

13909

No. _____

Supreme Court of Illinois

Swift et al.

vs.

Cartle

71641  7

Postpaid
No. 355

Richard R Swift et al
vs
Emeline Castle et al

Filed May 17. 1858

St. Louis
Mo

United States of

North America

State of Missouri } S.S.
(County of Grundy)

Shews before the Honorable
Jesse O. Nelson, Judge of the
Grand Jury Circuit Court, and
Judge for the County of Craven
and State of Illinois at a regular
Term of said Circuit Court
Court begun and holden at the
Court House in the City of Morris
in said County & State on the
fourth Monday it being the twenty
second day of March in the year of
our Lord one thousand eight hundred
and fifty eight, and of the Independence
of the United States the Eighty
third.

resid)

The Hon. Jesse O. Norton Judge
T. A. Bartleson Pros. Atty.
A. C. D. Wallace Sheriff of Grundy Co.
Wm. A. Kiersted Clerk

It is remembered that on the 25th
day of February one thousand eight hundred
and fifty eight there was filed in the
office of the Clerk of the court a certain
Transcript, Stipulation and order which with
their endorsements are as follows Viz:

United States of America
State of Missouri J. O. D.
Law Page County J. O. D.

Now before the Honorable
Jesse O. Norton presiding Judge of the Circuit
Judicial Circuit in the State of Missouri at
a special term of the DuPage County Circuit
Court begun and held at Paperville in said
County in compliance of the Statute in relation
made and proceeded on attending the
day of January in the year of our Lord
thousand eight hundred and fifty eight
of the Circuit Court of the State of Missouri
eight hundred.

James D. McKim, Judge
S. W. Richardson, State Attorney
James A. Mundy, Sheriff
County of Cook, Ill. Circuit Court

And afterwards to wit on the 15th day of February
at said special term A.D. 1858 entered on the
Record of the proceedings of said Court is the
following entry to wit

Cynthia Castle

by her friend Amos Bennett

vs

Richard S. Craft

Joseph T. Sullivan et al

Bill change of

venue from

Cook County

and motion the death of Joseph T. Sullivan is
suggested and by agreement this cause is to be
heard at the Judge's Chamber in District on
the 15th day of February A.D. 1858 at 2 o'clock
P.M. and that the order & decree there rendered
be entered out of the present term of the Court

In the Judge's Chamber Court in Chicago
Cynthia Castle who was by her next friend
Amos Bennett

vs

Richard S. Craft and others

Bill change of

venue from

Cook County

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It is agreed that the papers in this cause so far
as taking depositions is concerned shall be
regarded as now closed - (Except that if any
cause has delayed the taking of the depositions
of A. F. Ferrisworth the same may be hereafter
taken) - And that no deposition shall be
read at the hearing (with the ^{above} exception)
unless filed with the Clerk of the Law Judge
Circuit Court or delivered to the Judge
(where) on or before the 10th day of February
1858. It is further stipulated that the venue
in this cause shall be changed to the
Circuit Court of Sumner County and be
heard at the next term thereof - and if either
or any of the parties desire to bring error to
the Supreme Court - It is agreed that the other
will enter their appearance at the next term
of the Supreme Court

Dated Feb'y 15th 1858

W. S. Burgess, Att' for Defts

J. H. Decker for Complaining

And now on reading and filing the
petition as above set forth,

It is ordered by
the Court that the same in this cause be
changed to the County of Sumner and that
the Clerk of the Law Judge Circuit Court
hereby used properly certify the papers herein
to the Clerk of said Sumner Circuit Court

State of Indiana }
Daviess County } 1858

I the undersigned Clerk of the Circuit Court in and for said County do hereby certify that the foregoing is a true Copy of the Record of a motion in the above entitled cause and the enclosed stipulation the only paper now in my possession.

L. S. C. C.

In testimony whereof I have hereunto set my hand and affix the seal of said Court at Nashville this 18th day of February A.D. 1858
Wm. J. G. Clerk

on which there is an endorsement in the words and figures following to wit:
Castle

Swift et al.

Transcript from Docket
dated Feb 20/58
Wm. J. G. Clerk

In the Daviess Circuit Court in and for
County of Daviess who are by their next friend
Amos Bennett
vs
Richard A. Swift and others }
of said County

It is agreed that the proofs in this cause
as far as taking depositions is concerned
shall be regulated as now allowed (Except
that if any cause has delayed the taking of
the depositions of J. F. Turnaworth the same
may be hereafter taken) and that no deposition
shall be read at the hearing (with the above
exception) unless filed with the Clerk of
the District Circuit Court or delivered to
the judge thereof on or before the 14th of
February 1858. It is further stipulated that
the venue in this cause shall be changed
to the Circuit Court of Grundy County and
be heard at the next term thereof - And if
either or any of the parties desire to bring
error to the Supreme Court - it is agreed
that the other will enter their appearance at
the next term of the Supreme Court

Witness my hand this 15th day of February 1858

W. C. Rogers Atty for Depts
J. L. Heston Atty for Compliments

State of Illinois, 2nd
1st District Circuit 3rd

On reading and filing
the within Stipulation it is ordered by the
undersigned Judge of said Court that the
venue in this cause be changed to the
County of Grundy and that the Clerk of
the District Circuit Court transmit

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and hereby certify the papers herein to be the act
of said County Circuit Court given under
my hand and seal at Columbus 15th
February 1858.

J. C. Norton, Clerk
Judge 11th Judicial
Circuit Office

and which there was an endorsement of the
Words and figures following to wit
Tulsa vs Court

Castle 3
Swift et al 3
Filed February 16th 1858

John Lee Clerk
Filed Feb 23/58
Wm A. Kersted Clerk

and that afterwards on the 26th day of
March 1858 a

Bill of Complaint
was filed in said office in the Words
and figures following to wit.

