid writ on the thirteenth day of January A.D. 1852 seized took & carried away the said goods & chattels & entered said Plaintiffs house as in said declaration mentioned according to the command & exigency of said writs of execution as he lawfully might for the cause aforesaid which are the same supposed trespasses whereof the said plaintiff hath in his said declaration complained against the said defendant

And the defendant avers that the property of the said goods & Chattels was at the time when the said writs of execution were delivered to the Sheriff of Cook County aforesaid and for a long time thereafter to wit at the time in said declaration mentioned & when said William L King the defendant in said several executions named & had an interest as partner in the property in the same writs and is subject to the executions above mentioned & the property is not in the said plaintiff as in the said declaration is above supposed to wit at Chicago aforesaid & this the said defendant is ready to verify wherefore he prays judgment &c

Collins & Williams
Defts attys

And for a further plea in this behalf the said defendant says that the said plaintiff ought not to have or maintain his aforesaid action thereof against him because he saith that before the said time when &c to wit at the September Term of the Cook County Court of Common Pleas holden in the city of Chicago in the County of Cook in the year of our Lord One thousand Eight hundred and fifty three Judgments were rendered in and by said Court as follows one in favor of Charles L. Harmon and Isaac A. Harmon against William L. King for the sum of six hundred and seven dollars and sixty cents and costs of suit on the fifth day of October A.D. 1853 one in favor of John C. Williams Oscar F. Avery

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and Harvey W Thompson against William L. King for the sum of four hundred & six dollars & 34 and thirty four cents and costs of suit on the sixth day of October a.d. 1853 and another in favor of Lorel & Walter and Horace Norton against William L. King for the sum of Two Hundred and seventy six dollars and fifty cents and costs of suit on the thirteenth day of October a.d. 1853 upon each of which said judgments an Execution was issued out of said Cook County Court of Common Pleas dated on the 21st day of October a.d. 1853 directed to the Sheriff of Cook County to execute each of which said Executions was delivered to the Sheriff of said County of Cook on the twenty ninth day of October a.d. 1853 in and by each of which said Executions the said Sheriff was commanded in substance and effect that of the lands and tenements goods and Chattels of William L. King defendant in his County he cause to be paid the said several sums of money in said Executions to wit: Upon the Execution issued in favor of Charles L. Harmon and Isaac L. Harmon upon their judgment aforesaid the sum of six hundred and seven dollars and sixty cents and six dollars and seventy cents costs of suit: Upon the Execution issued in favor of John L. Williams Oscar F. Avery & Harvey W. Thompson upon their judgment aforesaid the sum of four hundred and six dollars and thirty four cents and six dollars and seventy cents costs of suit upon the Execution issued in favor of Lorel & Walter &

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Horace Horton the sum of two hundred and seventy six dollars & fifty cents and six dollars and seventy cents costs of suit which said several sums the said plaintiffs in the said several suits had lately in the Cook County Court of Common Pleas of said County of Cook at a term begun and held at Chicago in said County on the second Monday of September then last recovered against the said defendant in said several executions for their damages costs and charges in said several writs whereof the said defendant had been convicted and that the said Sheriff should have the said several sums by mentioned in the said several executions ready to render unto the said plaintiffs in said several executions for their costs and damages and should make return of said writ with an endorsement on said several executions in what manner he should have executed the same in ninety days from the date of said several executions as by the said judgments & executions remaining of record in said Court reference being thereunto had will more fully and at large appear

And the said defendant so being such Sheriff of Cook County as aforesaid by Michael Regan the Deputy of said Sheriff under & by virtue of said several executions aforesaid to wit on the thirteenth day of January A.D. 1862 seized took and carried away the said goods & chattels and entered said plaintiffs house as in said declaration mentioned according to the command and exigency of said writs of execution as he lawfully

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ought for the cause aforesaid which are the same supposed trespasses whereof the said plaintiff hath in his said declaration complained against the said defendant. And the said defendant avers that the property of the said goods & chattels was at the time when the said writs of execution were delivered to the Sheriff of Cook County aforesaid the property of the said William J. King and Henry A Layton partners doing business under the name ~~and style~~ of H A Layton & Company and the interest of the said William J. King in the property in said declaration mentioned at the time when the said writs were delivered as aforesaid became & was by said delivery made subject to the lien of each & all of the said writs of execution and the said property in said declaration mentioned was at the time in said declaration mentioned subject to the lien of each & every one of the said executions & subject to sale under the same and the said property is not in the said plaintiff as in the said declaration is above supposed to wit at Chicago aforesaid & this the said defendant is ready to verify wherefore he prays judgment &c

Collins & Williams
Defts attys

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It is stipulated that the foregoing special pleas shall be regarded as a notice & that under the same the defendant may give in evidence the

judgments & executions & levies any other legal evidence
& the plff. may give in evidence any legal evidence
which may be necessary for this case without reference
to the pleadings in the case

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Ashton & Pierson & Innis
for Plff
Collins & Williams
Defts attys

Filed 27 Feby 1854
W. Kimball Clk

The said Transcript is in the words and figures
following, to wit:

State of Illinois }
County of Cook } ss

Pleas before the Honorable John
M Wilson Judge of the Cook County Court of Common
Pleas within and for the County and State aforesaid
at a Vacation Term of said Court begun and holden
at the Court House in the City of Chicago in said
County and State on the first Monday being the third
day of July in the Year of our Lord One thousand
eight hundred and fifty four and of the Indepen-
dence of the United States the Seventy eighth

Present the Honorable John M Wilson Judge
Cyrus C. Bradley Sheriff
Attest Walter Kimball Clerk

(12808-B)

16

Be it Remembered that on the third day of March A.D. 1842 the said day being one of the days of the February Term of the Cook County Court of Common Pleas in the Year aforesaid the following among other proceedings were had in said Court and entered of record to wit:

Michael Geiselman
vs
Cyrus P. Bradley
} Trespass

And now at this day comes the said plaintiff by Pierson & Ashton & W. Brink his attorneys and the said defendant by Collins & Williams his attorneys also comes and issue being joined herein it is ordered that a jury come and thereupon come the following jury of good and lawful men to wit: Cornelius Voice & R. Allen David Hitchcock Dennis Bartley N. N. Kimball Jno Wilson Enoch Wood Edward Murphy John Jenkins Charles Douglass James Duffy and A. J. Wilder who being duly elected tried and sworn well and truly to try the issue joined as aforesaid after hearing the evidence adduced argument of counsel and instructions of the Court retire under charge of an officer of the Court to consider of their verdict. And the hour of adjournment having thereupon arrived by agreement of said parties it is ordered that when the jury shall have agreed upon a verdict they may reduce the same to

wording sign and seal the same and afterwards be permitted to separate and meet the Court at the opening thereof to morrow morning.

17 And afterwards on the fourth day of March in the Year aforesaid being as yet of the said February term of said Court the following proceedings were had and entered of record in said Court to wit:

Michael Geiselman
vs
Cyrus P Bradley } Trespass

And now again come the said parties by their said attornies and the Jury empannelled in this cause on yesterday also come into Court and say we the Jury cannot agree upon a verdict and thereupon by consent of said parties it is ordered that the Jury be discharged from rendering a verdict herein and that this cause be continued

And afterwards to wit on the fourteenth day of July in the Year aforesaid said day being one of the days of the July Vacation term in the Year aforesaid of said Court the following proceedings were had in said Court and entered of Record to wit

Michael Geiselman
vs
Cyrus P Bradley } Trespass

12808.9

And now upon this day

Comes the said plaintiff by Ashton & Frank his attorneys and files his Petition herein verified by affidavit praying for a change of venue in this cause so for the reason he believes he will not receive a fair and impartial trial in this cause in the County of Cook on account that the said defendant has an undue influence over the minds of the inhabitants of the County aforesaid and wherein this suit is now pending and it appearing to the Court that the defendant in this cause has had due notice of the making of said application for a change of venue herein.

It is ordered that the venue in this cause be Changed to the Kane County Circuit Court in the thirteenth Judicial Circuit of this State and that the Clerk of this Court certify to the Kane County Circuit Court a transcript hereof and that he transfer the papers on file in this Cause to said Circuit Court.

State of Illinois } ss
Cook County } I Walter Kimball Clerk of the Cook County Court of Common Pleas within & for the County & State aforesaid do hereby certify that the foregoing contains true copies of all the proceedings had and entered of record in said Court in the case of Michael Geiselman plaintiff and Cyrus P Bradley defendant and that the papers herewith transmitted marked A B & C

D E F G H I J K L M N O
& P. inclusive are the original and all the papers filed in said cause

Certified under seal of said Court at Chicago in said County this 7th day of August AD 1854

19 Filed

Walter Kimball
Clerk

And afterwards to wit on the 16th day of May AD 1855 the same being one of the days of the May Term for AD 1855 of said Kane County Circuit Court the following among other proceedings was had and entered of record in said Court to wit

Michael Geisleman
v
Cyrus P. Bradley } Trespass

This day comes the plaintiff to this suit by Frink & Herrington his attorneys and the defendant by Plato & Williams his attorneys also come and on motion of the plaintiff it is ordered that a Jury come whereupon come a Jury of lawful men to wit O. Kingsbury Oscar Dewey Adam Phy Elisha Weed B. F. Towner John Cadwallader Charles Cone Martin Van Alstine Elias Crary George P Harvey Wm R Powers Keys Blanchard who being severally selected tried and sworn also come and after hearing the evidence and a portion

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of the argument of counsel it is agreed by the parties that the jury may separate and meet the Court to morrow morning

And afterwards to wit on the 17th day of May AD 1855 the same being one of the days of the said May Term of said Court the following among other proceedings were had and entered of record in said Court to wit;

20

Richard Griselmeard
v
Cyrus P. Bradley } Trespass

This day again comes the parties to this suit by their attorneys and the jury heretofore impannelled herein also come and after hearing the balance of the argument of Counsel and instructions of the Court retire under charge of a sworn officer of the Court to consider of their verdict and subsequently return into Court and for a verdict upon their oaths do say we the jury find the defendant Guilty and assess the plaintiffs damages at the sum of Nineteen Hundred and Twelve Dollars and twenty five cents.

And thereupon the defendant by his said attorney enters his motion for a new trial herein.

And afterwards to wit on the 2d day of June AD 1855 the same being one of the days of the

said May Term of said Court the following among other proceedings was had and entered of record in said Court to wit:

21 Michael Geiselman
v
Cyrus P. Bradley } Trespass

This day comes on to be heard the defendants motion heretofore entered herein for a new trial. After argument of counsel the Court being fully advised overrules said motion to which ruling of the Court the deft by his attorney excepts

It is therefore considered by the Court that the plaintiff have and recover from the defendant Cyrus P. Bradley the aforesaid sum of Nineteen Hundred & twelve dollars and twenty five cents & his costs in this behalf expended and have execution therefor

And thereupon defendant prays an appeal to the Supreme Court which is granted on condition that defendant enter into bond in penal sum of Four thousand dollars conditioned according to Law in such case made and provided within thirty days security to be approved by the Clerk of this Court & bill of Exceptions to be settled in thirty days from this date

And afterwards to wit on the 13th day of November AD 1857 the same being one of the days of the November Term of said Court the year last aforesaid the following among other proceedings was had and

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entered of record in said Court to wit:

Michael Griselman
v
Cyrus P. Bradley
} Trespass

This suit continued by

22

agreement.

And afterwards to wit on the 19th day of January AD 1858 the same being one of the days of the January Term of said Court for said year the following among other proceedings was had and entered of record in said Court to wit:

Michael Griselman
v
Cyrus P. Bradley
} Trespass

This suit continued at defendants costs of Term on his motion. It is therefore considered by the Court that the plaintiff have judgment and execution against the said defendant for his costs of this term herein expended

And afterwards to wit on the 10th day of May AD 1858 the same being one of the days of the May Term of said Court for said year the following among other proceedings in said Court were had and entered of record to wit:

Michael Griselman
v
Cyrus R Bradley
} Trespass

This day comes the Plaintiff by Herrington his attorney and the defendant by Williams his attorney also comes and by agreement it is ordered by the Court that this cause be continued

23

And afterwards to wit on the 11th day of November AD 1858 the same being one of the days of the November Term of said Court for said Year the following among other proceedings in said Court was had and entered of record to wit

Michael Griselman
v
Cyrus R Bradley
} Trespass

4102

This day comes the plaintiff by Herrington his attorney and the defendant by Platt his attorney also comes and by their agreement it is ordered by the Court that this suit be continued

And afterwards to wit on the 21st day of February AD 1859 the same being one of the days of the February Term of said Court for said year the following among other proceedings was had and entered of record to wit

Michael Griselman
v
Cyrus R Bradley
} Trespass

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(12505-1)

This day comes the plaintiff by Herrington his attorney and on his motion leave is given him to reply double to the defendants pleas.

24 And afterwards to on the day and year last aforesaid there was filed in the Office of the Clerk of said Court a Replication which is in the words and figures following to wit

Kane County Circuit Court

Cyrus P. Bradley } February Term AD 1859
ats
Michael Geislemann } And Michael Geiselman

as to so much of the said Second and third pleas above pleaded as to the said several trespasses in the introductory part of those pleas mentioned & therein attempted to be justified saith that the said plaintiff by reason of any thing by the said defendant in said pleas alleged ought not to be barred from having and maintaining his aforesaid action thereof against the defendant because he saith that the said defendant Cyrus P. Bradley at the time when so in said pleas mentioned was not then Sheriff of Cook County and State of Illinois duly elected qualified & sworn as by Law he should have been in order to be said Sheriff as aforesaid as in said pleas mentioned nor was as is by said pleas alleged Michael Regan then at said time when so mentioned in said pleas the deputy Sheriff

of said Cook County and State of Illinois duly appointed qualified and sworn according to law because he saith that the said defendant at the said time when &c of his own wrong and without the causes by him in his said second and third pleas alledged committed the said several trespasses in the introductory part of those pleas mentioned in manner and form as the said plaintiff hath above in his said declaration thereof complained against the said defendant. And this the said plaintiff prays may be enquired of by the Country &c

25

A. M. Herrington
Plffs atty

And the said defendant doth the like

E. S. Williams
for deft

And the said Michael Geisleman as to the residue of said pleas or so much of them as relates to the said William J. King being the owner of or having an interest in the said property in said declaration mentioned at the said time when &c saith precludi non because he saith that the said property at the time when &c in said declaration mentioned was not the property of the said William J. King nor did he have any interest in the same whatever liable to execution &c said but said property was the property of Michael Geisleman the said plaintiff as is in said declaration

alleged because he saith that the said defend-
=ant at the said time when &c of his own wrong and
without the cause by him in his first and second
pleas alleged committed the said several trespasses
in the said pleas attempted to be justified in manner
and form as the said plaintiff hath above in the said
declaration complained against him the said defend-
=ant. And this the said plaintiff prays may
be enquired of by the Country &c

Herrington
Plffs atty

And the said defendant doth the like

E. S. Williams
Defts atty

The Plaintiff admits that Bradley was
Sheriff in the manner specified in the defendants
pleas

A. M. Herrington
Plffs

Filed Feby 21st 1859
P. Wright Clerk

And afterwards to wit on the 22d day of February
AD 1859 the same being one of the days of the
February Term of said Court for said year the follow-
=ing among other proceedings in said Court was had
and entered of record to wit

alleged because he saith that the said defend-
=ant at the said time when &c of his own wrong and
without the cause by him in his first and second
pleas alleged committed the said several trespasses
in the said pleas attempted to be justified in manner
and form as the said plaintiff hath above in the said
declaration complained against him the said defend-
=ant. And this the said plaintiff prays may
be enquired of by the Country &c

Herrington
Plffs atty

And the said defendant doth the like

E. S. Williams
Defts atty

The Plaintiff admits that Bradley was
Sheriff in the manner specified in the defendants
pleas

A. M. Herrington
Plffs

Filed Feby 21st 1859
P. Wright Clerk

And afterwards to wit on the 22d day of February
AD 1859 the same being one of the days of the
February Term of said Court for said year the follow-
=ing among other proceedings in said Court was had
and entered of record to wit

4102 Michael Griselman
v
Cyrus P Bradley } Trespass

This day comes the defendant by Williams his attorney and moves the Court to exclude the fourth question and answer in the deposition of Leander Reed and the fourth & eighth interrogatories & answers in the deposition of Samuel Ashton on file herein which motion is resisted by the plaintiff by Herrington his attorney. After argument of counsel the Court being fully advised sustains said motion and orders the said interrogatories & answers to be suppressed. Thereupon comes the plaintiff by Herrington his attorney and on his motion it is ordered by the Court that a Jury come whereupon come a Jury of good and lawful men to wit: Chauncey Mattoon Thomas R Welch Robert Barclay Freeman Wagner. A S Kenyon J W Bishop John Allen Levi Brown Samuel Fritts Thomas Wilson Charles Norris Orson V Brown who are severally tried elected and sworn as Jurors herein and after hearing the evidence on the part of the Plaintiff and defendant the arguments of counsel and instructions of the Court the Jury retire under the charge of a sworn officer of this Court to consider of their verdict. and by agreement of the parties it is ordered by the Court that when the Jury agree upon their verdict they be permitted to seal

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[12 [illegible]]

the same and separate to meet the Court at the coming in of the same to morrow morning.

And afterwards to wit on the 23d day of February
28 in the year aforesaid the same being still one of the days of the said February Term of said Court the following among other proceedings was had and entered of record in said Court to wit:

Michael Geisleman
4102 v } Trespass
Cyrus P. Bradley

This day come again the parties to this suit by their respective attornies and the Jury heretofore impannelled herein also come and for a verdict upon their oaths do say. We the Jury find the defendant guilty and assess the plaintiff's damages at the sum of Two Thousand Four Hundred and Ninety five dollars which is ordered by the Court to be entered of record. Thereupon comes the defendant by Williams his attorney and moves for a new trial herein.

And afterwards to wit on the 11th day of March AD 1859 the same being still one of the days of the aforesaid February Term of said Court the following among other proceedings in said Court was had and entered of record to wit:

4102 Michael Geisleman
v
Cyrus P. Bradley } Trespass

This day come again the parties to this suit by their respective attorneys and the defendants motion for a new trial heretofore entered herein coming on to be heard the plaintiff by Herrington his attorney remits the sum of Two hundred and four 57/100 dollars from the amount of the Plaintiffs damages found by the verdict of the Jury herein. And after argument of counsel the Court being now fully advised overrules said motion for a new trial and orders Judgment upon the verdict of the Jury for the sum of Two Thousand four hundred and ninety five dollars less the sum of two hundred and four 57/100 dollars remitted by the Plaintiff as aforesaid. It is therefore considered by the Court that the plaintiff have and recover of the defendant the sum of Two Thousand Two Hundred and Ninety Dollars and forty three cents damages together with his costs in this suit expended and that he have execution therefor

29.

Thereupon comes the defendant by Williams and Plato his attorneys and prays an Appeal herein to the Supreme Court of this State which is allowed by the Court upon condition that the defendant file his Appeal Bond with the Clerk of this Court in the penal sum of Four Thousand Dollars conditioned

[12858-15]

as required by law. with L. C. Walters John C Williams and C L Harman or any two of them as sureties within ten days

30

And afterwards to wit on the same day last aforesaid there was filed with the Clerk of said Court a Bill of Exceptions which is in the words and figures following to wit:

Kane Circuit Court State of Illinois

Cyrus P Bradley
als
Michael Geisleman

Be it Remembered that on the 22d day of February in the Year of our Lord one thousand eight hundred & fifty nine in the Circuit Court of Kane County at a term thereof then being held at the Court House in Geneva in said County the above cause came on for trial before the Honorable Isaac G Wilson Judge of said Court & a jury duly empannelled to try the issue herein and upon said trial the ~~said~~ plaintiff in order to sustain the issue upon his part introduced in evidence the deposition of Samuel Ashton which is as follows:

State of Illinois
Cook County } ss
City of Chicago

The Depositions of Samuel Ashton a witness of lawful age produced Sworn and examined by and before me Philip Augustus Hoyne a Notary Public in and for the City of Chicago in the County of Cook and State of Illinois on Friday the Seventeenth day of December in the year of our Lord One thousand Eight hundred and fifty eight by agreement of parties. Said depositions to be read in evidence in a certain cause now pending and undetermined in the Kane County Circuit Court wherein Michael Geiselman is Plaintiff and Cyrus P. Bradley Defendant on the part of the said Plaintiff

31

The said Samuel Ashton being by me first duly sworn according to law in answer to the interrogatories propounded to him testified and deposed as follows to wit:

1 First Interrogatory
What is your name age occupation and where do you reside?
Answer:
My name is Samuel Ashton. I am thirty

L12808-10

four years old I am a Lawyer and reside in Chicago

2 Second Interrogatory

Did you know the parties to this Suit or either of them in the fall of 1853 if yea how long had you known them?

32

Answer

I do know the parties to this. known the defendant Several years became acquainted with the Plaintiff in December 1853

3 Third Interrogatory

Do you know of Geiselman the Plaintiffs purchasing any property of any person in December 1853 if yea what property, from whom and tell all you know on the subject.

Answer:

I do know of the purchase of property by the Plaintiff on the 30th day of December 1853 through the agency of William White, Henry A. Layton & Elisha W. King doing business under the firm name of H. A. Layton & Co. Sold to the Plaintiff the Saloon No 9 Clark Street together with the fixtures Stock on hand Leasehold interest and furniture together with everything else therein contained for the sum of Two Thousand Dollars and Six Dollars and thirty two cents for which a bill of sale and possession was given to the Plaintiff which bill of sale and possession is hereto annexed & this

deposition and made part of my answer and marked exhibit "A."

4 Fourth Interrogatory

Were you at the time acquainted with said William White if you how long had you known him and what was his business and habits?

(objected to)

33

Answer

I knew William White had known him for one or two years previous to that time: not personally by name and by sight by seeing every day more or less around the Recorders and Clerks Offices His business was whatever he could get to do. I dont know what his habits were except that he was drunk almost every time I saw him

5 Fifth Interrogatory

Have you any papers in your possession pertaining to the purchase and sale you have spoken of if you produce them to the Commissioner and have them attached to this deposition.

Answer

I have such papers to wit a Bill of Sale executed by H. A. Layton and Elisha W. King by his Attorney in fact William J. King: a power of Attorney from Elisha W. King to William J. King dated 13th October 1853. Assignment of Lease of the premises No 9 Clark Street of William White and William J. King to Henry A. Layton

Exhibit "A"
"B"
"C"

S12808-17

dated September 5th 1853.

"D" A Policy of Insurance of H A. Layton & Co from Mohawk Valley Farmers Insurance Company to H. A. Layton & Co and by H A. Layton & Co

34 "E" assigned to Plaintiff: a Bill of the Chicago Journal with copy of advertisement of the Saloon

"A" No 9. Clark Street for H A. Layton & Co: Also a letter of Adolphus Sherwin to H A. Laton & Co advising

"G" Shipment of Goods: Also article of agreement dated December 30" 1853 between H A. Layton & Co and Michael Geiselman which said papers are annexed to the deposition and respectively marked "A" "B" "b." "D" "E" "F." and "G"

6 Sixth Interrogatory

When and where did you get said papers:

Answer

They were delivered to me by Mr Layton and Mr. White at the time of the sale referred to as the attorney of the Plaintiff and have remained in my possession ever since and at the time they they were delivered to me they were given as evidence of title of the property in H A. Layton & Co

7 Seventh Interrogatory

Were you employed as the Attorney of Geiselman if yea when was it and for what purpose and who was present and what did you do if anything State fully

Answer:

I was employed as the Attorney of the Plaintiff at the time of the sale in question. The Plaintiff was a Stranger here, a rather unsophisticated Pennsylvania Dutchman was directed to me as attorney
35 and came and employed me to examine into the title of the property in question and to see whether there were any liens of Record against H. A. Layton & Co. by judgment or otherwise on the property before the purchase was concluded. On the evening of the 29th of December 1853 the Plaintiff and one William White and H. A. Layton came to my Office for the purpose of having me examine the Records in order to conclude the Sale and purchase heretofore Spoken of. I declined to make the examination until the next day or following morning. Mr White was the active party in negotiating the sale for H. A. Layton & Co. and Stated positively that there were no liens or judgments against said property or against H. A. Layton & Co except a Chattel Mortgage to Milton S. Patrick or Jones & Patrick for about Three Hundred Dollars.
Mr. White was exceedingly anxious to have the arrangement concluded that Evening Said that if it was put off until next day the Sale would not be made. He Stated distinctly that the firm of H. A. Layton & Co was composed of Henry A Layton and Elisha W. King who resided in New York and that William J. King had no interest

(12502-B)

36

The answer objected to but not on the ground that it is not responsive to the question

in the property whatever except as the Agent of Elisha W. King by virtue of the Power of Attorney heretofore referred to and marked exhibit "B"

On the following morning I made an examination of the Records and found there were no Judgments or other liens against H A Layton & Co or Henry A. Layton or Elisha W. King and thereupon the sale was consumated. The Bill of sale referred to executed in my Office in the presence of Layton and the Plaintiff and White. Fifteen Hundred Dollars in cash was paid to Layton Three Hundred Dollars was paid to Jones and Patrick and Two Hundred Dollars was reserved according to the terms of agreement before referred to and marked Exhibit "G" Thereupon the premises and property in question were delivered to and taken into possession by the Plaintiff

8 Eighth Interrogatory

Did you at any time afterwards have any conversation with said William White in relation to the payment of any money to him for his services in procuring said sale to be made if yea when was it and where was it and what ~~what~~ was said.

(obj't to)

Answer:

Sometime after the sale and prior to the commencement of this suit Cannot State exact time White came to me and said he had an order for

the Two Hundred Dollars reserved by the Plaintiff and refered to in the agreement marked Exhibit "I" that it was coming to him from H. A. Layton & Co. and wanted me to request Guildman to pay it to him as there would be no difficulty about the lease if he did not he would have trouble or something to that effect

4 Smith Interrogatory

Do you know where said White is and when did you last see him?

Answer:

I do not know where White is I think the last time I saw him was on the trial of this cause in Kane County. I dont think he has resided in this city since that time

Cross Examination

1 First Cross Interrogatory

In the transactions connected with the sale of which you have spoken did you see or have anything to do with Elisha W. King personally did you ever know such a man in Chicago or elsewhere as Elisha W. King

Answer:

I never saw or knew Elisha W. King he was represented by William J. King under the Power of Attorney before refered to

Sworn

2 Second Cross Interrogatory

Was the Power of Attorney of which you have spoken before you at the time of drawing the several papers which you drew in the case and what papers hereto attached as Exhibits were drawn by you

38

Answer

The Power of Attorney was before me at the time referred to The Bill of Sale marked "A" and the Agreement referred to marked "B" are in my handwriting and were drawn by me The Schedule attached to the Bill of Sale is in the handwriting of White and was made by him

3 Third Cross Interrogatory

Do you not know that William White in the year 1853 was engaged as a Clerk in the Recorders Office of the City of Chicago in copying deeds and other papers

Answer

I dont know I think he was around the Office

4 Fourth Cross Interrogatory

Did not White ask you to go with him on the night of the 29th of December to the Recorders and Clerks Offices to see whether there were any judgments or liens against the property and did you not go and find the Office Shut?

Answer

As I stated in my direct examination White insisted on my examining the Records that evening

which I declined to do but after much solicitation on his part I went with said White to the Records and Clerks Offices to make the examination and found them closed. On the way to the Court House White again stated to me that there were no liens against said property and that it was all right

39

5 Fifth Interrogatory

How did White come to state to you that William J. King had no interest in the property and that Elisha W. King of New York was the Partner. Was it in reply to a question of yours

Answer

It was in reply to a question of mine I asked White what connection William J. King had with the matter he stated none in the world except as the agent of his Brother under the Power of Attorney

Re Direct

1 First Re Direct Interrogatory

In your answer to the last cross interrogatory you speak of a conversation with White. State whether in said conversation White spoke of Elisha W. King State fully what he said as to his knowledge of him and residence and whether he knew him personally.

Answer

In all his conversations he spoke of Elisha W.

King knew him well and that he resided in New York and was in business there

2 Second Re Direct Interrogatory

Were you acquainted with William J. King or Henry A. Layton or either of them before the sale referred to

40

Answer

I never knew either of them until the time the sale was made. They both came to my Office and presented the Bill of sale

S. Ashton.

Subscribed and Sworn to before me this 17th December 1858

P. A Hoyne

Notary Public

State of Illinois } ss
Cook County }

I Philip A Hoyne a Notary Public in and for the City of Chicago in the County of Cook and State of Illinois do hereby certify that previous to the commencement of the examination of the said Samuel Ashton as a witness in the above mentioned case he was by me duly sworn to testify the truth in relation to the matters in controversy between the said Michael Geiselman Plaintiff and Cyrus P. Bradley Defendant as far as he should be interrogated concerning the same. That said Deposition was

taken by me at my Office in Chicago on the Seventeenth day of December A.D. 1858 by the consent of parties hereto that after said Deposition was taken the interrogatories and answers thereto as written down by me were read over to the said witness (Ed) he thereupon signed his name thereto before me at the place and on the day and year aforesaid

41

Notary Seal

In Testimony whereof I have hereunto set my hand and affixed the Seal Notarial at Chicago this 30th day of December A.D. 1858

Philip A. Hoyne
Not Pub

All of which was read to the Jury except the 4th & 8th direct questions & answers which were excluded from the Jury by the Court having been heretofore suppressed. The Plaintiff also introduced in evidence the following papers attached to and referred to in the Deposition of Samuel Ashton.

Know all men by these presents that we Elisha W. King and Henry A. Layton of the City of Chicago County of Cook and State of Illinois in consideration of the sum of Two Thousand Six 33/100 Dollars to us in hand paid by Michael Geiselman of the same place at and before the sealing and delivery

[12408-21]

of these presents the receipt whereof is hereby acknowledged have bargained sold and delivered and by these presents do bargain sell and deliver unto the said Michael Geiselman all of the goods and chattels annexed to and made a part of this bill of sale to have and to hold the said goods and chattels unto the said Michael Geiselman his executors administrators and assignees to his and their own use and benefit forever And we the said Elisha N. King and Henry A. Layton for ourselves and our heirs executors and administrators will warrant and defend the said bargained premises and goods and chattels unto the said Michael Geiselman his executors administrators and assigns forever and against all persons whomsoever

4.2

In Witness whereof we have hereunto set our hands and seals this 30th. day of December A.D. 1853

In presence of
Saml. Ashton

Henry A. Layton (Seal)
Elisha W. King (Seal)
per N. J. King
Attorney in fact

"A" Pa Ab Chicago Dec 28. 1853

Mr. Michael Geiserman
Bot of H. A. Layton & Co.

No 1	1 Screen		6 00	✓	8 00
	1 Looking Glass			✓	5 00
	6 Chairs - (Cane seat)		6.00	✓	5 00
43	1 Table			✓	15 00
	1 Sette			✓	20 00
	1 Stove & Pipe	K		✓	7 00
	1 Set Casters & Salt			✓	5 00
	1 Table cover			✓	1 00
	2 Window Shades			✓	1 00
	1 Table			✓	1 00
	1 Carpet 31 yds			✓	7 75
	1 Spittoon			✓	25
up Stairs	1 Carpet			✓	16 50
	1 Table (Card)	K.		✓	7 00
	1 Bedstead			✓	5 50
	1 Bed			✓	
	1 Mattrass			✓	3 00
	1 Looking Glass			✓	2 50
	1 Stove & pipe }			✓	
	1 Wash Stand x }			✓	12 00
	1 Spittoon &c			✓	1 00
	1 Rocker			✓	1 75
	2 Chairs			✓	1 75
	1 Bedstead	K		✓	5 50
	1 Mattrass	"		✓	1 50
	1 Sofa Bedstead	"		✓	14 00
	1 Table	"		✓	1 00
	2 Waiters & 5 Glasses	"		✓	1 50
	1 Bureau & Glass	"	10.00	✓	
	1 Wash Stand Stove &c	"	x	✓	12 00
	1 Table	"	x	✓	3 00
	1 Rocker	"	x	✓	4 00
	3 Chairs	"	3.00	✓	2 25
[illegible]	3 "	"		✓	2 88
	1 Carpet	"		✓	20 00

1 clock	"	✓	4 00
1 Spittoon	"	✓	00
Cott Mattrass Bed }	" 20.00	✓	
2 Blankets 2 Spreads }		✓	9 00
2 Shades		✓	1 00
44 1 Looking Glass		✓	5 00
amt forward			213 63
Amt forward			213 63
1 Table		✓	1 00
1 "	3 00	✓	2 25
5 Chairs	5.00	✓	4 00
1 Lounge		✓	15 00
Castters & Salt			5 00
1 Table cover		✓	1 00
1 Carpet mix		✓	2 00
Potatoes		✓	1 00
1 ~~one~~ chair		✓	75
Mattrass & Bedding		✓	2 50
1 Bedstead		✓	1 00
windowshades	3.00		1 00
~~1 furnace~~			
Tubs & Sugar	3.00	✓	4 00
Ice Box	8.00	✓	10 00
Wook	x ⊕		12 00
2 Tubs		✓	1 25
Stove & Pipe	40.00		32 50
Tin Ware in Kitchen		✓	12 00
Mustard		✓	1 75
Lamp		✓	1 50
2 Tables		✓	2 50
Stone Jars		✓	1 50
Bedstead Mattrass &c } over Kitchen		✓	5 62
4 Flat Irons		✓	1 50
3 Chairs		✓	1 00
B R Chairs & Cushions		✓	41 25
[12808.28] Awning & frame		✓	28 00
Sign		✓	3 00

45

Shades			✓	5 00
1 Table		2 00	✓	1 00
4 Stools		4 00	✓	2 50
5 Pictures	42		✓	18 00
1 "	$11 "		✓	11 00
1 "	9 "	9 00	✓	
1 "	8½		✓	8 50
Carpenter work for Boxes			✓	25 00
1 Counter			✓	14 00
4 Chafing Dishes			✓	2 50
Plumbing			✓	10 00
Carpenter work			✓	25 00
Herald		out	✓	1 75
Bell Hanging			✓	9 00
Curtains			✓	3 00
				544 75
Amt forward				544 75
Cushions		✗	✓	6 00
Good Will		out x		~~37 50~~
Papering & Painting		46 19		
~~1 Castor~~		35 00		~~50 00~~
1 Castor			✓	5 00
2 Statuets			✓	7 00
Drawers			✓	6 00
1 Desk			✓	4 50
Stove Pipe & Drum		x	✓	22 50
1 Barrel Beer		out		7 75
2 Bells in Stalls		2	✓	2 00
1500 Medurves	$32	43		
500 Legitamos	$24	12 33		
600 Regalias	"	13 33		out
1200 Alertans	$32	38 40		
~~5 Baskets cl~~ or	out	106 70		106 70
5 Boxes Claret	in	3 00		15 —
4 " Champagne	out	15 50		62 —
Gass fixtures		✓ 32 76		32 76
600 Pickets	out	~~2 25~~		~~2 25~~
Butter	out			6 00

SA808-247

46

3 doz ale		out	1 12
Pepper		1.25 ✓	1 50
Coffee		out	1 00
Beans Herring & Guys &c		✓	1 50
Oysters (Shells)		out	3 00
Cracker Bowl		✓	1 25
½ Pop	2/6	out	15
12 Porter	18/-	out	3 82
11 White wine	330	out	3 22
6 Champagne 2ts		14 00 out	7 00
25 Pints "		15 50 out	16 79
22 " Porter		2 25 out	5 38
1 Gal" Jam Rum		out	2 50
1 Keeler		✓	0 35
½ Gal Scotch Whiskey		out 2 25	10 12
½ " Gin	$2	out	1 00
1 " Port wine			1 50
1½ Ginger Brandy	$2		3 00
12 Demyohns 6/-	13	9.75	12 00
3 Madeira wine		1 85	5 33
½ Brandy		3	4 50
28 Tumblers		1½ ✓	2 71
425 Segars		$28 =	11 90
12 Decanters	$13	~~$24~~ ✓	13 00
		$	103 27
Amt forward		$	103 27
1 Clock		✓	7 00
6 mugs Punch		✓	4 50
6 Goblets		✓	1 38
11 Hock Glasses		✓	1 84
15 wine "		✓	2 00
2 Vases		8.00	11 00
Tobacco Jar		✓	1 25
2 Pitchers		✓	2 00
Water		✓	1 00
6 mugs & Bon		75	1 25
4 Bitter Bottles &		✓	1 25
1 Segar lighter		✓	75

47

	Sundries			out		1 00
	2 Lyns				✓	1 00
	6 Gal Ct wine		150	out		9 00
	Pig feet			out		1 00
	2 Spittoons				✓	1 00
	½ Ton Coal			out	x	3 00
14	20 Knives			$5 00		8 34
	16 Spoons			6	out	8 00
19	22 forks			5 00		9 16
	10 Teaspoons			3	out	3 50
2	3 Boxes Sardines					1 50
	2 " Lobsters			3/	75	1 25
	14 lbs white Sugar		11	out		1 54
	96 Dinner Plates		1/		✓	3 25
	18 Breakfast "		10		✓	1 88
	21 Soup "		12/			2 62
	20 6 Plates		8/			1 65
	1 Doz Platters				✓	2 25
	7 Dishes		$2.5		✓	1 16
	3 "		3/			1 87
	2 "		2/6		✓	63
	3 Bowls		5/—		✓	1 87
	2 Ladles		50		✓	1 00
	1 12 in Platter				✓	44
	2 14 "					1 25
21 Saucers 14 Cups	16 cup & Saucers		12/—			2 00
	2 Sugar Bowls				✓	1 25
	3 Pitchers				✓	1 13
	~~½ Pipe Brandy~~					
	All cloth in Bar					55 00
						118 3 93
	Amt forward					1193 03
	Liquors in Store					600 60
22	Gal whiskey			2 25		49 50
32	" Sherry			1 85		69 20
36	" Port Wine			1 50		54 00
2	Beds &c					30 00
1	Bureau & Glass					10 00
						$ 2006 33

(1904-20)