By the honorable George Allamance
Circuit Judge of the 11th Judicial
District in the State of Georgia & Judge
of the Circuit Court of Cook County

in January sitting, I am certain Eneline
Cottle by her next friend Amos Bennett
brings the her bill of complaint
and, sheweth to your Honor that before and on
the nineteenth day of November A. D. 1848 -
she was sole and unmarried and was
the owner in fee of certain real estate
in said County of Cook - more or less
and more or less of the North West quarter and
the West half of the North East quarter of
Section Eighteen in Township forty two North
of Range Eleven East of the 3rd principal
meridian, containing ~~containing~~ two hundred
and thirty seven ⁸⁰ ~~100~~ acres - Except about
sixty acres thereof lying on the east side
of the Chicago & Alton Henry County Road -
and also was the owner of and possessed
a considerable amount of personal property
embracing a span of steel mares a span
of gray ~~mares~~ ^{mares}, ten cows and heifers -
two hogs, two sets of harness and a
wagon and a sleigh two plows, two
harrows and other farming utensil and a
quantity of produce and certain crops
raised upon said land also a quantity
of silverware and other household furniture
and at that time her name ^{at that time} was
Eneline Bennett.

I am certain further

know that ~~at~~ⁱⁿ about the said thirteenth
 day of November 1848 a marriage was
 intended to be had and solemnized between
 your oratrix and Edward S. Cottle (whose
 wife your oratrix now is) and in contemplation
 of said intended marriage a certain deed
 was executed respectively by your oratrix, and
 one Thomas Whitlock and said Edward S.
 Cottle under their seals respectively whereby
 (after reciting that such marriage was intended
 and that your oratrix was possessed of
 said real and personal property, and that
 said E. S. Cottle was consenting thereto)
 your oratrix transferred and conveyed
 to said Whitlock said real and personal
 property together with the increase thereof
 upon certain trusts and for certain uses
 and purposes and subject to certain powers
 and obligations amongst which were the
 following: viz that until the solemnization
 of said intended marriage said Whitlock
 should hold said property to and for the
 sole use of your oratrix, and pay over
 to her or empower her to receive for her
 own use all the rents income and profits
 arising from or out of the same
 and that your and after the solemnization
 of said intended marriage said Whitlock
 should collect and receive the rent

income and dividends of said trust estate or of any estate or property which might be substituted therefor as therein after provided so often and whenever the same might be due and after deduction of all incidental expenses should pay over the same to the said Combs upon his sole and separate receipt and free from the control or interference of any person whatsoever during the coverture with the said E. S. Castle Esq. That said Willcox should have power with the approbation or at the request of the said Combs expressed in writing to sell and dispose of the said trust estate or any part thereof and the proceeds invest in other personal or real estate or deliver the same over to your credit according to her written direction and the estate hereinafter should be held by said trustee for the same uses and purposes and upon the same trusts as were declared in said deed of and concerning the property first therein mentioned and might be sold and the proceeds reinvested from time to time in trust in manner aforesaid.

It that in case of decease or resignation by said Willcox of the said trust he and his legal representatives should convey transfer and pay over the whole of said

trust
 estate then held by said person or
 might be appointed in writing by your
 estate and such new trustee should have
 all the power and should hold said
 trust estate subject to all the provisions
 therein set forth and in like manner other
 new trustee might be appointed from
 time to time as occasion might require.
 And by said deed said C. H. Cottle
 did covenant and agree to and with
 said Willcox that if said intended marriage
 should take effect he should and would
 permit and suffer said estate to give
 grant and dispose of her separate estate
 as she should think fit in her lifetime
 and to dispose of the same by will or
 otherwise. And by said deed said Willcox
 did accept said trust and did engage
 to hold and manage the same upon
 the trust and for the uses therein
 declared and said Cottle by said
 deed did further covenant that he would
 not interfere with said trust estate otherwise
 than in conformity to the provisions of said
 deed.

A copy of which deed is herewith filed
 and marked "Exhibit A" and your estate
 pray that the same may be taken as a
 part of this bill of complaint.

Cottle &
 agent

Your contract further sheweth unto your Honor
that after said deed was duly executed and
recorded on or about the date thereof and
afterwards on the 14th day of November A.D.
1848 your contract with said Edward H. Castle
was duly solemnized in the City of Chicago
in said County of Cook by the Rev.
Wm. C. Hanly a minister of the gospel
duly authorized to solemnize marriage
by the laws of this State.

Your contract further sheweth that during
the year A.D. 1850 said Thomas Whitlock
trustee of the trust aforesaid which
he had then taken upon himself left this
State and removed to California and
wholly neglected his duties as such trustee
and by reason thereof said trust property
was likely to suffer and thereupon
afterwards upon the petition of said
Edward H. Castle and your contract in that
behalf made to the Cook County Court
of Common Pleas and the Chancery side
thereof (and of which said Whitlock had
due notice and in which proceeding he
appeared in said Court by attorney) said
Thomas Whitlock was by order and decree
of said Court removed from his said office
of Trustee as aforesaid and one Joseph
Peterson was by the order and decree of said

Court appointed to said trust and it was further ordered and decreed by said Court that said Whitlock should within or five days after the entry of said decree convey said trust property to said Joseph Tilton as such trustee to be held upon the trust and for the uses mentioned in said deed first above mentioned which decree remains of record in said Court, a copy of which decree is herewith filed as a part of this bill and marked Exhibit B. from which its terms and conditions more fully appear. Your oratrix further shows that afterwards or or about the 28th day of February A.D. 1851 and more than five days after the entry of said decree the said Whitlock having failed to make conveyance as required by said decree about six or seven weeks in arrears for said court in obedience to said decree made and executed a deed of conveyance by which said trust property was transferred to said Joseph Tilton as such trustee which deed was about that time duly acknowledged and recorded a copy of which deed is filed here with and marked Exhibit C and prayed to be taken as a part of this bill and that said Joseph Tilton accepted said trust

Exhibit B.
referred to

Exhibit C
referred to

and has held and received the same ever since.