✓ 1 Caster &c		5 00	
✓ 2 oil cloths in Stalls		2 00	
~~5 5 Gall Demyjohn~~			
✓ 1 Funnel & measure	3/-	38	
✓ 6 Galls Jugs	1/-	75	
48 ✓ 1 Funnell	2/-	25	
✓ 4 Shaker	4/-	50	
✓ Rinsing Tub drawer		10 00	
✓ 6 Chumber	4/-	3 00	
✓ oil cloth Stews		3 00	
✓ 1 calender		50	
✓ 1 Oyster Knife		75	
✓ 1 Bx Pepper &c		1 25	
✓ 1 Bb 6/- cider $3-		3 75	
✓ 1 Biler on Stove		3 00	

✓ 1 Carpet Small Room		4 00
✓ 1 Spittoon up Stair		50
✓ 3 Chairs Cottage		4 50
✓ 1 Feather Bed		15 00
✓ 1 Do Do		25 00
✓ 1 Carpet Back Room		8 00
✓ 1 Cot Do Do		2 00
✓ 67 Pieces Crockery up stairs & Glass & Tin ware	15c	10 05
✓ 1 Spittoon		50
✓ 1		1 00
✓ 1 oil cloth in hall		6 00
✓ 23 Rs Kitchen	1/-	2 63
✓ 3 Stew pans	4/-	1 50
✓ 1 Screen oil cloth		1 00
✓ Shovel & Syn Boxes		2 00
✓ 4 Bbs 6/-		3 00
✓ 1 Beer Bells 16/-		2 00
✓ 4 Do 6/-		3 00
✓ 1 Picture (Gibsy)		9 00

12808-29

49

100 Sundries 200

8/10 Mo La Lacruh grade			$25
4/10 Ugues	Scym		18
7/10 alata			" 30
1/10 Sup^d Stans			" 20
~~2/10 Sylitmos~~			
5/10 opera			$30
2 Pts Boxes			" 8
4 Pts Hird Ther			$ 16
2 Qts Do Do			" 15
1 Bskt 2h Do			" 15
~~1/5~~ 15 Bottly Pts		5/-	" 9 38
9 Bottles Claret		2/-	
2 Do Pts Porter		16/-	
7 Botts Do		2/-	
2 1/4 G Scotch Whiskey		$ 2 1/4	
2 Washbowns & Ewers		12/-	3 00
2 Small pitchers		20	40
5 Wine glasses		1/-	63
3 Same		4/-	1 50
6 Kegs 4/- 15 Butter		10c	4 50
Cool Hod Crock Kettle Cleaver Hom Hatchet Kettle & Basins			4 00

(12804-25)

"B." Rad

Know all men by these Presents that whereas I Elisha W. King of the City County and State of New York intend entering into the business of keeping an Eating and Drinking Saloon in the City of Chicago State of Illinois

Now Therefore Know Ye that I have made constituted and appointed and by these presents do make constitute and appoint William J. King of the City of Chicago aforesaid my true and lawful attorney for me and in my name place and stead to do and perform any act appertaining to my business property rights and effects aforesaid either present or prospective of whatever name or nature which I have or may have in the City of Chicago State of Illinois. Giving and granting unto my said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present with full power of substitution and revocation hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue hereof

In Witness Whereof I have hereunto set my hand and seal this Thirteenth day of October One thousand Eight hundred and fifty three

Sealed and delivered in presence of
Joseph A. Dunn

Elisha W. King (Seal)

State of New York }
City & County of New York } ss Be it known that on the
Thirteenth day of October 1853
before me John W. Pirsson a Public Notary in and
51 for the State of New York duly commissioned and
sworn dwelling in the City of New York personally
came Elisha W. King known to me to be the
individual described in and who executed the
within power of Attorney and acknowledged that he
executed the same for the uses and purposes therein
mentioned

Notary Seal

In Testimony whereof I have hereunto
to Subscribed my name & caused my
Official - to be hereunto affixed the
day and year last above written

John W. Pirsson
Notary Public

"C" RAH

Know all men by these Presents that whereas I
William White of Chicago in the State of Illinois
became the purchaser of a certain Lease executed on
the 17th day of September A.D. 1852 by Abraham
Bigelow of Chicago aforesaid to Martin H. W.
Kendig W. Jennings King and Andrew A. O.
Brown comprising the firm of Kendig & Co. of

the same place of that certain frame building standing on Sub Lot Seven (7) in the Subdivision of Lot Four (4) in Block Seventeen (17) in the original Town of Chicago Said building fronting on Clark Street and being numbered "Nine". Said purchase of said lease and of all the right title and interest of the said lessees in the same having been made by me under a Sheriffs sale by authority of an Execution against the said W. Jennings King. Now therefore I the said William White for and in consideration of the sum of Three Hundred and thirty Dollars to me in hand paid the receipt whereof is hereby acknowledged have bargained sold and ~~conveyed~~ transferred and by these presents do bargain sell and transfer the said lease to Henry A. Layton and to his representatives and assigns And I the said W. Jennings King hereby by these presents join in the said conveyance of the said lease.

In Witness whereof we have hereunto set our hands and seals this fifth day of September A.D. 1853

In presence of
Andw Harris

William White (Seal)
W. Jennings King (Seal)

22

"D" Part.

No. 211 $1500.00

Mohawk Valley Farmers' Insurance Co.
of Scotia N.Y.

By this Policy of Insurance

5-8 In consideration of Thirty three 75/100 Dollars Cash premium to them paid by the Insured hereinafter named the receipt whereof is hereby acknowledged do insure H. A. Layton & Elisha H. King comprising the firm of H. A. Layton & Co of Chicago Cook County Illinois against loss or damage by fire to the amount of Fifteen Hundred Dollars on the following property as described in application and Survey No 211 viz: Five Hundred Dollars ($500.00) on their household and bar furniture. One thousand Dollars ($1000.00) on their Stock of wines liquors and cigars contained in the three story wooden building (used as an Eating Saloon) No. 9 Clark St. Chicago Ill.

And the said Company do hereby promise and agree to make good unto the said insured their executors administrators and assigns all such loss or damage not exceeding in amount the sum insured as shall happen by fire to the property as above specified from the twenty fourth day of November one thousand Eight Hundred and fifty three (at twelve o'clock at noon) unto the twenty fourth day of November one thousand eight hundred and fifty four (at twelve

o'clock at noon) the said loss or damage to be estimated according to the true and actual value of the property at the time the same shall happen and to be paid within three months after notice and proof thereof made by the assured in conformity to the conditions annexed to this policy.

54

Provided Always and it is hereby declared that this Company shall not be liable to make good any loss or damage by fire which may happen or take place by means of any invasion insurrection riot or civil commotion or of any military or usurped power or any loss by theft, before, at, or after a fire. And Provided further that in case the assured shall have already any other insurance against loss by fire on the property hereby insured not notified to this Company and mentioned in or endorsed upon this policy then this insurance shall be void and of no effect and the assured hereby covenants and engages that the representations given in the application for this insurance contains a just full and true exposition of all facts and circumstances in regard to the condition situation and value of the property insured so far as the same are known to the assured and are material to the risk or the interest of the assured in the subject insured and that if any material fact or circumstances shall not have been representated as aforesaid and if the said assured or their assigns

[12808-3]

shall hereafter make any other insurance on the same property or suffer the same to be encumbered sufficient to reduce the interest of the insured in the same only equal to or below the amount insured and shall not give immediate notice thereof to this Company and have the same endorsed on this instrument or otherwise acknowledged by them in writing the policy shall cease and be of no further effect. And in case of any insurance upon the property hereby insured whether prior or subsequent to the date of this policy the assured shall not in case of loss or damage be entitled to demand or recover of the Company any greater portion of the loss or damage sustained than the amount hereby insured shall bear to the whole amount insured on the said property and whenever this company shall pay any loss the assured agrees to assign over all his rights to recover satisfaction therefor from any other person or persons town or other corporation or to prosecute therefor at the charge and for the account of the Company if requested. And it is agreed and declared to be the true intent and meaning of the parties hereto that in case the above mentioned building shall at anytime after the making and during the continuance of this insurance be appropriated applied or used to or for the purposes of carrying on or exercising therein any trade business or vocation denominated hazardous extra hazardous

or specially hazardous in the memorandum of risks and rates annexed to this policy or for the purpose of storing keeping or vending thereon any of the articles goods or merchandise in the conditions thereof
56 denominated as aforesaid unless herein otherwise specially provided for or hereafter agreed to by this Company in writing and added to or endorsed upon this policy then and from thenceforth so long as the same shall be so appropriated applied or used these presents shall cease and be of no force or effect And it is moreover declared that this insurance is not intended to apply to or to cover any books of account written securities deeds or other evidences of title to lands nor to bonds bills notes or other evidences of debt nor to money or bullion. And that this policy is made and accepted in reference to the conditions hereto annexed which are to be used and resorted to in order to explain the rights and obligations of the parties hereto in all cases not herein otherwise specially provided for

In Witness Whereof the said Mohawk Valley Farmers' Insurance Company have caused these presents to be executed and sealed with the seal of the Company and signed by their President and attested by their Secretary at Scotia N. Y. but the same shall not be valid until countersigned by S. Keeney Shreve Agent of this Company at Chicago State of Illinois

12845-03

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A. C. VanPatten President

Jasper V Bell Secretary

Ins. Co Seal

Countersigned at Chicago Ill.
this 24th day of November 1853
S. Henry Shreve Agent

57

Mohawk Valley Farmers Insurance Company hereby consent that the interest of H A. Layton & Co. in the within policy be assigned to Michael Geiselman subject nevertheless to all the conditions therein contained
December 30th 1853

S. Henry Shreve Agent

For value received we hereby transfer assign and setover unto Michael Geiselman and assigns all our right title and interest in this policy of insurance and all benefit and advantage to be derived therefrom
Dated at Chicago Ill. this 30th day of December 1853

H A. Layton & Co.

"E" C. C. A.

Excelsior Saloon

The Subscribers would announce to the public that they have opened the above Saloon at 109 Clark St. which they have fitted up with entirely new furniture and after the most approved style. Their Bar will be furnished with the best and choicest kind of liquors and no effort will be

spared upon their part to cater to the public wants so as to receive a share of their patronage. They have also fitted up roms where Gentlemen and Ladies can be accommodated with meals at all hours and at the shortest notice

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Hot Meals and Suppers got up at all hours
Oysters in Shells Sardines Lobsters &c &c
Game - Quails Prairie Hens Pigeons Woodcocks Ducks and all kinds of game in their season. Just give us a call and see for yourselves

H. A. Layton & Co
No 9 Clark St.

Messrs H. A. Layton & Co.
Sep. 21. 1853 To R. L. & C. L. Wilson & Co Dr.

To Advertising Saloon from date to 21 Dec. 1853 & Daily 3 Mo. $5.00
Nov 29 1853.

Recd Payt
Wilson & Co
pr Ranstead

"F" P. A. Hoyne
New York October 18th 1853

Messrs H. A. Layton & Co
Gentlemen

Enclosed you will find

Invoice of goods shipped this day pr N. Y. & Central R.R^d You will perceive I have sent you 500 more of the Indegrided mayores than you ordered & also 200 Flore Cabanas Londres but it was done in order to fill up the case and will therefore I have no doubt meet your approval. Please remit your note at 4 Mos from date of Invoice and oblige

59

Yours Respectfully
Adolphus Sherwin

P.S. I thought it best for your interest to insure the goods that you might have a claim in case of damage

"G" Patt

Articles of agreement made and entered into this 30th day of December A.D. 1853 by and between Elisha W. King and Henry A. Layton of the City of Chicago and Michael Geiselman of the same place Witness that said King and Layton agree that the said Michael Geiselman shall retain in his hands the sum of Two Hundred Dollars a part of the purchase money from said Geiselman to them for the saloon on Clarke Street which the said

King & Layton have this day sold to said Geiselman for the purpose of meeting any increase price of rent upon said premises for the year 1854 from the first of May next the said Geiselman is as soon as practicable to ascertain whether the Landlord of the House in which said Saloon is now kept will increase said rent and in case the rent is not increased over Seven Hundred and fifty Dollars then the said Geiselman is to pay over to the said King & Layton the two hundred Dollars retained in his hands. And it is further agreed by and between the parties that in case said rent should be increased over Seven Hundred and fifty Dollars then the said King & Layton is to pay the excess or increase of said rent

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Given under our hands and seals this 30th day of December A.D. 1853

Kenny A. Layton (Seal)
H. Geiselman (Seal)
Elisha W. King (Seal)
per W. J. King
Attorney in fact

In presence of
Edwd. Ashton

The plaintiff then introduced in evidence the depositions of Milton S Patrick & of Aaron Haven as follows:

61 Depositions of witnesses taken by agreement of parties at the office of and before Henry L Rucker County Judge of the County of Cook and State of Illinois this 14th day of May AD 1855 and to be used as evidence in a suit pending in the Circuit Court of Kane County Illinois wherein Michael Geiselman is plaintiff and Cyrus P. Bradley is defendant taken on the behalf of the said plaintiff

Present the said plaintiff in person and by Samuel Ashton his attorney.

Defendant appears by E. S. Williams his attorney by whom service of Notice is waived and deposition taken by consent

Deposition of Milton S Patrick who being first duly cautioned & sworn says and answers as follows viz:

1st Interrogty by Saml Ashton plffs atty

What is your age and occupation where do you reside and do business and are you acquainted with the parties:

Answer I am thirty nine years old I am a broker reside and do business in Chicago and know the parties

2d Interrog by same Counsel

[12308-38]

Was you acquainted with the Saloon

No 9 Clark St Chicago: If you state who kept said Saloon and what business was carried on there. & And if you had any business transactions with the keepers thereof state what business it was.

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Answer I dont know that I was ever in the Saloon nor do I know who kept it

3d Interrogty by same Counsel

State whether you ever let the plaintiff have any goods that were in your possession belonging to Elisha W. King or to E. A. Layton & Co If so state what those goods were and how much the said plaintiff paid you for the same and who took said goods from your possession and what was the amount of the claim you had upon said goods and state if you know where the said goods went to when they were removed from your possession by the plaintiffs and what was the value of said goods

Answer I let him have goods that I received from them as I supposed. I did not know the men but they gave me a bill of sale and executed a note by those names The goods were some three or four cases of liquors two of them were marked "Brandy" and two "Wines", and some few baskets of Champagne The plaintiff paid me $300.00 I think on my claim on these goods Mr Geizleman the plaintiff took the goods away on payment of this $300.00 which was the amount of my claim on the goods I do not know where they went

taken & nor what became of them I do not know their value I suppose them to exceed in value the amount of my claim

4th Interrog't by same Counsel

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Had you liens upon any goods belonging to H. A Layton & Co or to Elisha F King & If so state what those goods were and the amount of your liens & By whom was said ~~liens~~ amount paid. And if you have any papers in your possession in relation to said goods or liens please produce the same

Answer I held a Mortgage on some fixtures inside of a building said to be theirs. The amount was $300.00 The amount was paid by the Plaintiff The Mortgage I dont know what has become of I have the note which the Mortgage was given to secure It is here produced marked Exhibit No 1 and is annexed to my deposition

5th Interrog't by same counsel

Were you acquainted at the time with William F King & If you state how long you had known him and in what capacity he acted at the time you took possession of said goods & And did you ever have any conversation with H. A. Layton or Wm F King in relation to the firm of H. A. Layton & Co & If so state when and what that conversation was Question objected to by the defts atty.

Answer I had no other acquaintance with him than this business transaction with me. I only know

in what capacity he was acting by what he told me he said he was keeping a liquor Saloon on Clark Street that he was acting as he signed the note for and as attorney of Elisha N. King I dont know that I ever saw Layton. King said the firm
64 was H A Layton & Elisha N King and that he was attorney in fact for Elisha N. King

Cross Examination

1st Cross Interrogatory by E. S. Williams defendants attorney

At the time of the execution of the note spoken of by you was any other person present and acting in ref-erence to said matter except N. S. King ? If any other whom ? Did you in all your negotiations with the firm of H. A. Layton & Co transact ~~business~~ business with any other person than Wm S. King ? If yea with whom ? ~~Did~~ you ever see any such man as Elisha N. King and do you know except from the declaration of Wm S. King that any such man ever existed or did business in Chicago or elsewhere.

Answer No one else that I recollect The only person I transacted business with was the one that signed this note as Wm S. King I know nothing of Elisha N. King except by the representation of the one claiming to be Wm S. King

2d Cross Interrogatory by same counsel

Was the $300. note the only claim which you held against Layton & Co and what securities were given

you and who executed them? Did you ever make any personal examination of the Liquors and do you personally know anything of their value

Answer It was the only claim. The securities were a bill of sale of liquors and a chattle Mortgage on same property in this Saloon Wm J King I think is the man that signed them I never examined the liquors and know nothing of their value.

65

3d Cross Interrogy by same Counsel.

Where were the liquors which you held stored and where were they when Keizelman took them? State the place particularly? Do you know anything and if so what of the deposit with you of a watch and the redemption of the same by Layton? If you when deposited and for what purpose and by whom and when redeemed?

Question objected to by Peffs atty.

Answer They were in the Cellar of the house corner of State & Madison Streets occupied by Jones & myself I couldnt state anything positive about the watch I recollect something of some one connected with that establishment I think leaving a watch but nothing definite.

Direct Exam^n resumed

6th Interrogy by S. Ashton Peffs atty

At the time of the transaction was Wm J King known to you in any other capacity except that as attorney in fact for Elisha W. King? And were said securities

executed by him as attorney in fact for Elisha W. King.s

Question objected to by defts atty

Answer He was not." I am not positive how the bill of sale was signed but I think it was in the same way as the note.

66 Subscribed & sworn to before me this 14th day of May 1855
H. L. Rucker
Co Judge

Milton S. Patrick

Deposition of Aaron Haven who being first duly cautioned & sworn says and answers as follows viz:

1st Interrog'y by Saml Ashton Pltffs atty

What is your name and age and where do you reside.s And are you acquainted with the parties to this suit.s and how long have you been acquainted with the parties or either of them.s And what is your business and how long have you been engaged in such business

Answer My name is Aaron Haven. I am about 45 years old and reside in the City of Chicago. I know the parties I became acquainted with the plaintiff I should think more than a year ago probably about January 1854 Mr Bradley I have known some three years as an Officer. My business is a dealer in wines & liquors and I have been engaged in that business exclusively some 9 or 10 years

2d Interrog'y by same Counsel

Was you acquainted with the building or Saloon known as No 9 Clark Street Chicago? If you state if you ever made any appraisement of the goods in said building or saloon if you have the same in your possession now please produce it? Is it a true and correct appraisement of the goods contained in said building and is the value mentioned in said appraisement a true value of the goods appraised by you in said building and was you assisted by any person in making said appraisement? If so state the names of such persons and also state who was the owner and in possession at the time you made the appraisement?

67

Question objected to by defts atty

Answer I know a building or Saloon on Clark St where those goods were situated I dont know the No We appraised the stock of goods that was shown us there. This is the appraisal or a copy I think marked Exhibit No 2 and annexed to my deposition I should think it is the appraisement of the goods we then made we considered it at the time a true value of the goods. Mr H. B. Youngs L. Reed and Hiram True assisted in the appraisal. Mr Geizelman claimed to be the owner and was in possession exercising acts of ownership.

3a Interrogy by same counsel

Did any portion of said goods consist of wines and liquors? If so state what portion and what was their value

(12808-35)

Answer I recollect of some casks of Brandies and wines and some other Liquors I think. My impression is that less than a quarter of the goods in value were liquors I cannot now state what their value was I should think there was between $400.00 and $500.00 worth of liquors as we appraised them then

6.8.

Cross Examination

1st Cross Interrogy by E. S. Williams defts Atty

When was the appraisement of which you have spoken made? State the time as near as may be Who requested you to make it who showed you the property? Do you know that the Inventory now produced is a true copy of the original made by you and do you know that the value as carried out in the appraisement is the value which you then fixed upon the goods?

Answer I can only state as I did before that it was a year ago last winter or fall. At any rate it was when the Sheriff was in possession. a deputy Sheriff whom I know but cant give the name was there. I think Mr Reed one of the appraisers or Mr Zane had called upon me Mr Geizelman was there The building was closed at the time we went there and we had some trouble in getting in I believe we had to go in at the side door In regard to showing the goods I dont recollect who did It is my impression that the Inventory offered is a true copy I have never compared it I do not know that the value as carried out is the value we assessed

the property at

2d Cross Interrogy by same counsel

What are your means of estimating the value of the property other than such as consisted of wines & liquors Have you been to any considerable extent and to what extent a dealer in the other kinds of property described in said Inventory? Would merchants & dealers unaccustomed to buy and sell furniture crockery hardware and gas fixtures be more or less fitted to judge of such articles than yourself? How did you ascertain the quantity and quality of the liquors

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Answer I have not been a dealer in any of the articles except such as are in my own line for the last 15 years I have no means of estimating excepting my own observations of the value of such goods Dealers in such articles would be much better qualified to judge of their quality and value. We ascertained the quantity by the guages marked on the casks and taking the outs. The quality we examined by tasting and smelling

Subscribed and sworn to before me this 14th day of May 1855
H. L. Rucker
County Judge

Aaron Haven

The plaintiff then introduced in evidence the deposition of Leander Read as follows:

[12808-39]

Deposition of Leander Read who being of lawful age and first duly cautioned & sworn deposes and answers viz:

1st Interrogy Saml Ashton Pfffs Atty

What is your name & age? Where do you reside? Are you acquainted with the parties to this suit and how long have you known them or either of them? What is your business and how long have you been engaged therein

70

Answer My name is Leander Read I am thirty three years old. I reside in Chicago. I am acquainted with the parties. I have known Mr Geizelman for a year and a half the defendant Bradley some three years. I am in the wholesale liquor business have been engaged in the wholesale business four years and in the liquor business more or less for twelve years

2d Interrogy by same counsel

Were you acquainted with H A Layton & Wm I. King. Did you know the firm of H A Layton & Co and if yea State of whom said firm consisted and where they did business and what kind of business was carried on by said firm

Answer I know them both I know of such a firm as H A Layton - The firm consisted as I was told of H. A. Layton and Elisha W. King I never enquired nor was informed who the company were until

after they had left the city. The business was done on Clark Street No 9 I think and they kept a recess or eating house there

3d Interrog by same Counsel

71 Did you at any time sell any goods to the firm of H. A. Layton & Co and if yea who paid for the same?

Answer I sold them goods. I was paid money by Mr Layton and also by Wm J King I think

4th Interrog by same counsel

Are you acquainted with William White If yea state whether you ever had any conversation with him in relation to who composed the firm of H. A. Layton & Co If so state when and what that conversation was.

Question objected to by defts atty

Answer I am acquainted with him. I think I had some conversation with him in relation to it. I think it was a year ago last ~~January~~ December or January a year ago last winter at any rate. I think that after I had got out and levied and attachment on some liquors of H. A. Layton & Co he told me I had got Mr. Kings name wrong but it has been so long since I have almost forgot whether it was White or some other person who told me; it was somebody about the establishment. That the name should be Elisha W. King in place of Wm J. King as I had it

(12406-H)

I am pretty positive that Mr. White is the man that told me. To the best of my recollection he is

5th " Interrog'y by same Counsel

Was you acquainted with building
72 or saloon No. 9 Black Street? If yea State if you ever made any inventory or appraisement of any goods in said building and in what said goods consisted and if you have the appraisement now in your possession produce it?

Answer I know the building. I was one of the appraisers a year ago last winter. The goods consisted of wines liquors and cigars and household goods gennerally. To the best of my knowledge and belief the paper marked Exhibit No 2 produced by the witness Haven is a copy of the appraisement we made I dont know where the original paper is it was taken down in pencil. Mr. B. Young took down the items and made a copy in my store I think

6th " Interrog'y by same Counsel

Is the Inventory referred to by you a true and correct copy of the appraisement of the goods contained in said Store and is the value therein a true and correct value of the goods appraised by you in said building? And were you assisted by any one in making said appraisement? If so State the name or names of

such person or persons and also state who was the owner of said property and who was in possession of the same at the time you made said appraisement?

Answer I think the Inventory is a correct copy and appraisal of the goods. The valuation is correct according to my best judgment at the time we appraised. I was assisted by Aaron Haven and Hiram True. Mr Gezelman was there and the goods were in possession of Deputy Sheriff M. Regan

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7th Interrog'y by same Counsel.

State fully all you know as to who composed the firm of H A. Layton & Co as if you had been particularly thereunto interrogated?

Answer I have no personal knowledge as to who the company was. I was told it was Elisha W. King. I dont know Elisha W. King and never asked who the company was while they were in business I know H A. Layton

Cross Examination

1st Cross Interrog'y by E. S. Williams Defts Atty.

How long have you known Wm J. King and how long Henry A. Layton and how long the firm of H A. Layton & Co. Did you

12808-41

do business with the firm of H. A. Layton & Co: and to what extent: Did you sell them goods and how often: were you at their Saloon and how frequently:

Answer I have known Wm J King perhaps 18 months before he left here I have known Layton perhaps three months before he left I knew the firm as long as it existed 60 or 90 days I should think I did some business with the firm amounting to about $300.00 The business I did with them was selling them goods sometimes daily and sometimes once a week. I was there sometimes ~~every~~ day and generally frequently

74

Dr Cross Interrog'y by same Counsel

Who was the active business man in buying selling and doing the necessary work in and around said Saloon: Did you ever see or hear of any man by the name of Elisha W. King doing business in connexion with the firm of H. A. Layton & Co in Chicago or Elsewhere or did you ever believe or have any suspicion that any such man ever existed in Chicago or Elsewhere prior to the middle of November 1853: If you did State when and how you first heard of such a man:

Question objected to by Plffs Atty

Answer I dont know that there was any

particular mans. Mr. Layton and Wm J. King appeared to be the principal business men there Mr Arthurs appeared to have as much to say as anyone I never heard of Elisha W. King at all until after the company had broke up which was after the middle of November 1853.

75

3d Cross Interrog'y by same Counsel.

Were not the firm of H. A. Layton & Co indebted to you or to your firm at the time they ceased business in Chicago and did you not or did not your partner sue out an attachment upon such indebtedness against the property of H. A. Layton & Wm J. King? If you when did you sue it out and was it not for goods sold to H. A. Layton & Co?

Answer

H. A. Layton & Co were indebted to me when they ceased business. I sued out an attachment against H. A. Layton & W. J. King It was sometime in the month of January 1854 It might have been on the 31st of Dec 1853 It was for goods sold to H. A. Layton & Co

4 Cross Interrog'y by same Counsel

Did you direct the Sheriff to levy the attachment upon any property? If you when was the property at the time you gave such direction and do you know where said property had been brought and by whom?

Answer

I did The property was in the

Rock Island Freight Depot. I think the property was bought of Lawrence Myres & Co of N. York think it was bought by Mr Layton

5th " Cross Interrogy by same Counsel

Did you not have frequent conversations with persons who had been connected with the business of H A Layton & Co soon after 76
carrying out your attachment in endeavoring to ascertain in regard to the affairs of said Company and can you recollect and state with what persons you held such conversations and the particular facts which you learned from such persons with whom you conversed?

Question objected to by Plffs Atty

Answer All the conversations I ever had was in regard to Elisha M. King. I dont recollect of having had conversations with many persons I cannot recollect the persons with whom I conversed and could not state the facts learned from any one

6th " Cross Interrogatory by same Counsel

Did you not converse frequently with A. G. Arthur in regard to who was the second partner in the firm of H A Layton & Co. about the time you sued out your attachment

Question objected to by Plffs Atty

Answer I have no distinct recollection of it

7th " Cross Interrogatory by same Counsel

Can you state particularly and will you swear positively as to the time when place where and person or persons with whom you conversed in regard to Elisha W. King being a partner and detail the conversation or conversations you had with them about the time of your suing out your attachment?

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Question objected to by Riffs atty

Answer I cannot

8th Cross Interrog'y by same Counsel

Do you know that the Inventory which has been shown to you is a true copy of the original one made at the time of the appraisement? If yea why? Did you compare it with the original or do you know of your own personal knowledged that any one else did? Do you know that the valuation put upon the articles is the same valuation put upon them at the time of the appraisement? State only of your own personal knowledged

Answer I know that my signature at the top is mine I dont know that I compared it or that I did not. I do not personally know of its being compared. I could not swear to the valuations being the same but I am satisfied it is

9th Cross Interrog'y by same Counsel

What are your means of estimating the value of the property included in your inventory

other than such as consisted of wines and liquors
Have you been to any considerable and to what
extent a dealer in the other kinds of property
mentioned in the Inventory: would merchants
or dealers in the other articles be more or less fitted
than you to judge of the value of the respective
articles in which they deal:

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Answer Nothing more than general
knowledge of what I have by buying more or less
of the articles I have never dealt in the other
kinds of property Merchants and other dealers
would be better qualified to judge of the other
articles than I should

Direct Exam.n Resumed

8th Interrog by S. Ashton Cliffe Atty
Did you not find out after you
had sued out the attachment against H. A. Lay=
ton and Wm. J. King that you had brought
your suit against the wrong persons; and after=
wards sued out another writ of attachment against
H. A. Layton & Elisha W. King as comprising
the firm of H. A. Layton & Co. and for the same
goods sold H. A. Layton & Co for which the first
attachment was taken out by you and did you
recover a judgment upon the second writ of attach=
ment against H. A. Layton & Elisha W. King

as composing the firm of H. A. Layton & Co and was it for the same goods upon which the first attachment was levied against H. A. Layton & Wm J. King?

79

Question objected to by Defts atty.

Answer I did for the same goods

9th Interrogy by same Counsel

Do you know of the Deputy of the Defendant taking any money belonging to the Plaintiff or of his otherwise claiming and getting possession of any money? If so state what amount and from whom he received it? State if the Defendant was then in possession of the goods mentioned in your appraisement and then contained in the building No 9 Clark Street?

Answer The Deputy took some money from Mr. Giezelman being the receipts of the house from the time of the levy up to the closing up The amount was $22.00 as near as I can recollect. The Depty Sheriff had possession of the goods

Subscribed and sworn
to before me this 14th day
of May 1853

H. L. Rucker
County Judge &c

Leander Read

(12809-47)

State of Illinois } ss
County of Cook } I Henry L. Rucker County Judge in and for said County do hereby certify that the foregoing depositions of Milton S. Patrick Aaron Haven and Leander Read were this day taken by and before me under and by virtue of the agreement or consent of parties as set forth in the caption thereto: that said witnesses were by me sworn in due form of law and that they severally subscribed their respective depositions in my presence

80

Given under my hand this 14th day of May A.D. 1855

H. L. Rucker
County Judge

All of which was read to the Jury except the 4th direct question & answer which were excluded by the Court having been heretofore suppressed

The Plaintiff then introduced in evidence the Judgment Note of H. A. Layton & Co. and the inventory & appraisement bill of L. Read & others as follows

$300. Chicago Nov 1st 1853

Sixty days after date for value received

we jointly and severally promise to pay to Jones & Patrick or order Three Hundred Dollars with interest at 10 per cent until paid. Payable at their Office on Selma Street having deposited with them as collateral security with authority to sell the same on the non performance of this promise and that at auction or private sale either with or without notice at their option and to retain sufficient of the avails of said sale to pay the above sum interest and all cost of said sale

W. A. Layton & Co

Know all men by these Presents that whereas the subscribers are justly indebted to William Jones & Milton S. Patrick in the sum of Three Hundred Dollars for which sum the said subscribers have executed our promissory note of even date herewith bearing interest at the rate of ten per annum payable Sixty days from date to the order of Jones & Patrick.

Now Therefore in consideration of the premises we do hereby make constitute and appoint — or any Attorney of any Court of Record to be our true and lawful Attorney irrevocable for ~~us~~ us and in our names and stead to enter our appearance before any Justice of Peace or any Court of Records in the United States of

America or any of the Territories thereof at any time from and after the date hereof to waive the service of process receive a declaration and confess a Judgment in favor of William Jones & Milton S. Patrick or their assigns or assignees upon the said note for the above sum or for as much as appears to be due according to the tenor and effect of said Note and interest thereon to the day of the entry of said Judgment together with costs and Attorneys fees and also to file a cognovit for the amount that may be so due and to release all errors that may intervene in the entering up said Judgment or issuing the execution thereon hereby ratifying and confirming all that our said Attorney may do by virtue thereof

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Witness our hands and seals this - day of - A.D. 185-

In Presence of
J. G. Smith

Elisha W. King L.S.
by his Attorney in fact L.S.
W. J. King L.S.

We the undersigned certify that the annexed is a true and perfect inventory & and appraisement of the goods and Chattels levied upon by the Sheriff belonging to Michael Geiselman

L. Read
N. B. Youngs
Hiram True

1	Screen	6	00
1	Looking Glass	5	00
6	Chairs Cane Seat	6	00
88 1	Extension Table	15	00
1	Settee	20	00
1	Stove & Pipe	7	00
1	Set Casters & Salts	5	00
1	Table cover	1	00
2	Window Shades	1	00
1	Table	1	00
1	Carpet 31 Yds	7	75
1	Spittoon		25
1	Carpet upStairs	16	50
1	Card Table	7	00
1	Bed Stead	5	50
1	Mattrass	3	00
1	Looking Glass	2	50
1	Stove & Pipe & 1 wash stand	12	00
1	Spittoon	1	00
1	Rocking chair	1	75
2	Chairs 7/-	1	75
1	Bedstead	5	50
1	Mattrass	1	50
1	Sofa Bedstead	14	00
1	Table	1	00
	Amt Forwd	148	00

[12808-4b]

		Amount Brot Forwd	$ 148	00
1	Bureau & Glass		10	00
1	Washstand & Stove Pipe		12	00
1	Table		3	00
1	Rocking Chair		4	00
3	Chairs		3	00
84 3	Do		2	88
1	Carpet		30	00
1	Clock		4	00
1	Cotton Mattress Bed		20	00
2	Double Woolen Blankets	4.50	9	00
2	Shades		1	00
1	Looking Glass		5	00
1	Table		1	00
1	Do		3	00
5	Chairs		5	00
1	Lounge		15	00
1	Table Cover		1	00
1	Carpet in small Room		2	00
1	Lot Potatoes		1	00
1	Chair			75
	Mattress & Bedding		2	50
1	Bedstead		1	00
	Window Shades		3	00
2	Buckets Sugar & Coffee in		3	00
1	Ice Box		8	00
2	Tubs	1/.	1	25
1	Cook Stove Pipe & Furniture		40	00

22	Pieces Tin ware in Kitchen	12	00
1	Lot Mustard	1	75
1	Lamp	1	50
2	Tables	1	50
85 1	Lot Stone Jars	1	50
	Amt Down	$ 347	63
	Amt Brot over	$ 347	63
1	Bedstead & Mattrass over Kitchen	5	62
4	Flat Irons	1	50
3	Chairs	1	00
	Chairs & Cushions "in Bar Room"	41	25
1	Awning & Iron Frame	28	00
1	Sign	3	00
	Shades "Window"	5	00
1	Table	2	00
4	Stools	4	00
5	Pictures in Bar Room	18	00
1	Do " "	11	00
1	Do " "	9	00
1	Do " "	8	50
2	Stalls in Bar Room	25	00
1	Counter	14	00
3	Chafing Dishes	2	00
	Plumbing	10	00
1	Cupboard & Back to Box	25	00
	Bells for Rooms	9	00
	Curtains	3	00
		6	00

[illegible]

1	Caster			5	00
2	Statues			7	00
2	Set Draws	on Bar		6	00
1	Desk			4	00
1	Stove Pipe & Drum	in Bar Room		30	00
86 2	Bells in Stalls			2	00
5	Boxes Cloves		$3	15	00
1	Lot Gas Fixtures			32	76
1	Do Pepper			1	25
1	Lot			1	50
1	Cracker Bowl			1	25
	Amt Carried Forward		$	685	76
	Amt Brot Forwd			685	76
1	Ruler				25
1	Gall Port wine			1	50
13	Demijohns	"all sizes"	6/-	9	75
28	Tumblers	Par doz	10/-	2	91
12	Decanters			13	00
1	Clock	Bar Room		7	00
6	Mugs	"Punch"		4	50
6	Goblets			1	38
11	Hock Glasses			1	84
15	Wine Do			2	00
2	Vases			8	00
1	Tobacco Jar			1	25
2	Pitchers			2	00
1	Waiter			1	00
6	Mugs	common	1/-		75

4	Bitter Bottles			1	25
1	Segar Lighter				75
2	Signs in Bar Room			1	00
2	Spittoons			1	00
14	Knives			5	84
16	Table Spoons	Pr Doz	$6.00	8	00
19	Forks	Pr Doz	5.00	7	96
10	Tea Spoons	" "	3.00	2	50
2	Boxes Sardines		4/-	1	00
2	Do Lobsters		3/-		75
26	Dinner Plates		1/-	3	25
19	Breakfast Do		Pr Doz 10/-	1	98
22	Soups Do		" " 12/-	2	75
33	6 Inch Plates			1	92
1	Dz Platters			2	25
7	Dishes		Pr Doz $2/-	1	16
4	Do		" 3/-	2	50
	Amt Forwd			$ 788	75
	Amt Brot Down			$ 788	75
2	Dishes		2/6		63
3	Large Bowls		5/-	1	87
2	Ladles		4/-	1	00
1	(12 Inch) Platter				44
1	(14 Do) Do				63
	21 Saucers & 14 Cups		1/-	4	37
2	Sugar Bowls		5/-	1	25
3	Pitchers			1	13
1	Lot Oil Cloth in Bar Room			53	00

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1	Coaster		5	00
2	Oil Cloths (in Stalls)		2	00
1	Funnel & Measure	3/-		38
6	Gallo Stone Jugs	1/-		75
1	Layer Funnel	2/-		25
4	Shakes	4/-		50
1	Rinsing Tub Drainer &c (Zinck)		10	00
6	Chambers	4/-	3	00
1	Lot Oil Cloth (in Hall Stairs		3	00
1	Colander			50
1	Oyster knife			75
1	Bbl of Cider	$3	3	75
1	Boiler on Stove (Copper)		3	00
1	Carpet in in Small Room		4	00
1	Spittoon			50
3	Cottage Chairs		4	50
1	Feather Bed		15	00
1	Do Do		25	00
1	Carpet in Back Room		8	00
1	Cot Bed		2	00
67	Pc Crockery Glass & Tin ware	15¢	10	05
1	Spittoon			50
	Amt Forward		$ 957	50
	Amt Forward		$ 957	50
1	Furnace		1	00
1	Oil Cloth in Hall		6	00
23	Pc Kitchen Furniture	1/-	2	88
3	Stew Pans	4/-	1	50

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1	Screen		1	00
	Shovel Sign Baskets &c	in Back Room	2	00
4	Empty Bbls	6/-	3	00
1	Beer Bbl	16/-	2	00
4	Empty Bbls	6/-	3	00
8/10	M La ontigrada Segars	$25	20	00
4/10	" Uzus Do	" 18	7	20
7/10	" Alrta Do	" 30	21	00
1/10	" Fixed Star Do	" 20	2	00
5/10	" Opera Do	" 30	15	00
1/10	" Londres Do	" 20	2	00
2	Part Boxes Do		8	00
4	Baskets Heid. C. Wine Pts	$16	64	00
2	Do " " Do Qts	15	30	00
1	Do " " Do Do	"	15	00
15	Bottles " " " Pts	5/-	9	38
9	Bottles Claret Wine	2/-	2	25
2	Doz Pts Porter	16/-	4	00
7	Bottles Qts Do	2/-	1	75
2½	Gall Scotch Whiskey	$2¼	5	62
2	Washbowls & Ewerss	12/-	3	00
2	Small Pitchers	20		40
5	Wine Glasses	1/-		63
3	Tea Waiters	4/-	1	50
6	Keg 4/- 15" Butter	10¢	4	50
1	Coal Hod. 2 Stone Crocks Tin Kettle 1 Cleaver 1 Hammer 1 Hatchet Keeler & Bore		4	00
	Amt Down		$ 1201	11

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The plaintiff then introduced in evidence the copy of the Mortgage from H A Layton & Co to Jones & Patrick

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H A Layton & Co
To
Jones & Patrick

This Indenture made and entered into this second day of November in the Year of our Lord One Thousand Eight hundred and fifty three Between Henry A Layton & Co of the County of Cook and State of Illinois party of the first part and Jones and Patrick party of the second part

Witnesseth that the said party of the first for and in consideration of the sum of Three Hundred Dollars in hand paid the receipt whereof is hereby acknowledged does hereby grant sell convey and confirm unto the said party of the second part their heirs and assigns forever all and singular the following described goods and Chattels to wit: 1 Bar and fixtures 2 Looking Glasses 7 Pictures 1 Bar room stove 24 Chairs 1 Cooking Stove 3 Parlor Stoves 4 Tables 4 Carpets Liquors on hand and all and every article and thing used in and about the Excelsior Saloon No 9 Clark Street in the City of Chicago.