Your petition further shows unto your Honor, that afterwards and about the 13th of November A. D. 1851 said Joseph Feltman as said trustee and acting under the authority conferred upon him by said decree and by said deed made by said Justice in Chancery and with the written consent and authority of your Honor with the proceeds of a part of said property so held in trust by said Joseph Feltman for the use of your petition bought from allproun H. Lytle and John Lytle all that piece of land lying on the South West of the Centre of the plank road and being in the North half of the South half of the South West quarter of section Thirty one Town forty north of Range forty two East of the 3rd Principal Meridian containing twenty three acres more or less and the same was conveyed to him as trustee for your petition by a deed duly executed by the parties thereto which deed was about that date duly recorded in the proper office. A copy of which deed is herewith filed and marked Exhibit D. and which is filed as a part of this bill to which reference is made for the terms and condition thereof which

Exhibit D.
referred to

property so conveyed by said deed. Your
 bill is designated hereinafter in this
 bill of complaint as the Acquired Property.
 Your estate further shows unto your Honor
 that afterwards and about the 1st of June
 A.D. 1852 said Joseph Fulkner in further
 execution of said trust bought for the use
 and benefit of your estate and paid
 for the same with the proceeds of a part
 of said trust property so held by him, and
 by and with the written consent and direction
 of your estate in that behalf given, a
 certain other parcel of real estate known as
 lot five in block forty nine in the Canal
 Trustee's subdivision of Section 4 of
 Township thirty nine North of Range fourteen
 East of the third principal meridian lying
 within the limits of the City of Chicago
 between Lake Street and Park Avenue
 and bounded on the West by Paulina
 Street which lot for brevity will be called
 in this bill hereafter "The Park Avenue property".
 Your estate further shows that said Park
 Avenue property was bought as aforesaid
 from Anne Taylor and Gordon Taylor
 Charles Taylor and Sophia Taylor and
 a contract for the purchase and sale
 thereof was executed by the said Taylors
 and also by said Fulkner, and by said

Exhibit C
referred to

E. N. Cullen and by your order a copy
of which contract is herewith filed and made
Exhibit C. and made part of this bill and
reference is made thereto for the nature
substance, terms and conditions thereof
Your order further state and show that
in compliance with said last mentioned
agreement the whole of said Park Avenue property
mentioned in said last aforesaid agreement
has been fully paid by said Joseph Feltman
out of funds belonging to said trust having been received from David Joseph Feltman
from the profit income proceeds of said trust
property so held by said Joseph in trust for
the use of your order and that in equity
she is entitled to have a deed made for the
same to said Joseph Feltman as trustee as
aforesaid for her use and benefit in accordance
with the provision of said anti-nuptial deed
under date of Nov 3rd 1848 and your
order further show unto your Honor
upon her information and belief that
said Holston Property is now worth in
money about twenty three thousand dollars
and that said Park Avenue Property is
worth about fourteen thousand or fifteen
thousand dollars
Your order further showeth that during
her coverture with said E. N. Cullen and
before the 3rd day of May A. D. 1846 there
was loan to your order and said

E. H. Castle two children one of whom died
 in infancy and the other is now a daughter
 near two years old. Your exhibits further
 show that she is infirmed and believes and
 she charges the fact to be that on or about
 the 22nd day of April A. D. 186
 William Colby and one John E. Thatcher
 (of the firm of Thatcher Carr & Co) claiming
 that one E. H. Castle commonly called
 Smith Castle was indebted to W. J. Colby and
 also that said E. H. Castle was indebted to
 said Thatcher Carr & Co. and before one S. A.
 Skelton a Justice of the Peace in and for
 Cook County and made complaint in
 writing against said Edward H. Castle and
 said Joseph Feltman and one John S. Clark
 for an alleged conspiracy with said E. H. Castle
 to cheat and defraud said Colby and to cheat
 said Thatcher Carr & Co and for other alleged
 frauds and said said out from said Justice
 of the Peace a warrant for the arrest of
 said accused a copy of which complaint
 in writing and also of said warrant
 is herewith filed and marked Exhibit
 1st and made part of this bill and
 caused said E. H. Castle Joseph Feltman
 and John S. Clark to be arrested by
 virtue thereof.

Your exhibits further charges

Colby &
 referred to

upon information and belief that before
causing said arrest to be made the said
Colby and Frisbee or one of them accompanied
by a lawyer John C. Farnsworth called on
said E. A. Castle and proposed and requested
that he should pay to them the amount they
respectively claimed from E. A. Castle stating
in substance that if he chose to do so well
and good - otherwise they said they had a
criminal prosecution ready for him and others
and an officer at the door and would make
the arrest immediately. Your orator further
charges upon her information and belief
that said demand for such payment
being refused said Colby and Frisbee
called in an officer who was then waiting
for that purpose at the door and caused
said E. A. Castle & Joseph Fittin and
John R. Sutt to be arrested and taken before
said Justice of the Peace for examination
upon said complaint and upon the affidavits
of the accused the hearing of said examination
was postponed until a future day and as
your orator is informed and believed
until the twenty fifth day of April 1880.

Your orator further charges upon her
information and belief that afterwards and
while the above prosecution was pending and
undetermined. Wm. S. Lord, John R. Johnson

Benjamin C. Thurston and one A. D. Titcomb made another complaint in writing and under oath before said Justice of the Peace charging said E. H. Cook, J. Sullivan, John L. Clark and Elijah C. Parker with having fraudulently conspired together by false pretences and subtle devices fraudulently to obtain and acquire to themselves from A. D. Titcomb & Co and seven others large quantities of goods and to cheat and defraud said persons respectively, and thereupon said Justice of the Peace of the Peace a Warrant for the arrest of said persons so accused to be examined upon said charge a copy of which complaint and warrant is herewith filed marked "Exhibit I" and made a part of this bill of complaint - and that afterwards the persons named in said writ ^{as} accused were arrested by virtue of said warrant and taken before said Justice of the Peace and by the consent of the accused and of the conducting said prosecution - and at the request of said Justice aforesaid, said persons so accused were by the officer holding said warrants taken before Oliver DeWolf Esq a Justice of the Peace in and for said Cook County on or about the 26th day of April A. D. 1856 for examination

Exhibit I
signed by

upon said charges, and then and there
before said Justice Dewolf and by the
consent of all ^{the} parties the hearing of said
examination was postponed until a future
day. And your order further charges
upon her information and belief that while
said prosecutions were pending and undetermined
and before the same were dismissed it was
completely and unhesitatingly agreed by and
between said Edward H. Castle on the one
part with the knowledge and acquiescence
of the said Chas^d Tilton & and with said
C. T. Colby, and said John E. L. Fisher and
said A. D. Fitzworth and said Mrs. S. Bond
and said John H. Peterson and said R. C.
Thompson — Trenchard and one D. L.
Quarrier and other alleged creditors of said
E. H. Castle or with some of them acting
in person or by their attorneys at law, that
said E. H. Castle should execute the several
promissory notes mentioned and described
in the deeds of trust hereinafter mentioned
as Exhibit A & Exhibit J and should
in addition thereto pay and secure to said
creditors or some of them in distinct parcels
about the sum of twenty one hundred
dollars alleged to have been expended and
incurred in preparing and conducting

said prosecution and in attempting to secure ^{the} promissories against said C. & G. Co and that the payments of said promissory notes should be secured by a deed of trust upon said property of your oratrix heretofore in this bill called the Park Avenue Property to the amount of about \$9529.86 and interest and that the payment of the residue of said promissory notes amounting to about \$3890.34 and interest should be secured by a deed of trust upon said property of your oratrix heretofore in this bill called the Golden Property and that in consideration thereof said criminal prosecutions aforesaid and which were then pending before said Justice DeHolt should cease and be proceeded no further.

Your oratrix further charges upon her information and belief that afterwards and in pursuance of said unlawful and corrupt agreement on or about the 2nd day of July A.D. 1886 said promissory notes were executed by said C. & G. Co and delivered to John P. Hinckley an attorney at law who received the same in behalf of the payees thereof respectively. Your oratrix further shows that afterwards and in pursuance of said unlawful

and corrupt agreement on or about the
3rd day of May A.D. 1886 and while said
criminal prosecution was still pending as aforesaid
before said Justice DeWolf as she is informed
and believes said John F. Tommaworth and one
A. D. Whitman (was one at that time as she
is informed and believes acting in that
capacity as the attorneys of the payees of said
several promissory notes or some of them)
and said Joseph Fittin and one William
A. Davis (a Notary Public of said City of
Chicago as she is informed and believes) came
to the residence where your Ontario then dwelt
upon said Park Avenue Property and then
and there said O. A. Castle your Ontario and
said Joseph Fittin as Trustees as aforesaid
executed said two deeds of trust copies of
which are herewith filed as part of this
bill of complaint and marked "Exhibit
A" & "Exhibit B" respectively and to which
reference is made for the nature contents
purpose terms and conditions thereof which
said deeds of trust were then & there respec-
tively acknowledged by the parties executing
the same before said Wm. A. Davis a Notary
Public as aforesaid by which said deed of
trust set out in said Exhibit A and said
Park Avenue Property was conveyed to Richard
A. Swift as trustee to receive the payments

of about \$9529.86 and interest as
 specified therein and by which said deed
 of trust set out in "Exhibit D" aforesaid
 said Real Estate Property was conveyed to said
 Richard K. Swift as trustee to secure the
 payment of about \$3,870.34 and interest
 as specified therein. From and
 further charges upon her information and
 belief that the only consideration and inducement
 for the execution of said promissory notes
 was that said criminal prosecution should be
 no further prosecuted and that said prosecutions
 were after the execution of said promissory notes
 and said trust deeds to said Swift no further
 prosecuted but abandoned. From and
 further charges upon her information and
 belief that as a further condition of the
 abandonment of said prosecution by the said
 persons by whom said prosecutions were
 instituted and prosecuted it was demanded
 by them or some of them or by their attorney
 that the said several persons who had then
 then arrested and accused or some of them
 should execute releases under their respective
 seals releasing the several persons by whom
 said prosecutions were instituted and
 prosecuted or some of them from all liability
 to the said several persons then arrested

and accused or some of them on account
of such arrest and prosecution and that
such releases were ^{accordingly} executed. Your Exalted
Majesty that said deeds of trust to said
Swift set out in said Exhibit A and said
Exhibit D. are not valid as against your
Exalted Majesty and ought to be set aside and for-
naught held because said deeds are unwar-
ranted by the provisions of the deed set out
in Exhibit A. and that the said Joseph
Fulkin as trustee for your Exalted Majesty had no
power or authority to execute the same in
that behalf because ^{among} other reasons the
said conveyances were not made for the
purpose of reinvesting the proceeds in other
property personal or real to be held upon
the same trusts for the benefit of your
Exalted Majesty nor for the purpose of delivering
over the proceeds aforesaid to your Exalted Majesty
but for the purpose of appropriating the
proceeds to a purpose in no way beneficial
to your Exalted Majesty and for the payment of
sums of money she was in no way in duty
bound either legally morally or in
conscience to pay and although it is
provided in said ante nuptial deed
set out in Exhibit A. aforesaid that the
purchaser shall not be bound to see to