Together with all and singular the appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described goods and Chattels unto the said part of the second part their heirs and assigns forever.

Provided always that these presents are upon this express

To and in consideration of three hundred dollars rec'd in full satisfaction of this Mortgage We do hereby declare this Mortgage fully paid satisfied and forever cancelled of record and the property herein described released from the same Witness our hands and seals this 25th day of January AD 1854

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condition that if the said A. A. Layton & his their heirs
executors administrators or assigns shall on or before
the first day of January A.D. Eighteen hundred and
fifty three pay or cause to be paid to the said Jones
& Patrick or their lawful attorney or attorneys heirs
executors administrators or assigns the sum of Three
Thousand Dollars together with the interest that may
accrue thereon at the rate of ten per centum per annum
from the second day of November A.D. Eighteen hundred
and fifty three until paid according to the tenor of one
certain Judgement note bearing even date herewith that
then and from thenceforth these presents and every thing
herein contained shall cease and be null and void
anything herein contained to the contrary notwithstanding

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Provided also that the said A. A. Layton & his
to retain possession of and have the use of said goods
and Chattels until the day of payment aforesaid and also
at their own expense to keep said
and also at the expiration of said time of payment if
said sums of money together with interest as aforesaid
shall not be paid to deliver up said goods and Chattels
in good condition to said Jones & Patrick or their ~~attorney~~
heirs executors administrators or assigns. And provided
also that if default in payment as aforesaid shall be
made that then the said Jones & Patrick or their attorney
agent or assigns or heirs executors or administrators
shall have the right to take possession of said goods and
Chattels wherever the same may or can be found and

sell the same at Public or private sale to the highest bidder for ~~the~~ cash in hand after giving ten days notice of the time place and terms of said sale together with a description of the goods and Chattels to be sold by at least three advertisements posted up in public places in the Vicinity where said sale is to take place to make the sum of money and interest promised as aforesaid together with their reasonable costs charges and expenses in so doing and if there shall be any overplus shall pay the same to the said ~~party of~~ St. A. Layton & Co or their legal representatives

In Testimony whereof the said party of the first part has hereunto set his hand and affixed his seal the day and year first herein written

Signed Sealed and Delivered in presence of } St A Layton (Seal)
Elisha W King (Seal)
by his attorney in fact
W. J. King

State of Illinois
Cook County } ss. I Owen McCarthy a Justice of the Peace in and for said County do hereby certify that this Mortgage was duly acknowledged before me by the above named St. A Layton and Elisha W. King by his attorney W. J. King this second day of November A D 1853

Owen McCarthy
J. P.

No 45,702 Filed & record Nov 2d 1853

12808-[illegible]

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State of Illinois }
County of Cook } ss. I William L. Church Clerk of the Circuit Court and Ex officio Recorder in and for said County in the State aforesaid do hereby certify that the annexed Chattel Mortgage is a true and correct copy of a certain instrument filed in my office on the second day of Nov A.D. 1853 and recorded in Book No 16 of Mtgs on page 210 the parties to the same being H. A. Layton & Co. of the first part and Jones and Patrick of the second part

In testimony whereof I have hereunto set my hand and affixed the seal of our said Court at Chicago this 17th day of December A.D. 1858.

Wm L. Church
Clerk of the Circuit Court
and Ex officio Recorder of Cook County

The defendant then admitted the taking of the goods by the defendants as stated in the declaration

The plaintiff then rested his case

Prior to the introduction of the defendants evidence it was admitted by the defendant that Lyman R. Bradley was at the time of the alleged trespass the Sheriff of the County of Cook duly elected and qualified

The defendant then introduced in evidence three executions with the memoranda endorsements returns

& Levies entered upon & attached to said Executions one in favor of J. C. Williams & others against Wm. J. King one in favor of C. L. Harmon et al vs Wm. J. King one in favor J. C. Walker et al vs Wm. J. King and the introduction of the judgments upon which they were issued being waived by the plaintiff the Executions were severally read as follows:

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State of Illinois } ss
County of Cook }

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

We command you that of the Lands and tenements Goods and Chattels of William J. King defendant in your County you cause to be made the sum of Six hundred and Seven dollars and sixty cents which Charles L. Harmon & Isaac A. Harmon Plaintiffs lately in the Cook County Court of Common Pleas of said County at a term thereof begun and held at Chicago in said County on the 2nd Monday of September last past recovered against the said defendant and which by the said Court was adjudged to the said plaintiffs for their damages. And also the further sum of Six dollars and seventy cents which were adjudged to the said plaintiffs for their costs and charges in that behalf expended whereof the said defendant was 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 return of this 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 24th day of October AD 1853

Seal

Walter Kimball
Clerk

96

1138) B

Cook County Court of Common Pleas.
Fi Fa No 3673 Case No 5735
Fee Book F. 367. Date 24 Oct 1853
Return 24 Jany.
Chs L Harmon & Isaac N Harmon vs. William J King

Damages	$607.60
Plaintiffs Costs	6.70
Defendants Costs	
	$614.30

The Sheriff will collect interest from October 5th 1853
Int 16.68
Recd at 10 o'clock AM Oct 29 1853

Collins & Williams Plffs attorney

Received of C. P. Bradley Sheriff of Cook County Two hundred & twenty eight & 40/100 Dollars on the within writ

E. S. Williams Plffs atty

~~Levy~~

By virtue of the annexed Execution No 3673 from the Cook County Court of Common Pleas in favor of Charles L. Harmon and Isaac N Harmon against William J. King and two other Executions from the same Court and against the same defendant (King) one No 3674 in favor of John

C Williams Oscar F. Avery and Harvey W. Thompson and the other No 3695 in favour of Ford C Walker & Horace Norton all of which said Executions coming to my hands at the same time I did on the thirteenth day of January 1894 levy on all the right title and interest of the said William J. King (he being one of the firm of Layton and King lately doing business in Chicago) in and to the goods and chattels hereto attached to the said Execution No 3693 in favor of Charles L. Harmon and Isaac F. Harmon as follows: One screen one looking glass six cane seat chairs one table one stove & pipe one sett of castors and salt one table cover two window shades one one table one carpet one spittoon. one carpet one card table one bedstead one bed one Mattress one looking glass one stove and pipe one wash Stand one spittoon one Rocker two chairs one bed stead one Mattress one Sofa Bedstead one table two waiters five glasses one Bureau & Glass one wash stand and appurtenances one table one Rocker three Chairs 3 Chairs one carpet one clock one Spittoon Cott Mattress bed two blankets 2 Spreads two shades one looking glass one table one table five chairs one Lounge Castors & salt one table cover one Carpet one Mattress & bedding one bedstead Window shades tubs & bowl sugar one ice box two tubs one stove and pipe tin ware in Kitchen some mustard three small lamps two tables three stone Jars eight chairs and cushions awning & frame Sign one table four stools eight pictures two Statues drawers

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back of counter one desk one stove and pipe and drum
two slate bells twenty boxes of Cigars five boxes of Cigar
four bottles of Champaigne three dozen of ale some
pepper some coffee cracker bowl fourteen bottles of
porter Eleven bottles of white wine six quart bottles of cham-
98 paigne fifteen pint bottles of champaigne twenty two pint
bottles of porter one gallon Damaica Rum one keeler
four & half gallons Scotch Whiskey ½ gallon of Gin
one gallon Port Wine ½ gallon Ginger Brandy twenty
eight tumblers twelve decanters one clock six mugs six
Goblets ten Hock glasses fifteen wine glasses two vases
one tobacco Jar two Pitchers six mugs four bitter bottles
one segar lighter six gallons Port wine two Spittoons.
twenty knives sixteen spoons twenty two forks ten tea spoons two
boxes of Sardines two boxes of Lobsters fourteen lbs. of white
Sugar twenty six dinner plates eighteen breakfast plates
twenty one soup plates one dozen platters twelve dishes three
bowls two ladles one 12 inch platter two 14 inch platters
sixteen Cups and sixteen saucers two sugar bowls three
pitchers oil cloth on the Bar room floor twenty two gallons of
whiskey thirty two gallons Sherry wine thirty six gallons of
port wine two beds & fixings one bureau & Glass one cask of
brandy containing about sixty five gallons one barrel of
port wine one barrel of Sherry wine one & three quarter
Cask of dark Brandy one barrel some port wine one
barrel some Scotch Whiskey and the lease hold interest
of William King in & to the building or buildings
known as the Excelsior Saloon Number Nine (9)

Clark Street City of Chicago

And on Eighteenth day of March 1852 after duly advertising the time and place of sale according to law. I did sell the right title and interest of the said King in and to the said goods and chattels to the highest and best bidder for cash for the sum of Seven hundred and Eighty dollars and forty four cents. and after deducting from said sum ($780.44) my fees and commissions for levy and sale and expenses of care &c of property amounting to ($293.63 two hundred & ninety three & 63/100 dollars and had the sum of ($486.81 four hundred & eighty six & 81/100 dollars to apply on the said three Executions: which sum I have applied pro rata on the said Executions as follows: On the said Execution in favor of the said John C Williams Oscar F Avery & Harvey M Thompson the sum of ($153.46 One hundred & fifty three & 46/100 dollars

On the said Execution in favor of the said Lord & Walter & Horace Norton the sum of ($104.90 one hundred & four & 90/100 dollars.

On the said Execution in favor of the said Charles L Harmon & Isaac A Harmon the sum of ($228.40 Two hundred & twenty eight & 40/100 dollars

And I return the said annexed writ satisfied for the sum of Two hundred & twenty eight & 40/100 dollars

99

$2908-84

and no more

Cyrus P Bradley Sheriff
by M Regan Deputy

Williams vs
King
180

State of Illinois } ss
County of Cook } The People of the State of Illinois to the Sheriff of said County Greeting

We command you that of the Lands and Tenements Goods and Chattels of William D King defendant in your County you cause to be made the sum of Four Hundred and six dollars and thirty four cents which John L Williams Oscar F Avery & Harvey W Thompson plaintiffs lately in the Cook County Court of Common Pleas of said County at a term thereof begun and held at Chicago in said County on the 2nd Monday of September last past recovered against the said defendant and which by the said Court was adjudged to the said plaintiffs for their damages. And also the further sum of Six dollars and Seventy cents which were adjudged to the said Plaintiffs for their costs and charges in that behalf expended whereof the said defendant was convicted as appears to us of record. And have you the same moneys ready to render to the said plaintiffs for their damages and costs aforesaid and make return of this 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

(seal) said County this 24th day of October AD 1853

Walter Kimball
Clerk

101

1139) Ry

Cook County Court of Common Pleas.

Fi Fa No 3674 Case No 5736.

Fee Book F. 368. Dated 24 Oct '53 Return 24 Jany '54 John C. Williams et al vs William J. King

Damages	$406.34
Plaintiffs Cost	6.70
Defendants Cost	
	$413.04

The Sheriff will collect interest from 6th October 1853

Rec'd at 10 Oclock A.M Oct 29. 1853

Collins & Williams Plffs. attorney

Received of C. P. Bradley Sheriff of Cook County one hundred & fifty three 46/100 dollars on the within writ

E. S. Williams
Plffs atty

By virtue of the annexed writ of Execution No 3674 from the Cook County Court of Common Pleas in favor of John C. Williams Oscar F. Avery and Harvey M. Thompson against William J. King and two other executions from the same Court and against the same defendant (King) one No 3673 in favor of Charles L. Harmon & Isaac N. Harmon and the other No 3675 in favor

[12208-55]

of Joel C Walter & Horace Norton all of said Executions coming to my hands at the same time. I did on the 13th day of January 1854 levy on all the right title and interest of the said William D. King (he being one of the firm of Layton & King lately doing business in Chicago) in and to the goods and chattels mentioned and described in a schedule attached to the said Execution No 3623 in favor of Charles L Harmon & Isaac A Harmon.

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And on the Eighteenth day of March 1854 after duly advertising the time and place of sale according to Law I did sell the right title and interest of the said King in and to the said goods and chattels to the highest ~~bidder~~ and best bidders for cash for the sum of Seven hundred and Eighty dollars and forty four cents $780.44

And after deducting from said sum of $780.44
my fees and commissions for levy and sale and expenses of care &c of property two hundred & ninety three & 63/100 dollars $293.63

I had the sum of Four hundred and eighty six & 81/100 Dollars $486.81
to apply on the said three Executions. Which sum I have applied pro rata on the said Executions as follows. On the said Execution in favor of the said Charles L. Harmon & Isaac A. Harmon the sum of Two hundred & twenty eight & 40/100 dollars

On the said Execution in favor of the said John L. Williams Oscar F. Avery and Harvey M. Thompson

The sum of One hundred and fifty three & 46/100 Dollars. On the said Execution in favor of the said Joel C Walter & Horace Norton the sum of One hundred & four & 95/100 dollars.

103 And I return the said annexed writ satisfied for the sum of One hundred & fifty three & 46/100 dollars and costs and no more

Cyrus P Bradley Sheriff
by M Regan Deputy

Walter et al
v
King

State of Illinois }
County of Cook } ss

The People of the State of Illinois to the Sheriff of said County Greeting.

We command you that of the Lands and tenements goods and chattels of William I King defendant in your County you cause to be made the sum of Two hundred and seventy six dollars and fifty cents which Joel C Walters & Horace Norton plaintiffs lately in the Cook County Court of Common Pleas of said County at a term thereof begun and held at Chicago in said County on the 2nd Monday of September last past recovered against the said defendant and which by the said Court was adjudged to the said Plaintiffs for their Damages and also the further sum of Six dollars and seventy cents which were adjudged to the said plaintiffs for their costs and charges in that behalf expended whereof the said defendant was convicted as appears to us of record. And have you

$12808-56

these moneys ready to render to the said plaintiffs for their damages and costs aforesaid and make return of this writ with an endorsement thereon in what manner you shall have executed the same in ninety days from the date hereof.

104

Seal

Witness Walter Kimball Clerk of our said Court and the seal thereof ~~said~~ at Chicago in said County this 24th day of October AD 1853.

Walter Kimball
Clerk

1140) Ry

Cook County Court of Common Pleas
Fi Fa No 3675 Case No 5739
Fee Book F. 368.
Date 24 Oct 1853 Return 24 Jany.
Joel Walter & Horace Norton vs William J. King

Damages	$276.50
Plaintiffs Costs	6.70
Defendants Costs	
	$283 20

The Sheriff will collect interest from 13th October 1853
Recd at 10 o'clock A M Oct 29th 1853
Collins & Williams Pltffs attorney

Received of C. P. Bradley Sheriff of Cook County one hundred and four dollars & ninety five cents on the within writ

E. S. Williams
Pltffs atty

By virtue of the annexed writ of Execution No 3675 from the Cook County Court of Common Pleas in favor of Joel C Walter & Horace Norton and against William J. King and two other Executions from the
105 same Court and against the same defendant (King) one No 3673 in favor of Charles L. Harmon & Isaac N. Harmon and the other No 3674 in favor of John C Williams Oscar F Avery & Harvey M Thompson all of said Executions coming to my hands at the same time I did on the thirteenth day of January 1854 levy on all the right title and interest of the said William J. King (he being one of the firm of Layton and King lately doing business in Chicago) in and to the goods and chattels men-tioned and described in a schedule attached to the said Execution No 3673 in favor of Charles L Harmon and Isaac N. Harmon

And on the eighteenth day of March 1854 after duly advertising the time and place of sale according to law I did sell the right title and interest of the said King in and to the said goods and chattels to the highest and best bidders for cash for the sum of Seven hundred and eighty dollars and forty four cents

And after deducting from said sum of $780.44 my fees and commissions for levy and sale and expenses of care &c of property Two hundred and ninety three & 63/100 dollars ($293.63

I had the sum of Four hundred & eighty six & 81/100 ($486.81 dollars to apply on the said three Executions which

[12808-57]

sum & has applied pro rata on the said Execution as follows: On the said Execution in favor of the said Charles L Harmon & Isaac S Harmon the sum of Two hundred twenty eight & 22/100 dollars

On the said Execution in favor of the said John L Williams Oscar F Avery and Harvey W Thompson the sum of One hundred fifty three & 46/100 dollars and on the said Execution in favor of the said Jacob L Walter & Horace Stanton the sum of one hundred four & 95/100 Dollars $104.95

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And I return the said annexed writ satisfied for the sum of One hundred four & 95/100 dollars and no more

Cyprus P Bradley Sheriff
by W Regan Deputy

The defendants then introduced in evidence the depositions of E.W. Densmore A.G. Burley J.R. Botsford Thos Managhan William White E. F. Hollister & Thos O Byrne & the exhibits attached to & referred to in said depositions as follows.