the application of the purchase money
 in case of a sale of the trust property -
 still your oratrix insists he is not thereby
 permitted to become a party to the misap-
 plication of the proceeds and further that
 that provision does not authorize a consequent
 power to the purchaser to be for a purpose
 not specified by said inter-nuptial deed
 Your oratrix further charges and insists
 maintained as said deeds of trust set out
 in Exhibit H & Exhibit C. aforesaid were
 given and received as aforesaid for the sole
 purpose of consummating and carrying out
 an unlawful and corrupt contract and
 one which was improperly made against public
 policy and to secure promissory notes founded
 solely upon an illegal and corrupt
 consideration that the said grantee therein
 ought not in equity and good conscience
 to be permitted to enforce the same but
 that said deeds ought on that account to
 be set aside and for nought held -
 Your oratrix charges that she was induced
 to execute said deeds set out in Exhibit H.
 Exhibit I. by undue and improper
 influences and account of which said deeds
 ought in equity and good conscience
 to be set aside

Her mother shows into your honor that
at the time of the execution of said deeds
she was in feeble health and had been
for some weeks that she was at that time
pregnant and laboring under afflictions
sometimes incident to such condition which
confin'd her to her house and but very fill'd
her to sustain and bear the trials she was
con'd upon to meet and endure that for
about ten days and nights previous to the
execution of said deeds her husband was
laboring under the most intense anxiety,
excitement and mental distress, and
apparently bordering on insanity, that
while she never doubted the innocence
of her husband yet she knew that he
had aided and assisted said P. S. Hunt
by endorsing for him and other acts
of business which were capable with
misconstruction and misrepresentation of
being used with some effect against
him she was told that the prosecution
was supported by a large number of the
most able and influential lawyers in
the city of Chicago and was sustained
by the money and influence of a long
list of influential merchants and business
men - she read in the daily newspapers

startling statements of a notorious and
 openable that might be expected which
 appeared in the papers from time to time
 she was told from time to time that the
 public generally were very much excited
 against her husband she was advised that
 E. S. Castle was to be a witness for the pros-
 ecution and she had known before that time
 that he entertained a deep hatred against
 her husband and she believed him to be
 utterly unscrupulous and capable of any
 wickedness to save himself from prosecution
 and gratify his hatred of her husband and
 she feared with the support of the merchants
 and business men engaged in the prosecution
 and the countenance of the public press she
 might be able to present such a combination
 of circumstances as would result in the
 conviction and sentence of her husband to
 the Penitentiary. During this time one
 night ~~before~~ ^{at} dark but before ordinary bed
 time Mr. Cannon (the husband of a sister
 of your orator) who had gone down into the
 business part of the City while on his return
 to the home of your orator wearing the
 overcoat of said E. S. Castle and riding in
 the buggy and driving the horse usually
 used by the husband of your orator's ^{was at your orator's} home

then informed and believed suddenly and
silently attacked in the street by two men
to him unknown in the dark and badly
bruised and his overcoat cut in several
places with a knife but (as your oratrix
was informed and believed) the assailants
immediately left him upon hearing his
voice and fled your oratrix could not
escape the conviction on her mind that the
attack was made by some persons who
intended to take the life of her husband and
supposed at the time to be Mr. E. S. Castle
until they heard his voice she was also
deeply impressed with the idea that this
attack (as well as the prosecutions) proceeded
in some way from the hatred of E. S. Castle
against her husband. Her husband
seemed to entertain the same belief as
your oratrix as to the intention of the
attack upon Mr. German his firmness
seemed to fail him and from his deportment
and manner and apparent despair your
oratrix had great fears that he would lose
his own life. Her fears in this behalf were
strengthened by Dr. Freer the friend and
physician of the family who advised
her ^{that her} husband was suffering mental dis-
turbance to such a degree that he was

apprehensive that he might take his own
 life and that justice required that some
 one of the family should constantly have
 an eye over him and that your mother
 ought if she could endeavor to soothe
 and encourage him. Burdened with such
 embarrassing cares and duties your mother
 had but little sleep for near ten days before
 the making of said deed. While bearing this
 load of care and from the day before said deed
 was made his husband advised her that E. A.
 Castle's creditor proposed to settle the prosecution
 and go no farther if the E. A. Castle would
 give his notes for the amount of their claims
 and secure them by deeds of trust on the real
 and personal property and the real estate property
 and ^{was} requested by her husband to consent
 to the making of the deeds of trust your
 mother objected and encouraged him to stand
 the trial but he brought your mother to
 consent to sign the deeds of trust she hesitated
 again advised against the settlement
 proposed he urged your mother very
 earnestly threatened her at one time that
 unless she would sign the deeds he would
 abandon her for life and at others threat-
 ened to take his own life and that
 escape his trouble unless your mother would

save him by consenting to sign the deed,
These undertakings were repeated from time
to time but your mother did not think it
best and did not give her consent until
on the day when said deeds of trust were
signed and acknowledged when Mr. Fourness
Mr. Robinson Mr. Davis and Mr. Felton
came to the house of your mother on the
3rd of May as aforesaid your mother was
in the dining room there her husband came
to her and brought her to go into the
parlour and sign said deeds of trust he
then with the utmost earnestness declared
to her that she might either sign the trust
deed aforesaid or sign a death warrant
Mr. German the Notary Public aforesaid of
your mother was present and advised your
mother that she had better sign the deeds
your mother made no further resistance
but went into the parlour and signed
and acknowledged said deeds of trust &
said R. M. Schuyt the deeds were signed in
stead and acknowledged in part and in
the presence of said Joseph Felton and
Mr. Davis the notary public who took
the acknowledgment and in the presence
of the said John F. Fourness and said
Mr. Robinson the attorney who received

said deed, and your
 various charges that she was induced to
 execute said deed set out in Exhibit H,
 and in Exhibit I, and did execute the
 same ^{by} the strong importunity of her said
 husband by the advice of her brother in
 law and through fear of an unjust
 conviction of her husband and through fear
 that he might be sent to the Penitentiary
 and through fear that he might become insane
 and through fear that he would take his
 own life and through fear that he would
 desert and abandon her and through a
 general fear of impending evil to her
 and to the members of her family and
 through the influence of the surrounding
 circumstances aforesaid, and your
 various further charges that at the time
 of executing of said deed said Farnsworth
 and Wilburn the attorneys of the Payees
 of said notes and who received said deed
 as aforesaid and also said Justice Joseph
 Pittman and said Wm. P. Davis the officer
 before whom said deed was acknowledged
 had notice and were aware that the
 signing of said deed by your oratrix
 and her spouse consent given to the
 execution thereof was not the voluntary

act of your estate, but was done under
the forcible influence of the cause, a forced
your estate further threat and charge upon
her information and belief that said A.
H. Swift at the instance of the payee of
said promissory notes in said debt
mentioned in some of them threaten to
proceed to sell said property (mentioned
in said debt for the payment of said
moneys therein mentioned) and that
notices have been published in the daily
Journal or newspaper published in the
City of Chicago that such sale or sales
will be made. Your estate therefore prays
that said Joseph Sullivan, Edward A. Carter,
Richard H. Swift, Lyman P. Swift, Wm. H. Cobby,
and also C. V. Cobby, C. R. Cobby, J. B. Wade,
John C. L. Hancock, Attorney at Law, W. D. Fitzworth,
John D. Fitzworth, Rudolph M. Fitzworth, Wm. D. Fox,
R. J. Rawson, D. A. Paulsell, D. G. Rawson, George
Hend, W. C. Doggett, H. D. Darnell, J. H. Hill, L. A.
Mittand, W. H. Peck, C. H. Peck, E. C. Post, Maj.
C. Thompson, William C. Wood, John A. Devereux,
Albert H. Jordan, Orlando Peltus, A. S. Smith,
A. L. Hill, J. H. Granger, Russell Benedict, Eli
H. Mackay, Ethel J. Farnham, A. H. Lee, Maj.
Hugh J. Ryerson, G. C. Cook, Daniel H. Muth, C. S.
Hewson, Daniel Pattenback, M. L. Huntall

Samuel N. Smith, Aaron Haven, S. H. Jacobs,
 J. J. Jacobs, John H. Jewell, James K. Cole,
 Henry Johnson, Daniel Hanson, & Franklin Haven
 payees of said promissory notes, mentioned
 in said deeds of trust to said R. H. Swift may
 be severally made defendants to this bill of
 complaint and that process of summons in
 Chancery may be issued against said
 defendants and that said defendants may
 respectively answer the allegations of this bill of
 complaint but not upon their oaths which are
 hereby solemnly sworn. And that upon a
 final hearing of this cause it may be deemed
 by your Honor that said deeds of trust to
 said Richard H. Swift set out in Exhibits
 A & C may be respectively set aside and
 declared void and inoperative and that
 said Richard H. Swift and Lyman T. Hoop
 and said ^{other} defendants may be forever
 enjoined and forbidden from proceeding
 to sell or take any step towards selling said
 property mentioned in said deeds or either
 of them or any part thereof under or by
 virtue of either of said deeds and from
 in any way interfering with said property
 or any part thereof by virtue of either
 of said deeds.

All the rest of Disjunction was as prayed
for in the above and foregoing Bill of Complaint
without Bonds

To the Clerk of the
Circuit Court

Dec 22. 1856

George H. Williams
Judge of the Judicial
Circuit Court

Upon which there is an endorsement
of the Words and Figures following
to wit. Court Circuit Court

Emeline Castle by her
next friend A. Bennett

vs
Joseph Pettin & al

Plt in Chancery

(1856)

Filed Dec 16. 1856 L. Cannon Clk
Filed January 1st 1858 John H. Clk
Filed March 24th 1858 Wm. A. Knicker Clk.

and also on said 26th attached A.D. 1858
there are filed certain Exhibits in the words
and figures following - to wit.

"Exhibit A"

Exhibit A. This Instrument of line part made this
thirteenth day of November in the year of
our Lord one thousand eight hundred and
forty eight by and between Emeline
Bennett single woman of the first part
Thomas Whitlock of the second part and
Edward H. Castle of the third part Witnessed:
That whereas a marriage is intended to be had
and solemnized between the said parties of the
first and third parts, and the said Emeline
Bennett is possessed of certain real and
personal estate together with the increase
thereof the said estate being described as
follows, to wit: Lots one (1) and two (2) of
the North West quarter, and the West half of
the South East quarter of section number
Eighteen (18) Township forty two (42) north of
Range eleven East of the third Principal