Kane Circuit Court

Cyprus P. Bradley
ats
Michael Seigman

To Saml Ashton Esq
Pltffs Atty
Sir.

Take notice
that on Wednesday May 9th 1855 at 10 oclock
A. M. before the Hon H. L. Rucker at his
Office in the Court House in the City of Chicago
we shall proceed to take the depositions of the
following persons viz. E. W. Densmore, A. L. Bur-
ley, Thomas Managhan. J. H. Botsford
Thos. P. Bird William White, C. D. Spaids
& Geryes S. Thayer to be used on the trial
of the above entitled cause. When & where you
may be present & cross examine should you
think fit so to do. The examination to be con-
tinued from time to time until all the testi-
mony is taken Affidavit having been filed
in the above cause pursuant to the Statute

Yours

Williams & Hoodbridge
Chicago Ap. 24. 1855 Defts Atty

State of Illinois
Cook County ss Thomas Hoge on oath makes
affidavit that on Thursday April
26. 1855 he served a copy of the within notice on
Samuel Ashton Esq by leaving the same in
his hands & further this affi[illegible] saith

not
Sworn to before me this 9th day of May 1853
Henry L. Rucker
Co Judge

Thos. Hoge

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Depositions

Taken under and pursuant to the annexed notice and the agreement of the parties thereon at the Office of and before Henry L. Rucker County Judge of Cook County and to be used as evidence in a suit pending in the Circuit Court of Kane County wherein Michael Geigelman is plaintiff and Leyms P. Bradley is Defendant taken on the part of the Defendant

May 9th 1853 parties present by their Attorneys and by their agreement the taking of the Depositions is Contd to May 11th at 9 o'clk a. m

May 11th Parties by their Attorneys appear and the taking of Testimony Commenced.

Present the Defendant by E. S. Williams his Atty
" " Plaintiff " Ashley & Funk " "

Deposition of Eleazer W Densmore who being of lawful age and first duly cautioned and sworn deposes and testifies as follows

1st Interrog by E. S. Williams Defendants counsel

What is your age and occupation and where do you reside? are you acquainted with the parties to this suit and how long have you known them

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Answer I am thirty four years old am a merchant residing at Chicago I am acquainted with Legrus P. Bradley. I do not know the Plaintiff

2d Interrog by same counsel

Did you know William J. King while he resided at Chicago if yea when did you know him in what business was he engaged and when did he leave Chicago? State what his business was immediately before he left this city

Answer I did not know him

3d Interrog by same counsel

Did you know the building known as the "Excelsior Saloon" on Clark Street Chicago If yea State its situation and whether or not you did anything in inspecting and appraising certain groceries liquors & personal property in said building and when and did you make a written invoice of said property and who if any one assisted you or were engaged with you in making and appraisement of the property in said building? State whether or not all the property

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in said building was appraised or how otherwise?

Answer I remember the No of the building and that was the name the building was No 9 Black St. on the 1st of February 1854 I examined and appraised some property consisting of Liquors and groceries wines and cigars being in that building and the shed attached to it I drew up a written invoice or appraisal which was copied by C. L. Harmon and compared by me Arthur G. Burley, Jabez K. Botsford Mr Hollister of the firm of Beecher Hollister & Co Eli is the first name I believe assisted in the appraisal. I understood that all the property there was appraised but I did not examine it all

4th " Interrogatory by same Counsel

Who if any one pointed out to you said property and what examination did you make thereof Have you in your possession the invoice made by you or a copy thereof if you produce it and attach it to your deposition and state whether or not it is a true and correct description of the kind of articles in said building appraised by you and what was the total amount in value of the articles appraised by you State the particular business in which you have been engaged and the firm or firms with which you have been connected within the last 8 or 10 years and your means of judging the value of the articles

mentioned in your invoice

Answer Deputy Sheriff Regan Mr. C. L. Harmon & Mr J. C Williams and some other persons about there whose names I did not learn at the time helped to look up the goods. I inspected the articles tasted and smelt of the liquors and carefully examined the various articles as to their quality and quantity I have an invoice taken from a pencil memorandum I made at the time and examined and compared by me This is the paper marked exhibit "A" now attached to my Deposition It is a correct and true description of the articles appraised by me and the total valuation as made by me is $ 252.24 at that time. In 1845 I commenced business with Lane under the firm of Lane & Densmore at 141 Water Street in Chicago in groceries and dry goods I remained in business with him about a year and a half bought him out and continued the same business alone about a year and a half then formed a partnership with F. D. Gray and continued the business under the firm of Gray & Densmore the business was continued only as a wholesale grocery and liquor business until March 1854 when we took as partner Mr Phelps and are still continuing the business under the firm of Gray, Densmore & Phelps. My means of judging the value

[12808-60]

ce the having dealt in the articles and the ex=
perience I have had in the business. I have not
personally handled liquors for the last three years

5th Interrog'y by same Counsel

State whether or not you examined
and appraised all the property in the building
and shed of the same description with the articles
mentioned in your invoice? If not what articles
did you leave out

Answer I appraised all of the kind and
description that I could see and that was point=
ed out to me and supposed that I had ap=
praised all that there was

Cross Examination

1st Cross Interrog'y by Samuel Ashton Attorney for Plaintiff

Were you through the entire
house up stairs and down and who let you in
at the time you entered said saloon and made
the appraisement of the articles mentioned and
who requested you to make said appraisal and
what were the particular articles appraised by
you Did you appraise all the articles and
was your statement extended

Answer I think I was not up stairs
I was in all the lower Story as I supposed viz
in the Saloon Kitchen & Shed. Deputy Sheriff

Regan opened the premises: L. Harmon requested me to make the appraisal Wines liquors Cigars Demijohns and groceries were the articles I appraised I appraised all the articles enumerated in that list but did not extend on the original memorandum but extended the amounts after having compared this list with the original memorandum

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Cross Interrogatory by same Counsel

Did you consider yourself a judge of the value and quality of wines and liquors at the time you made the appraisal and did you appraise said articles at what they would bring in cash or at what you supposed them to be worth and were they appraised at their full value and at what they would bring at that time? Did you know at the time you made said appraisement that the price of wines and liquors had considerably increased in the market and was the appraisement made in reference to that fact

Answer I considered myself a respectable judge of the goods at the time I valued them at what I supposed them to be worth I was aware that the price of liquor had advanced some within 12 months previous and I appraised them at what I thought them then worth. I do not remember whether I had any special reference

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to an advance in price or not

3rd Cross Interrog'y by same Counsel

Might there not have been more goods of this description in the house at the time than were appraised by you and would you have been willing to give more for the articles you appraised than the prices at which you appraised them?

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Answer There could not have been in the premises I inspected unless they were concealed There might have been up stairs. I should not have given more for the articles than I appraised them at

4th Cross Interrog'y by same Counsel

Are all the facts stated in your answers to the interrogatories on the direct examination derived from your own personal knowledge or from what you have heard others say

Answer From my own personal knowledge

Subscribed and sworn to before me this 11th day of May 1855
H. L. Rucker C. Judge &c

E. W. Densmore

Deposition of Arthur G. Burley who being of lawful age and first duly cautioned & sworn deposes and answers as follows viz:

1st Interrog'y by E. S. Williams Defendants Counsel

What is your age and occupation where do you reside and are you acquainted with the parties to this suit

Answer My age is 42 years my occupation merchant I reside in the City of Chicago and I know the parties —

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2d Interrog'y by same Counsel

Did you know the building No 9 South Clark Street known as "Excelsior Saloon" did you do anything towards inspecting and appraising certain crockery and glass ware in said building? If so when and did you make a written invoice of the same and where is it and if in your possession produce it and state whether it includes all the articles of crockery & glass ware in said building and whether said appraisement is a true and correct one of said articles or how otherwise?

Answer I know the premises, I made an invoice and appraisal of the crockery and glass ware there February 1. 1854 as contained in the invoice It is here produced and marked Exhibit "B" annexed to my deposition It contains all the articles of that description in the building and is a correct valuation of the property according to my best judgment

3d Interrog'y by same Counsel

Who assisted you in making the

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appraisement of the articles in the building or were engaged with you Into what parts of the building did you go if into the 2d & 3d Stories did you see in either of them any casks barrels or vessels containing liquor?

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Answer E. H. Densmore, J. K Bots-ford, Eli Hollister & Thomas Manahan I think were all that were engaged appraising the goods the time I was. I went into all parts of the building I believe; I was up stairs in the second & third Stories. I did not see anything containing liquors in either of said Stories.

4-Interrog'y by same Counsel

How long have you been engaged in the Crockery and Glass business and what are your means of knowing the value of the articles appraised by you? State if you personally inspected the articles in your invoice and what is the aggregate value thereof and who showed you the articles to be valued?

Answer I have been engaged ever since 1838 my means of knowing are buying and selling every day that class of articles. I personally inspected them and the value of the articles is $36.35 in my judgment. A Deputy Sheriff Regan I believe his name is let us in and showed us the goods

Cross Examination

1st Cross Interrog'y by S. Ashton Plaintiffs Counsel

Is the appraisal of the articles referred to in your Inventory as much as you would ask for the same articles if sold by you to a purchaser out of your Store?

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Answer Some of them are and I should think some of them are not some are at what I would sell for and some are lower

2 Cross Interrog'y by same Counsel

Who requested you to make the appraisement at the time you appraised

Answer I think it was Joel C. Hatter that is my impression now

3d Cross Interrog'y by same Counsel

Are all the statements in the answers you have made derived from your own personal knowledge or from hearsay

Answer My own personal knowledge

Direct Examn. resumed

5th Interrog'y by E. S. Williams Defendants Counsel

Were or were not the articles mentioned in your invoice Second hand articles and what is the difference in value between Second hand articles and new ones?

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They were all second hand articles. In glassware the depreciation on second hand articles would be about 15 percent and in crockery about 30 per cent

Sworn to and Subscribed before me this 11th day of May 1895
H. L. Rucker
County Judge &c

Arthur G. Burley.

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Deposition of Jubez K. Botsford who being of lawful age and first duly cautioned & sworn deposes and answers as follows viz:

1st Interrog by E. S. Williams Defendants Counsel

What is your age and occupation and place of residence and are you acquainted with the parties to this suit?

Answer My age is forty three occupation hardware and tin ware dealer and have been until lately engaged also in the Stove business Inside in Chicago I am not acquainted with Geigelman but know Mr Bradley

2d Interrog by same Counsel

Do you know the building No. 9 Clark Street in Chicago known as Excelcior Saloon and did you at any time and if so when make an inventory and appraisement of any property in said building. and if so of what? Is such inventory now in your possession? If so please produce the same

and State whether it is a correct inventory and appraisal of the property in said Saloon or how otherwise?

Answer I know the Saloon or place where these goods were. About the first of February 1854 I made an appraisal of the hardware tinware Stoves &c there I have the same now here produced and marked Exhibit "C" and annexed to my deposition It is a correct Inventory and valuation of the property according to my judgment Amounting to $80.22

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3 Interrog'y by same Counsel

Who if any one pointed out to you the property and in what part or parts of the building did you find the same? Did you go into the 2d ~~second~~ and 3d Stories of the building If yea how were the same occupied and did you or not see in any of them any barrels casks or kegs containing liquor

Answer I think Mr Joel Walter pointed out the things: they were in the 1st, 2d & 3d Stories of the building and in the kitchen in the rear South of the building. I was in the second and third stories a family occupied the front of one of them and they were pretty much torn up and things in confusion. I saw a cask or pipe in the rear I did not see any Casks or liquor vessels in Either of the 2d or 3d Stories

4th Interrogy by same Counsel

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7 How long have you been in the Hardware business and what are your means of judging of the quality and value of the kind of articles described in your inventory? were the articles included in your Inventory new or had they been used and if used how long in your opinion?

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Answer I have been in the business a little over twenty one years in Chicago My means of knowledge are the dealing in such articles The articles were all old, Second hand they appeared pretty hard used but I cannot say how long

Cross Examination

1st Cross Interrog'y by S. Ashton Plaintiffs Counsel

Did you appraise all the hardware Stoves and tin ware in the building and was the appraisement made with reference to the actual value of said articles or what you supposed them to be worth? Would you have been willing to have sold articles of a similar character out of your Store for the prices for which you appraise them

Answer All that they showed to me I appraised I think I appraised all there was there except a Stove in the room where the family was. I am not sure whether I appraised

that stove or not. I appraised them with reference to their value what they would sell for I should have been willing to have sold them out of my store at those prices

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2d Crop Interrog'y by same Counsel

Who was in possession of said premises when you went there and was the business of said Saloon closed & stopped and who requested you to go and make the appraisal and was the amount of your appraisal all the articles would bring if bought by a person going into that kind of business

Answer

The Defendant was in possession by one one of his Deputies. I dont know his name. The Saloon was shut up every thing was upside down. I think it was Joel Walters that got me to go and value the property I think the amount was all the articles would have brought to any person who was in want of them for that business. I tried to give them a good fair appraisal; as much as they were worth

Sworn to & Subscribed before me this 11th day of May 1855
H. L. Rucker
County Judge &c

J. K. Botsford

Deposition of Thomas Manahan who being duly sworn deposes and answers viz:

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1st Interog'y by E. S. Williams Defendants Counsel

What is your age and occupation and where do you reside and are you acquainted to the parties to this suit

Answer My age is forty one years I am engaged in the Cabinet business and reside in Chicago where I have been doing that business some twelve years. I know Sheriff Bradley but am not acquainted with the Plaintiff

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Mr Geozelman

2d Interog'y by same Counsel

Do you know the building No 9 S. Clark St. known as "Excelsior Saloon" and did you at any time and if so when make an Inventory and appraisement of any property in said building and if so of what? Is such Inventory now in your possession If yea produce the same and State whether it is a true and correct inventory and appraisal of the property in said building appraised by you and what is the total value of the articles mentioned in said Inventory?

Answer I know the building. On the first of February 1854 I was called ~~to value the~~ appraise the value of furniture in the building I made an inventory and appraisal of Chairs tables Stands bedsteads bedding looking glasses and the inventory is here now produced marked

Exhibit "D" and annexed to my Deposition. It is a true and correct inventory and appraisal according to justice in my judgment. The to=
123 tal value of the property is $243.68.

3rd Interrog'y by same Counsel

Who if any one pointed out to you the property and in what part or parts of the building did you find it? Did you go into the 2 & 3 Stories of the building? If yea how were the same oc=cupied and did you or not see in either of them any barels casks or kegs containing liquor and did you or not appraise all the furniture in the building?

Answer The Deputy Sheriff I think it was pointed it out It was someone who seemed to know the premises. I went into the 1st 2nd & 3d Stories. No one appeared to be occupying the premises except the front room of the second Story. There were two or three children there a family claiming some few articles as belonging to them such as a cradle a small chair some bedding and a little crockery. I saw no liquor kegs or casks in the 2nd or 3rd Stories. I think all the furniture was inventoried and appraised except the few articles claimed by the family. The Sheriff and I searched the house from top to bottom

4 Interrog'y by same Counsel

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What are your means of Judging of the quality and value of the articles described in your inventory Were the articles new or old and what was their quality and value as compared with new articles?

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Answer I Judge from the fact that I am and have been dealing in articles of the same kind They were old, Second hand some of them pretty hardly used Take them in the aggregate I dont think they were worth over fifty percent of the value of new articles.

Cross Examination

1st Cross Interrog'y by S. Ashton Plaintiffs Atty.

Did you appraise all the furniture in the building and was the appraisement made with reference to the actual value of the articles or what you supposed them to be worth? Would you have been willing to have sold articles of a similar description out of your Store for the prices at which you valued them?

Answer I appraised all the furniture excepting those articles named. I appraised ~~them~~ at what I supposed them to be worth at what they would bring if offered for sale at public sale I should have been willing to have sold such articles out of my store at the same prices

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2d Interrog'y by same Counsel

Who was in possession of said premises when you went there and was the business of the Establishment closed & going on or closed

125 and who requested you to go and make the appraisal: Are you sure that the family had a cradle and claimed bedding &c Would you put those Eating stalls up for the sum you appraised them at

Answer The Deputy Sheriff of Mr. Bradley the Sheriff had the key and let us in the house was closed deserted and things upside down I think Mr. L. L. Harmon called me to appraise I am sure the family claimed some articles There was a child three a year and a half old and a cradle The family appeared to be there temporarily. I would not put up the stalls for the price I appraised them at but if they were torn down and at my store I valued them at what I should have sold them for

Thos. Monahan

Subscribed & Sworn to before me this 11th day of May 1855

H. L. Rucker
County Judge &c

Further Examination of Witnesses continued to May 12th at 9 o'clk AM.

May 12th Examination resumed
Present same as Yesterday

Deposition of William White

126 who being first duly cautioned & sworn deposes

1st Interrog'y by E. S. Williams Defendants Counsel

What is your age and occupation Where do you reside and are you acquainted with the parties to this suit?

Answer Thirty three; Clerk No 21 North Dearborn St. I am acquainted with the parties

2d Interrog'y by same Counsel.

Were you acquainted with William J. King while he resided in the City of Chicago? If yea when did you first become acquainted with him; in what part of this City did he reside; in what business was he engaged and where was his place of business

Answer I was acquainted with him. I first knew him two or three years ago where he resided when I first knew him I could not say. I know of his residing on Lasalle St. between Washington & Madison Streets His place of business was No. 9. Clark Street. He carried on the grocery business

3d Interrog'y by same Counsel

Was said King engaged in business alone or in company with any other person or

persons when you first knew him? Did he at any time after you first became acquainted with him change his business and if so for what business did he change it and when and did he take in any new partner and did he remove from the old place of business after such change if any and where?

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Answer

He was alone. He was sold out by the Sheriff on an execution and then commenced keeping a saloon. I am not clear about the date It was in the Summer of 1853. He took in a partner by the name of Henry A. Layton and continued his new business at the same place

4th Interrog'y by same Counsel

Do you know the name of the new firm? If yea what was it? Did or did not Shilliam J. King at or about the time of the formation of the new firm change his place of residence? If yea from where did he remove to what place and what if anything did he do with the furniture of his former residence? If any articles of furniture were put by King in his new residence State if you know what they were what was their value and when they were removed if at all

Answer

The name of the new firm was H. A. Layton & Co. At the time of commencing the new firm he removed his residence from Lasalle

1/2 sheet

St to No. 9 Clark St. where had been doing business. He removed part of his furniture to No. 9 Clark St. He removed his carpets, Stoves, Crockery, a clock, beds, bedsteads and bedding worth from $100.00 to $150.00 I should think The removal must have been in August or September of 1853

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5th Interrog'y by same Counsel

State if you know in what part of the building No. 9 Clark St the property removed was placed and how it was used? what part of the building was occupied by Wm J. King as his residence? How many stories there were to the building and state if you know how the different stories were used?

Answer It was removed into the 3rd Story the most of it was used by King and his wife and Layton and his wife as a residence for the family There were three stories to the building the first floor was used for an eating and drinking Saloon the second floor for two dining rooms and a sleeping room the third floor was occupied by King & Layton and their families

6th Interrog'y by same Counsel

Did you know Henry A Layton at the time when he first came to Chicago? If yea State? Did you know anything about his pecuniary circumstances at the time he became a member

of the firm of K & A. Layton & Co. Do you know of your own knowledge or from connection with Layton, or with Wm J King while they were in business at the saloon and before the purchase of the saloon property by Geizelman what money or property was put into the partnership by Layton when the same was formed? If so what?