Meadowne, containing five hundred and
 thirty seven ⁸³ 100 acres more or less excepting
 therefrom about sixty acres, lying and being
 on the East side of the Chicago and old Henry
 County Road and heretofore conveyed to
 Edmund S. Castle by the said Ormeland
 Bennett and which said conveyance is
 duly recorded in the Records Office of
 Cook County and the personal estate
 consisting of one span of sorrel mares, one
 span of gray mares, ten cows and heifers
 twelve hogs, two sets of harness, a wagon and
 a sled, two plows, two harrows and all other
 necessary farming utensils now being upon
 and belonging to the premises and real
 estate above described also the produce of the
 farms raised during the past year and all
 the crops raised therefrom, also all of the
 silver and household furniture now being
 in the house situated on said premises
 and which said silver and household
 furniture is of the value of five hundred
 Dollars all which said real and personal
 estate the said Ormeland Bennett with the consent
 of the said party of the first part is united and
 disposed to transfer and convey unto the said
 party of the second part in trust for her

own proper use and benefit: Now therefore
in consideration of ^{the Premises and of} one Dollar paid to the
said Emeline Bennett by the said party of
the second part the receipt whereof is
hereby acknowledged) the said Emeline Bennett
doth hereby give, grant, bargain sell and
convey unto the said Thomas Whitlock the
real estate and personal property first herein
before described, wherever the same may
be situated. To have and to hold the said
real and personal estate to the said Thomas
Whitlock forever, but upon the special trusts
and for the uses and purposes and subject
to the power and obligations following and none
other: namely - That until the solemnization
of the said intended marriage the said trustee
shall hold the said estate and property to
and for the sole use of the said Emeline
Bennett and shall pay over to her or empha-
sic her to receive for her own use all the rent,
income and profits arising from or out of
said trust estate.

First

Secondly That from and after the solemnization of the
said intended marriage the said trustee
shall collect and receive the rents, income
and dividends of the said trust estate and
moneys or any estate or property which

may be substituted therefor as is herein after provided, so often and whenever the same may be due and payable, and, after the deduction of all incidental expenses, shall pay over the same to the same Emeline Bennett upon her sole and separate receipt; and free from the control or interference of any person whomsoever during her coverture with the party of the third part.

Thirdly

That the said trustee shall have power with the approbation or at the request of the said Emeline Bennett expressed in writing to sell and dispose of the said trust estate or any part of it, and the proceeds to invest in other personal or in real estate or deliver the same over to the said party of the first part according to the better direction of the said Emeline Bennett, and the estate so purchased shall be had and held by the trustee for the same uses and purposes and upon the same trusts as are declared in and by this indenture of and concerning the property and estate first above mentioned and may be sold and the proceeds reinvested from time to time in trust in manner aforesaid; and it is hereby declared that the purchase of any estate held in trust as aforesaid shall not be

bound to see to the application of the said purchase money.

Fourthly That in the event of the decease of the said party of the third part, being the said Emeline Bennett, all the estates and properties then held in trust under this Indenture shall be conveyed and transferred back to the said Emeline Bennett and the Trustee shall forthwith execute and deliver all such Deeds and instruments as shall be needful and proper for that purpose.

Fifthly That in case of the decease of the party of the second part, or of his resignation of the said trust, he or his executors or administrators shall convey, transfer and pay over the whole of the trust estate then held by him to such person as may be appointed in writing by the said party of the first part to be the Trustee under this Indenture; and such new trustee shall have all the powers and shall hold the trust estate subject to all the provisions herein set forth and expressed; and the receipt of such new trustee for the trust property shall be a complete acquittance and discharge to the said party of the second part his executors and administrators; and in like manner other new trustees may

be appointed from time to time as occasion
 may require. And the said Edward A. Cattle
 doth for himself, his heirs executors and
 administrators and assigns, covenant and
 agree to and with the said Thomas Whitlock
 in manner following, that is to say, that if
 the said intended marriage shall take effect
 he the said Edward A. Cattle shall and will
 permit and suffer the said Caroline Bennett
 to give grant and dispose of her said separate
 estate as she shall think fit in her lifetime
 and to make such Will or other writing as
 aforesaid and thereby, and thereby to give,
 order, devise, limit, and appoint her said
 separate estate to any person or persons for
 any trust use intent or purpose whatsoever;
 and that the person or persons to whom the
 said Caroline Bennett shall give or dispose
 any part of her said separate estate by the
 Will or ^{or} any other writing that shall be signed
 sealed and executed in the presence of two
 or more credible witnesses as aforesaid
 shall and lawfully may peaceably and
 quietly have hold, use occupy possess and
 enjoy the same according to the true meaning
 of such gift, devise or appointment without
 any denial hindrance or interruption

of or by the said Edward W. Coe his secretary
administrator or assigns or any of them
And the said party of the second part doth
hereby signify his acceptance of the said
trust, and doth engage to hold and
manage the same upon the trusts and for
the uses herein mentioned. And the said
party of the third part doth hereby signify
his assent to the provisions of this Indenture
and doth covenant to and with the party
of the second part and his assigns
in the said trust to permit the said party
of the first part after the solemnization of
the said intended marriage to receive the
aforesaid income and profits to his sole
and separate use, and not to interfere with
the said trust estate otherwise than in
conformity to the provisions of this Indenture.
In Witness whereof the said parties have here-
unto set their hands and seals the day and
year above written

Signed Sealed and Delivered

in presence of x x x x x

L. C. Archival Esq. Emeline Bennett Esq.
Jas. W. Ray Esq. Thomas Whitlock Esq.
Edward W. Coe Esq.

Acknowledged before L. C. Archival Esq.,
Justice of the Peace November 13th A.D. 1848

Exhibit 10.