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Question objected to by Plaintiffs Counsel

Answer I became acquainted with him the day he arrived in Chicago It was about the middle of August 1853 I knew his circumstances at that time I knew what he put into the concern from my own knowledge and from conversations with Layton and King. He put in a feather bed and some bedding: He pawned his watch with Jones & Patrick for $80.00 I think that was the amount and put that in. That was all

7th Interrogatory by said Counsel.

Do you know and can you state where Layton came from when he came to Chicago Do you know whether he brought with or had soon after his arrival in Chicago any large amount of money? State all the facts within your knowledge about his circumstances and pecuniary condition when he first arrived in Chicago State fully all you know with reference thereto

[illegible]

Answer I do He came from Dubuque here. He had not a large amount of money he had a little money got on a spree when he first came here and spent it and King had to pay his board at the Matteson House. I know that King had to take him and his wife to his own house on 130 Lasalle Street and board him there

8th " Interrog'y by same Counsel

Do you know and can you state by whom money or property was put into the said partnership of H. A. Layton & Co.? If you state what money or property was put in by King and what by Layton State if you know how the partnership property was paid for who was the active business man in the firm of H A. Layton & Co. what part if any did Wm. J. King take in the business? State fully all that he did in furnishing money and property for the partnership if he did anything and your means of knowledge in reference to the business of H A. Layton & Co.

Answer I do know what was put in. In the first place there was a lease which I paid $30.00 for which was put in It was a lease of the building No. 9 Clark St. which I bought at auction under Sheriffs Sale and I assigned it to H A. Layton & Co. The $30.00 that I paid for the lease was furnished by ~~H A. Layton & Co.~~ Wm J. King

through F. Harding. The other capital that W. J. King furnished was $150.00 in money that I borrowed for him on his & his wifes watches a diamond ring gold watch chain keys and some gold trinkets. I also borrowed $10.00 on Kings advanced check which was the first money used in fitting up the saloon This was all the money that King ever put in. I have already mentioned the property put in by said King and also what was furnished by Layton I do not know how King paid for the property he put in or whether it was ever paid for. I think it was doubtful Laytons property was only a feather bed and bedding which was given to Laytons wife by her mother the day she was married as Mrs Layton told me. Wm J. King was the active man of the firm and appeared to do most of the business. I have mentioned what was furnished and how I knew it. I was there myself nearly all the time. There was nothing done there of any account but what they told me of and asked my advice about.

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9th Interrogy by same Counsel

State at what sale it was and when you purchased the lease of the building No 9 Clark St: Was it at the request of any one and if so of whom? Did you know of any other persons acting or claiming to act as partners in the firm of

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H. A. Layton & Co. except H. A. Layton and William J. King? If yes who and what did they do? Did you ever hear the name of Elisha M. King mentioned in connexion with said partnership prior to October 1853? State when and under what circumstances you first heard the name of Elisha M. King mentioned in connection with said firm

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Answer

It was sometime in August 1853 when Wm J. King was sold out by the Sheriff on execution It was at the request of Wm J King that I purchased it. I did not know of any one claiming or acting as a partner excepting Henry A. Layton and Wm J. King. I never heard the name of Elisha M. King mentioned in connection with the business or parties prior to October in 1853. Sometime Early in October — wanted me to draw him up a power of Attorney from Elisha M. King to himself so that he could send it to New York and get his brother to sign it as he had a brother there by that name Layton took it on to New York and got it signed there

After drawing up the power of Attorney was drawn I drew up articles of partnership between Henry A. Layton and Elisha M. King this was the first I knew of Elisha M. King

10th Interrogy by same Counsel

Have you ever seen in Chicago or

do you personally know or have you ever heard except this the declarations of William J. King that he had any brother, or that there was any man claiming to be his brother of the name of Elisha W. King

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Answer I never did

11th Interrog'y by same Counsel

When did the partnership of H A Layton & Co in the Saloon business in Chicago cease & how? If by a Sale, State to whom and if you know State who did the business on the part of the purchaser and who did the business on the part of the seller or the greater part thereof Do you know what became of Layton about the time of the termination of the partnership. State fully all that you know about the negotiations preceeding the sale of the saloon property if any sale was made

Answer On the 30th of December 1853 by a sale to Michael Geizelman. William J. King was the negotiator in selling and Mr Geizelman in purchasing. The sale was closed and the money was paid on the 30th of December and King & Layton & their families left the Saloon that night and left by the Cars for St Louis early the next morning. Mr Geizelman came in a few days before the sale and Mr King showed him through the premises. Mr Geizelman had his

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brother and Mr Bascom with him He came in several times afterwards and finally agreed the purchase Every thing was to be appraised. King to select one person Geizelman another and the two persons were to select a third party. When Mr. Geizelman named his appraiser it was a person that King had had a quarrel with some one from the Hamilton House and he wouldn't have anything to do with him. Geizelman got a little mad about it and went off, wouldn't have anything to do with the saloon. King requested me to call at the Hamilton House and see Geizelman I called there going to dinner saw Mr Geizelman he agreed to call at the saloon he went over with me he and King talked it over and agreed upon the appraisal themselves they had an easy job of it. After the schedule was made out they went to Mr Ashton and he drew up the bill of sale. The next morning Mr. Geizelman paid Wm. J. King $1500.00 and immediately took possession. At the time of going to Mr Ashtons to get the bill of sale I recollect mentioning to him that there were judgments against William J. King and that they had better look out for them. I also told Mr. Geizelman in coming from the Hamilton House over to Kings saloon that he had better not buy out the saloon until he had seen his

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Lawyer. I also told him that there was a Mortgage of $300.00 on the Saloon am not sure whether at that time or the next day. This Mortgage was on some liquors besides the Saloon which were stored in a cellar under Jones' or Patricks' house. I went with Mr. Ashton to examine the records as to whether this Mortgage was all there was against the ~~the~~ property but the Office was closed and we put it off to the next morning. As we were going out of Mr. Ashtons Office. Mr Keing remarked that it was unnecessary for him to employ counsel that Mr. A. could act as counsel for both

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Plffs Counsel objects to the last part of the answer

12th Interrog'y by same Counsel

State if you know what portion of the property in the Saloon was sold to Geizelman was or was it not all sold; and was or was not the lease of the building sold? Do you know whether or not the furniture brought by Wm J. King from his house on Lasalle St or any and what proportion thereof was in the Saloon at the time of the sale to Geizelman and whether any or all such property was included in the sale? If yea state? Do you know what property was levied on by the Sheriff under the executions in favor of Harmon & others against William J. King and whether or not the furniture brought by King from his house

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to the Saloon was levied on by the Sheriff under those Executions?

Answer All the property in the saloon was sold to Geizelman besides all the liquors in possession of Jones & Patrick subject to a Mortgage of $300.00 The lease of the building was also assigned to Geizelman. All the furniture that Keiy had brought from his dwelling house except the cooking Stove was sold to Geizelman. All the property they could find in the Saloon was levied on all the property there was in the Saloon I suppose The levy was made on the property brought by Keiy from his dwelling house except the cooking Stove which had been sold by Keiy and a larger one bought in its place which larger one was included in the Sale & levy

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13th Interrogatory by same Counsel

State fully the conversation which was had between Geizelman and yourself in coming over from the Hamilton House to the Saloon in reference to any liens or Judgments against the property and whether or not the conversation was before the sale and the reason you had said conversation with Geizelman

Answer As we started from the Hamilton House coming on the bridge I remarked you appear to be a pretty honest kind of a Dutchman and if you dont look out you'll get shaved

or taken in I forgot which, Geigelman remarked that he should'nt do any thing until he had seen his lawyer or a lawyer I dont know which that was all that was said that I recollect until we got to the Saloon Geigelman and King had some conversation together and they concluded they would go to work and appraise the stock. This was before the sale. The reason I cautioned Geigelman was that I had a trade for the saloon with Smith McCleary for $1200.00 by which I expected to make $200.00

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14th Interrog'y by same Counsel

After the formation of the firm of H A Layton & Co where was the partnership property purchased? In Chicago or Elsewhere and who made the purchases in Chicago or the greater part?

Answer

King made the most of the purchases but in the commencement they would generally go together. Layton had'nt brass enough to go alone. Nearly everything used in the Saloon was bought in Chicago Some large purchases were made in New York about $3500.00 Mr. Geigelman got about about $1000.00 of liquors at invoice price. Layton bought about $2000.00 in N. York and King about $1500.00 The $1500.00 worth that King bought never went near the Store it was sold at Sheriffs sale

15th Interrog'y by same Counsel

State what conversation if any you had with Geizelman at or about or immediately after the sale in regard to Geizelman's knowledge or suspicion at the time of the purchase by him that King was about to leave the City?

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Question objected to by Plaintiffs Attorney because of its incompetency

Answer The next day after the sale Geizelman and I had some conversation. Geizelman remarked that they were d—d rascals and he knew they would run away as soon as they got the money

16th Interrog'y by same Counsel—

What conversation or conversations if any did you have with Henry A. Layton or with William J. King after the formation of the partnership of H. A. Layton & Co. and before sale to Geizelman in reference to the title to and interest in the partnership property State what if anything they told you in reference to their respective interests in the partnership property or the interest of any other person

Question objected to by Defts Counsel

Answer I was with King & Layton every day from the time they commenced business in Chicago until they left and had conversation in regard to their business every day. They

claimed one half each they claimed to be equally divided in it. They took the money just as they wanted it didn't make any entries kept no cash book They did not speak of any
139 one else being interested
17th Interrogy by same Counsel
Previous to the sale to Geijelmans and after the formation of the partnership had you any conversation or conversations with H. A. Layton in reference to Elisha K. King's having an interest in the firm of H A Layton & Co If yea what and when was it
Question objected to by Plaintiffs Atty
Answer I do not recollect of his speaking about Elisha K King
18th Interrog'y by same Counsel
After the formation of the partnership and before the sale to Geijelmans had you or not any conversations or conversations with William J. King in reference to his own interest or the interest of Elisha K. King in the partnership of H A Layton & Co if yea what and when was it and what was said in said conversation or conversations?
Question objected to by plaintiffs Attys.
Answer I had quite a number of conversations with Wm J. King about his interest At one time while Layton was gone to New York

Mason 48

in October I think he stated that he had managed through Todd to get the power of Attorney all right they can all of them kiss my back side now. He claimed all the property as his own and said he would give Layton half the profits He did not say anything of Elisha W. King's interest in the property.

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Examination cont'd to May 14 at 9 o'clk A.M.

May 14 Examination resumed
Present as on Saturday last

19th

Can you state when the partnership of H. A. Layton & Co was formed or about the time? if you state

Answer

It was about the last of August or early in September 1853

William White

Subscribed before me this 14th day of May 1853
H. L. Rucker
County Judge &c

Deposition of Eli F. Hollister who being of lawful age and first duly cautioned & Sworn deposes and answers as follows viz:

1st Interrog'y by E. S. Skillman Defts Atty

What is your age and occupation where do you reside and do business and are you acquainted with the parties to this suit?

Answer

I am thirty years of age & am in the carpet and upholstery business in Chicago where I reside and am acquainted with the parties

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2d Interrogatory by same Counsel

Were you acquainted with Wm J. King while he resided in Chicago? If you when did you become acquainted with him what was then his business and where was then his place of business? Were you acquainted with the firm of H. A. Layton & Co. and do you know when they first commenced business and where and what was it? and did you do business with said firm and if yea who was the man or the men with whom you transacted business and what was the nature of the business?

Answer

I was acquainted with him It was sometime in May 1853 that I became acquainted with him he was then doing a grocery business done his place of business was on Clark St Chicago between Lake and S. Water Street I think it was No 9. I was acquainted with the firm of H. A. Layton & Co I think it was sometime in the forepart of September 1853 that

[12868-15]

I first became acquainted with Mr Layton & the firm. I do not know when they first commenced they were doing business keeping an Eating Saloon or Restaraunt drink Saloon Cigars &c at the old stand of J. W. King on Clark St. I did
142 business with the firm with H A Layton and Wm J King. I sold them some carpets and oil cloth and different articles in my line at different times

3d Interrog'y by same Counsel

Which of the persons Layton or Wm J. King did you sell goods to more frequently? were you ever at the place of business of H.A. Layton & Co did you know of any person or persons acting or claiming to act as partners in the firm except H A Layton & Wm J King: and if yes whom: Did you ever hear the name of Elisha W. King mentioned as a partner in said firm: If yes when did you first hear his name mentioned: Did you ever see or know a man by that name in Chicago

Answer I dealt mostly with Wm J King. I have been at their place of business I did not know of any other person as partner except H. A Layton & Wm J. King. I have never heard Elisha W. King named as a partner and have never known of such a man in Chicago

4 Interrog'y by same Counsel

Did you at any time and if so when make an inventory and appraisement of the property in the Saloon No. 9. Clark Street? If yes when who showed you the property in what part or parts of the building was it? Have you the inventory which you made in your possession? If yes produce it and state whether it is a true and correct description of the articles appraised by you and their value and what was the total value of the articles appraised by you? State your means of judging the value of such articles and the name of the firm with which you are now connected

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Answer I took an inventory on the first of February 1854. The property was pointed out to me by the Sheriff Mr. Bradley part of it was in the first floor and the balance was in the second floor. I have the inventory or appraisal it is here produced marked Exhibit "E" and attached to my deposition. It is correct I believe; the total value is $78.06. I am and have been for 10 years past constantly dealing in the articles that I appraised there. The name of my firm is Beecher Hallister & Wilkins

5th Interrogatory by same Counsel

Did you ever see any of the articles included in your inventory previous to

the time you made said inventory? Did you ever sell any of said articles? If yea when and to whom? If you sold any of said articles State which and to whom and why you can identify the same and the person to whom sold

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Answer I saw part of them persons & that time I sold a greater portion of said articles part of them to Wm. P. King April 4th 1853 part of them May 2d 1853 also to Wm. P. King I sold the oil cloth Nov. 4. 1853 to H. A. Layton & Co. I identify the goods by the patterns and recognize them as the same goods previously sold. All the articles except the oil cloth and the pair of window Shades were sold to Wm. P. King at the dates above stated The window shades were not sold by us.

Cross Examination

1st Cross Interrogatory by S. Ashton Riffs Atty

Were you through the entire building and did you appraise all the goods of that character and description in said building and state what the particular articles were you appraised and who requested you to go and make said appraisement? who had possession of the premises and let you in when you went there and what was the condition of the goods in

said building

Answer. I am not positive as to whether I was through the whole building. I went into the second floor and appraised all the goods of that character that were pointed out to me and all that I saw there. I also appraised all that I saw on the first floor. I do not recollect whether there was a third story or not. I have no recollection of going through any but the two stories I appraised carpets oilcloths and window shades. Mr Walter requested me to go and make the appraisal. Sheriff Bradley was in possession and let me in. The goods I appraised were in their original situation carpets were on the floor &c but the furniture & goods generally were disarranged and in much confusion and disorder

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Pl. Interrog'y by same Counsel

Might there not have been other goods of the same description in the building which you did not see: and were not appraised by you and were not in your list: did you at the time you made said appraisement measure the goods or did you guess at the quantity

Answer. I think there were not any other goods of the kind in the building which were not appraised by me. I cannot answer positively there might have been other goods but I suppose

I saw them all. I did not measure them I judged the quantity as near as I could by counting the breadths and stepping off the lengths. I took the measure of the oil cloth from our books

3rd Cross Interrogy by same Counsel

146 Were not all the purchases you have mentioned as being made by Wm J. King purchased by him for the firm of H. A. Layton & Co and were not all of the last purchases made for H. A. Layton & Co and was not only a small portion of the goods purchased by King while he was alone in business? Did you not know that Elisha W. King was known and represented as the partner of H. A. Layton? And might there not have been such a person as Elisha W. King connected with said firm and in this City during all the time said firm existed without your knowledge

Answer They were not all purchased for the firm of H. A. Layton & Co. All of the last purchases were made for them; only a small portion was purchased by King while alone in business. I did not know that Elisha W. King had anything to do with it and never heard any such party represented as being a member of the firm. There might have been such a man connected with the firm and in this City without my knowing it

4th Cross Interrog'y by same Counsel

Were the goods that you appraised, at what they would bring a person desiring to go into the same business or at what you supposed them to be worth? and are your statements and answers given from your own personal knowledge or from hearsay?

145

Answer I appraised them at what I supposed them to be worth to any party that wanted to by that kind of goods. I have stated from my own personal knowledge

Sworn to & Subscribed before me this 14th day of May 1855
E. L. Ricker
County Judge &c

E. F. Hollister

Deposition of Thomas C. Byrn who being first duly sworn to answers

1st Interrog'y by E. S. Williams Defts Atty.

What is your age residence and business and how long have you been engaged in the same? Do you know the parties

Answer I am thirty one years of age & reside in Chicago. I am in the gas fitting and crockery business I have been in the gas business about five years and in the crockery about two I know the parties

2d Interrog'y by same Counsel

Did you at any time and if so when make an inventory and appraisement of certain property in the saloon No. 9. Clark Street Chicago? Did you or did you not appraise all the property of the kind and description mentioned in your inventory? Who showed you the property? is the inventory now in your possession? If you produce it and state whether it is a true and correct inventory of the property and appraisal thereof or how otherwise And what is the total value thereof and is the value therein mentioned a true and correct value of the property therein mentioned?

146

Answer I did about the first of February 1854. I appraised all the property of the kind there I saw or could find. Mr. Walton showed me the property I have the appraisal it is here produced marked Exhibit "A." and annexed to my deposition. It is all that I considered the articles worth The total value is $ 12.64. I consider the value named as a true and correct valuation

Subscribed and Sworn to
before me this 14th day of
May 1855

Thos. P. Byrn

H. L. Rucker

State of Illinois } ss
County of Cook } I Henry L. Rucker County Judge in and for said County do hereby certify that the foregoing depositions were taken by and before me under the notice and agreement hereto annexed and mentioned in the caption to said depositions that the taking of said depositions was continued by adjournment as recited above; that said witnesses severally were sworn by me in due form of law and subscribed their depositions respectively in my presence.

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Given under my hand this 14th day of May 1855

H. L. Rucker
County Judge

Exhibit "A."

2 Chicago Feby 1. 1854

Mem. of Appraisal Liquors &c by the undersigned in Store No. 9. Clark Street

1 qr cask	Brandy	# 387.38 G.	40¢ per Gal.		15.20
2 " "	Sherry wine	55 "	55 "	" "	30.25
1 " "	Brandy	# 396.38 "	40	" "	15.20
1 " "	Port wine	# 387.38 "	50	" "	19.00
1 Bl.	Ln Irish whiskey	15 "	85	" "	12.75

[12808-78]

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1 qr Cask Port wine # 378.38 " 35¢ "			13.20
1 Hf Ripe Brandy	60 " 60¢		36.00
1 Bot 11¾ Gr Pepper	9¢		1.06
8/10 M "Linons" Cigars	8$		6.40
1/10 " "Laflor" Do	8$		.80
1/10 " "Houston" Do	10$		1.00
Part Box "Yara" Do			1.00
150 Cigars			1.50
200 Do "La Legittanna"	5$ per M.		1.00
8/10 M Cigars	8$		6.40
3/10 " Do	15$		4.50
2 part Box Do for			1.50
6 Baskets Champaign "Heidsick" 4 13$ qts 2 14$ Pts			80.00
1-5 Gal Demijohn 4/ part full Port wine 35¢ pr gal			246.86
1-5 " " 4/ " " Brandy 4/ " " Demijohn			5.38
1-5 " " 4/ " " Sherry wine 55 " "			
1-2 " " 3/ " " Wine 60 " "			252.24
1-2 " " 3/ " " Brandy 4/ " "			
1-2 " " 3/ " " Portwine 55 " "			
1-1 " " 2/ " " Sherry-55 " "			
1-2 " " 3/ " " Brandy-4/ " "			
1-1 " " 2/ " " Whiskey-85¢ " "			
1-3 " " 4/ " " Gin-90 " "			
1-5 " " 4/ " " Rum-75 " "			
2 Demijohns (Empty) - 5 Gl 1-4/ = 2 Gl + 3/			

E. W. Densmore

Appraisal of Crocking & Glass ware at
No. 9. Clark St Feb. 1/54

1 Ewer		38
2 Dishes	1	
Bowl		25
Soup & Brush Tray		75
2 Laddles		33
149 6 Mugs		38
2 Cream		32
80 plates assorted	6	50
Dish 31 Nappy 15		46
Bason & Ewer	1	
Pitcher 2/ 5 punch Jugs 15/	2	12
12 Dishes Damaged		75
2 dz Coffees & Saucers	1	50
1 2/3 " " " damaged		20
6 deep Dishes	1	50
1/2 dz Coffees		63
4 Salts 40 2 bowls dayed 6		46
Earthen bottle 1/ Match Safe 4¢		16
Rolling pin .05 Keeler 2/		30
1 damaged Bar Pitcher		25
2 " " Pitchers		00
2 Figures	5	
2 Stone Jugs		30
2 " Jars		30
8 damaged tumblers		25
1 " Goblet		02
12 Decanters 1 damaged	7	50
pair vases	4	50
1 Candy Jar		44
1 Syrup 2/ 5 Goblets 8/	1	25
6 Champaines 8/	1	
14 2.3 tumblers	2	30
Pitcher 06 Bowl 19		25
2 bells damaged		38
[12508-78] 2 Casters 10/ 6/	2	
1 Spittoon		38

9 wines 9/- 6 liqurs 4/		1 62
10 Hock wines		1 50
4 Bitter 80 peppers	10	90
6 in Bowl 6/ 2 Spittoon	40	1 15
Gas Globe 4/ 4 yellow plates damgd		56
5 Dishes 9/- 13 plates 7/6		2 06
20 cups & Saucers damaged		60
Castor "		38
4 bowls 16 10 4 in 3/		54
	54	42
4/p doz Bottles c 2/		1 13
1 " ap " partly filled		75
1 china Sugar dampr		05
	56	35

A. G. Burley

Exhibit "C"

Appraisal of Stores &c

1 Coal Stove	8	00
6/p lengths Russia St pipe. 4/ 2/	3	25
3 Elbows		75
1 Iron Tooth Rake		25
1 Cleaver		38
1 Cast Iron Hammer		13
1 Lath Hatchet		18
1 Coal Scuttle		38
1 Shovel		50
1 Tin Top T. Kettle		75
1 Wash Bowl		18
1 pr Baisin 3 p 3 Tin pans each 4/		15
1 Dust Pan		9
1 Lamps		13
1 Copper Heater for Stove	1	50
1 Funnel		9
2 Waiters 1/ 1/-		38
1 Oyster Knife		25

2 Waiters 3/ 2/-		63
Lot of tin ware containing 4 shakers		
1 Funnel 1/2 Gall measure		37
1 Teawaiter		13
1 1/4 dz G. S. Plated Tablespoons	3.00	3 75
8/12 " " " Tea "	8/	66
1 8/12 " " " Forks	3.50	5 83
151 1 2/12 " Knives	2 00	2 33
1 carver & fork		25
1 G. S. Plated Salt spoon		18
3 1/2 Lengths Russia St pipe	4/-	1 75
1 Elbow		25
1 Russia Iron Drain		2 00
1 Grater 6c 1 Strainer	10c	16
1 Lfiller	1/	13
3 Round pie plates	3	9
1 Small coal Stove		4 00
2 Lengths & 2 Elbows 5 in St pipe		1 00
1 pl Zinc		25
1 W Bowls & 2 Funnels		13
1 No C Great western Cook stove		
1 Pot 1 Kettle 1 Spider & Iron Griddle		
1 Round Boiler Copper 1 Dripping		25 00
pan 1 Dipper 1 Steamer		
Stove pipe & Elbows		1 00
2 Dripping pans		25
Amt over	$	66 72
Amt brot over		66 72
2 Joy pans	1/6	38
3 Stew Do	1/	38
3 Tin "	1/	38
1 Block Tin Lamp		38
5 Tin pans & plates		18
1 cigar Lamp		38
1 Brittannia T pot		25
1 Tin " "		13
1 Folding Door Stove		6 00
2 Lengths & 2 Elbows St pipe		75

[12808-81]

1 ps Tine	25	
1 T waiter	18	
1 #3 Jewett & Roots Oplate Stove	2 50	
3½ Lengths St pipe & Elbow	1 00	
1 ps Zinc	18	
1 Poker	18	$ 80 22

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Exhibit "D"

Chicago Feby 1. 1854

Mem. of appraisal of Furniture &c in Store No. 9. Clark street made this day by the undersigned

4 High Stools 4/- 2.00 8 Swivel chairs 20/- 20$	22 00
1 Round Table 12/ 1.50 - 1 walnut Table 3$	4 50
2 Eating Stalls with fixtures	10 00
1 Desk & 2 cases Drawers	10 00
2 counters & case drawers attached	20 00
1 Crockery Cupboard	8 00
2 Framed Engravings 5$ 10.00 - 4 framed engravings 3$ 12.00	22 00
2 " Do 2$ 4 00 1 whitewood Stand 1.00	5 00
1 Wash Stand 4.50 1 Dressing Bureau & Glass 10$	14 50
1 Cottage Bedstead 4$ 1 Rocking chair 4$	8 00
3 " chairs 8/- 3.00 5 Cane bottom chairs 4/- 2.50	5 50
1 Straw Mattress 3$ 1 Feather Bed 5$	8 00
1 Grass Do 2$ 1 Do Do 2.50	4 50
1 Hair Pillow 30¢ 1 Moss Pillow 25	55
2 Blankets 3.00 4 Quilts 4/- 2.00	5 00
1 Crib Bedstead 1.50 1 cottage Bedstead 4.00	5 50
1 Side Table 5.00 1 Wash Stand 4$	9 00
1 Lounge 3.00 1 Boston Rocker 8/	4 00
1 Straw Mattress 3$ 1 Feather Bed 4$	7 00
2 Blankets 16/- 4.00 2 Sheets 4/- 1.00	5 00
1 Looking Glass 2.00 1 Marine Clock 3$	5 00
4 Bells & fixtures 2$ 1 Extension Table 15$	17 00
[2200-02] 1 Stand 1$ 3 chairs 4/- 1.50 1 Lounge 10$	12 50
1 Small Mirror 5$ 2 window Shades 4/- 1.00	6 00

1 Book case 1.50 1 Sirene 1.00 1 Crish Bedstead 1.50		4 00
1 Round Table 2 $ 1 Stand 1.00 1 Small Mirror 5 $		8 00
1 Lounge 5 $ 6 chairs 4/ 3.00 5 window Shades 3/ 1.88		9 88
1 Tablecloth 3/ 3 Maple chairs 4/ 1.50 3 common chairs 1/ 1.38		2 25
2 Kitchen Tables — 4/ Ea		1 00
		$ 243 68

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Ths Manahan

Exhibit "E"

The Aprized value of the following Goods by E. F. Hollister

47 3/4 Yds Oilcloth 6/ per Square yd			
" " Do on lower Hall & Stairs 3/			
About 25 Yds Cotton Carpet @	15c	35	81
Do 30 " " & Wool Do "	2/	3	75
" 28 " Wool Ingrain " "	4/	7	50
" 32 " Simon Dutch "	2/	14	
" 15 " Wool "	28c	8	
1 Pair window Shades	5.00	4	20
		5	
		78	06

Chicago February 1st 1854

Exhibit "F"

Chicago February 1st 1854

Estimated worth of Gas Fixtures in the house occupied by L. King No 9 Clark st viz

2 Olive Pillar 1 lights — 1 $		2 00
2 Gilt Pendants 2 " — 2.75		5 50
4 " Brackets 1 " — 63 c		2 52
1 " Do 2 " —		2 00
1 Furscha Glass shade		62
		$ 12 64

The defendant then rested

This was all the testimony introduced in this cause either on the part of the plaintiff or of the defendant

The plaintiff then asked the Court to give to the Jury the following instructions

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If the Jury believe from the evidence that the plaintiff Geiselman purchased the property in question from Henry A. Layton & Elisha W. King in good faith & paid them the full price & value thereof and took possession of the same. And that at the time of sale they sold the same as their own property & Geiselman purchased said property from them as their property. And that afterwards whilst said property was yet remaining in Geiselmans possession the defendant took the same from him upon an execution against William J. King Then the burthen of proof is with the defendant to show that said property was the property of William J. King and not the property of Henry A. Layton & Elisha W. King and in order to prove this the defendant must show by Competent proof property in William J. King and if the jury believe that the defendant has failed in his proof of ownership in this particular then the law is for the plaintiff and the jury must find for him and assess his damages at what the property was worth at the time the same was so taken from the plaintiff and interest on the same from the time of taking until the time of the finding by the jury for him

"Given"

If you believe from the evidence in this cause that the ~~evidence in this cause~~ witness Mr White has

intentionally sworn false as to any material fact in this cause you are at liberty to disregard his Evidence

Given

2d If the Jury believe from the facts and circumstances given in evidence in this cause that the positive statements sworn to by White are false you are not bound to believe said statements and in deciding the issue in this cause the Jury have the right to take into consideration the conduct of said White in his connection with the transaction of the sale from Layton & Co to the plaintiff in determing the credit you will give to his evidence

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Given

3d If the Jury shall believe from the evidence that the plaintiff acquired a good and valid title to the property in dispute by purchase from Layton and Elisha N. King and that the same was taken by the defts as charged then the plaintiff is entitled to recover the full value of the property at the time the defendant levied thereon with interest from the date of said levy.

Given

If the Jury believe from the evidence that William J. King was the agent of Elisha N. King to conduct for said Elisha N. King the Saloon business in the City of Chicago and that the said William J. King as such agent formed a copartnership between said Elisha N. King & Henry A. Layton under the name & style of Henry A. Layton & Co and as such were openly & publicity carrying

on said business. Then the law is that said firm had a lawful right to sell and dispose of their partnership property and if the jury are satisfied from the evidence that Seiselman the plaintiff purchased for good consideration the partnership property of said firm of Henry A Lawton & Co and took possession of the same he thereby acquired a good title and was the owner of the same and the jury should find for him and assess his damages

1556

That fraud is never to be presumed against a party but must be proven by the person alledging the same or by some sufficient proof in the case

Given

which were severally given by the Court to the giving of each of which instructions the defendant then & there by his counsel excepted

The defendant then asked the Court to give to the Jury the following instructions

1st If the Jury shall believe from the evidence that after the delivery of the executions to the Sheriff on the 29th day of October 1853 William J. King had or owned any interest in the property levied on by the Sheriff either as a partner with Lawton or in any other way then the interest of said King was subject to the lien of the executions from the date of their delivery to the Sheriff and

Given

the defendant had a right to take possession of the property and to sell the interest of said King in the same under said Executions and no sale by King to the Plaintiff could defeat the right of the Sheriff to
157 levy and sell and the plaintiff cannot recover for said property

2 That the question before the Jury in this case is the Ownership of the property at the time the Executions were placed in the hands of the Sheriff of Cook County and if William J. King owned the property levied on or had an interest therein as a partner at the time of the delivery of the Execution to the Sheriff such interest was subject to the lien of said Executions and to a sale under the same and the plaintiff cannot recover

Given

3 If the Jury shall believe from the evidence that Elisha M. King was not a partner in the firm of M. A. Layton & Co at the formation thereof and that the Capital Stock of said firm was paid in by William J. King or by him and Layton and the purchases of goods made by William J. King in his own name or in the name of M. A Layton & Co & with his own or with his or their money or upon his or their credit then the interest of said William J. King in said property could not have become vested in Elisha M. King if any such trust ever existed except by the voluntary conveyance by William J.

Given

King to him or by the operation of Law & no power of attorney executed by Elisha N. King after the investment of such capital stock or the purchase of the goods by William J. King or by him Layton could have effected in any manner the interest of William J. King previously acquired in the property

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4 If the Jury shall believe from the evidence that Layton William J. King entered into a partnership and purchased property and did business together as partners in the month of September 1853 and continued in business as such partners up to the 15th day of October 1853 then the interest of said partners in said property could not be effected or altered by any power of attorney given by Elisha N. King to William J. King on the said 15th day of October 1853

Given

5" If the jury shall believe from the evidence that the only authority William J. King had to act for Elisha N. King was in the event of the said Elisha N. Kings entering and engaging in the business of keeping an eating and ~~drinking~~ drinking saloon in Chicago subsequent to the 15th day of October 1853 and that before the said 15th day of October N. A Layton & W. J. King had established and were keeping an eating and drinking Saloon in Chicago such power of attorney did not give any authority to William J. King to act for Elisha N. King in regard to the business of the Saloon owned and kept by N. A. Layton and William J.

Given

Given

King to him or by the operation of Law & no power of attorney executed by Elisha N. King after the investment of such capital stock or the purchase of the goods by William J. King or by him Layton could have effected in any manner the interest of William J. King previously acquired in the property

158

4 If the Jury shall believe from the evidence that Layton William J. King entered into a partnership and purchased property and did business together as partners in the month of September 1853 and continued in business as such partners up to the 15th day of October 1853 then the interest of said partners in said property could not be effected or altered by any power of attorney given by Elisha N. King to William J. King on the said 15th day of October 1853

Given

5" If the jury shall believe from the evidence that the only authority William J. King had to act for Elisha N. King was in the event of the said Elisha N. Kings entering and engaging in the business of keeping an eating and ~~drinking~~ drinking saloon in Chicago subsequent to the 15th day of October 1853 and that before the said 15th day of October N. A Layton & W. J. King had established and were keeping an eating and drinking Saloon in Chicago such power of attorney did not give any authority to William J. King to act for Elisha N. King in regard to the business of the Saloon owned and kept by N. A. Layton and William J.

Given

Given

King previous to that date.

which were severally given by the Court to the giving of each of which the plaintiff by his counsel then & there excepted

The Jury thereupon retired and afterwards came into Court & rendered the following verdict:

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We the Jury find the defendant guilty and assess the damages at two thousand four hundred and ninety five ($2495.00) dollars

O. W. Brown
A. S. Kinyon
Robert Barclay
J W Bishop
John A. Allen
Thomas Wilson
Chauncey Mattoon
Levi Brown
F Wagner
Samuel C Fetts
Charles Norris
T. R. Welch

The defendant then filed a motion for a new trial as follows

Cyrus P. Bradley
ads
Michael Geiselman
} Kane Circuit Court

And now comes the defendant by E. S. Williams his attorney & moves the Court for a new trial herein for the following reasons.

1st That the Court erred in giving the instructions asked for on the part of the plaintiff.

2d The Court erred in excluding testimony

offered by the defendant & in admitting testimony offered by the plaintiff

3d Because the verdict is against the law & the evidence

4th Because the damages are illegal & excessive

E. S. Williams
Defts Atty.

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And thereupon comes the plaintiff and by leave of the Court remits the sum of $202.57 from the amount of the verdict. The motion for new trial after argument heard was overruled by the Court to the overruling of which motion the defendant by his counsel then & there excepted & prayed the Court to sign & seal this his bill of exceptions which is done this 11th day of March A.D. 1859

Isaac G. Wilson

Filed March 11th 1859
P. R. Wright Clerk

And afterwards to wit on the 19th day of March A.D. 1859 there was filed in the said Office of the Clerk of said Court an appeal bond which is in the words and figures following to wit:

Know all men by these presents that we Lyons P. Bradley as principal and John C. Williams Joel C. Walter and Charles L. Warren as securities are held and firmly bound unto Michael Geiselman in the penal sum of four thousand dollars to be paid to the said Michael Geiselman or to his certain attorney executors

administrators or assigns for which payment well and truly to be made we do bind ourselves our heirs executors and administrators and each and every of them jointly and severally firmly by these presents.
Sealed with our seals this 11th day of March AD 1859.

161 Whereas at the February Term of the Kane County Circuit Court AD 1859 Judgment was rendered by said Court in favor of the above named Michael Geiselman and against the above bounden Cyrus P. Bradley for the sum of Two Thousand two hundred and Ninety dollars and forty three cents damages besides costs of suit - and whereas the said Cyrus P Bradley has prayed an appeal from the said Judgment to the Supreme Court of the State of Illinois Now therefore the condition of the above obligation is such that if the above bounden Cyrus P Bradley shall duly prosecute the said appeal and will pay or cause to be paid the said judgment costs interest and damages in case the said judgment shall be affirmed then the above obligation to be void otherwise remain in full force & virtue

C. P. Bradley (seal)
John C Williams (seal)
Joel C. Walter (seal)
C. L Harmon (seal)

Filed March 19th 1859
P. R. Wright Clerk

State of Illinois
Kane County } ss I Paul R. Wright Clerk
of the Circuit Court of said Kane
County do hereby certify that the foregoing is a true
perfect and complete transcript of the Record in a
certain cause in said Court wherein Michael Geiselman
was Plaintiff and Cyrus C. Bradley was defendant
including the summons & Return thereon all the pleadings
in the cause the transcript of the Record in said cause
in Cook County Court of Common Pleas Bill of Exceptions
and appeal Bond and all orders made by the said
Circuit Court and entered of Record therein as appears
from the Records of said Court and the files in my
office

Witness my hand and the seal of said Court
at Geneva in Said County this 26th day
of March A.D. 1859

P. R. Wright
Clerk

Supreme Court.

State of Illinois:
Third Grand Division.

Cyrus P. Bradley
appellant
vs
Michael Geisleman
appellee

Appeal from Kane.

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And now comes the said appellant by Williams, Woodbridge & Grant his attorneys and says, that in the record and proceedings herein and in the judgment there is manifest error, in this: that the judgment should have been for the said Bradley in the court below and not for the said Geisleman.

And the said appellant sets forth the following special causes of error.

First the court erred in giving the instructions asked for by the plaintiff in the court below.

Second: The court erred in overruling the motion for a new trial.

1st Because the verdict is against the law and the evidence

2d Because the damages were excessive & not justified by the testimony.

For these and other causes the appellant prays the court to reverse the judgment in this cause.

Williams Woodbridge & Grant
For Appellant.

(12908-09)

And said appellee Geiselman comes by T. Lyle Dickey & joins in error & says that there are no such errors in said judgment & proceedings as appellant has alleged & asks that said judgment may be in all things affirmed —

T. Lyle Dickey
for appellee