Exhibit B. In the matter of the Petition of Zebin Hunsery
 Grand A. Castle & Caroline Castle } Petition

And now at this day comes the said
 Petitioners by Isaac A. Small their Solicitor
 and Thomas Whitlock by George M. Loy Jr. his
 Solicitor and on reading the Petition of the
 said Petitioners and answer of Thomas Whitlock
 admitting the facts stated in said Petition
 It satisfactorily appearing to the Court that the
 said Thomas Whitlock under and by virtue
 of a certain Deed of Settlement executed by the
 said Petitioners in contemplation of marriage
 was made Trustee and accepted said Trustee
 and that the said marriage was thereafter
 consummated and the said Whitlock entered upon
 his duties as such Trustee and it further
 appearing to the Court that the said Thomas
 Whitlock had left the State of Illinois and is
 now residing in the State of California without
 having resigned his trust and that the
 Property conveyed by said Deed of Settlement
 is materially suffering and depreciating in
 value. Therefore it is ordered adjudged and
 decreed that the prayer of the said Petition
 be granted and that the said Thomas Whitlock

be removed from his said Trusteeship created
by the said deed of Settlement and that
Joseph Fildin be and is hereby appointed
Trustee in the place, room and stead of the said
Thomas Whitlock and that he hold the property
on the same trusts as the same are held by said
Whitlock. And it is further ordered that the
said Thomas Whitlock within five days after
the entry of this order make execute and deliver
to the said Petitioners good and sufficient
conveyance or assignments in law as to
convey transfer assign and let over unto
Joseph Fildin all his right title and interest
in and to the property described in the said
Deed of Settlement. And it is further ordered
that in case of the default or failure of the
said Whitlock to make execute and deliver
the conveyances above set forth in the time
specified then and in such case the Masters
in Chancery of this Court shall make execute
and deliver to the said Petitioners for said
Fildin a Deed conveying to the said Joseph
Fildin as such Trustee as aforesaid all the
Real Estate and personal property with the
income thereof as described in the said
Deed of Settlement with similar rights
powers and duties as the said Thomas Whitlock

and was acquired under by virtue of
the said Term of Settlement.

State of Illinois 3
County of Cook 3

I, Walter Kimball Clerk
of the Cook County Court of Common Pleas, in
and for said County, do hereby certify that
the above is a true copy of proceedings
entered of record in said Court on the
Sixth day of February, A.D. Eighteen
hundred & fifty one, in the above entitled
matter.

Certified under my hand and the
Seal of said Court at the City of
Chicago in said County this 15th day
of November A.D. 1858

Walter Kimball Clerk

Exhibit C.

Exhibit C. To all to whom these presents shall come
greeting; know ye that whereas on the sixth
day of February of the February Term of
the Cook County Court of Common Pleas
held in the said County of Cook in the year
of our Lord one thousand eight hundred and
fifty one, it was among other things ordered
and adjudged and decreed by the said Court

in a certain cause depending in the said
Court on the Chancery side of thereof
wherein Edward H. Castle and Emilie Castle
were petitioners and had filed therein their
petition in the said Court praying that
Thomas Whitlock be removed from a certain
Trusteeship created under and by virtue
of a certain Deed of Settlement in contemplation
of marriage made and executed by and
between Emilie Bennett (now Emilie Castle)
of the first part, Thomas Whitlock of the second
part and Edward H. Castle of the third part on
the thirtieth day of November 1846. and which
said deed was duly acknowledged by the
respective parties thereto and recorded in the
said thirtieth day of November in Book No.
28 of Deeds, pages 639 and 640 within
and whereby certain real and personal estate
therein described was conveyed to the said
Whitlock for certain purposes therein specified,
that the prayer of said petition be granted
and that the said Thomas Whitlock be removed
from his said Trusteeship and Joseph Sutton
be appointed Trustee in the place of the said
Whitlock and that the said Whitlock execute
a deed within five days after entry of the
order, conveying, transferring and assigning
unto the said Joseph Sutton all the right, title

and interest in and to the real estate and personal property described in said Deed of Settlement. And whereas it was further ordered, adjudged and decreed, that in case of the default or failure of the said Whilbeck to convey as aforesaid, and within the time therein specified, then and in such case the matters in Chancery shall make, execute, and deliver to said Petitioner, for said Petitioner a Deed conveying to said Felkin all the real estate and personal property with the increase thereof as described in said Deed of Settlement with similar rights, powers and duties as the said Thomas Whilbeck had and acquired under and by virtue of said Deed.

And whereas the said Thomas Whilbeck has failed to convey the said real estate and personal property within the time specified in the said order. Now therefore this Indenture Witnesseth that I, Albert Thomas, Clerk in Chancery of the Court of Chancery, County of Common Pleas under and by virtue and in pursuance of the decree so made and entered as aforesaid and under and by virtue of the power conferred upon me and also in Consideration of the premises and of the sum of one Dollar in hand paid by the said party of the second part,

and a thicket, two plows, two hammers, and
 all the other necessary farming utensils now
 being upon and belonging to the premises
 and real estate above described and all the
 crops raised therefrom. Also all the silver
 and household furniture at the time of the
 execution of said Deed of Settlement being
 in the house situated on said premises and
 which said silver and household furniture
 was stated to be of the value of five hundred
 Dollars in the said Deed of Settlement.

To have and to hold all and singular the
 premises above conveyed with the appurtenances
 together with the personal property and the
 increase thereof above mentioned and described,
 and hereby conveyed, is intended to be, unto
 the next party of the second part or such
 Trustee as aforesaid for the use and purposes
 as contained set forth and described in the
 said Deed of Settlement; and with all the
 right title and privileges therein contained.
 In Witness whereof, the said Mark Skinner
 started in Chancery as aforesaid has hereunto
 set my hand and seal this day of
 February A. D. 1831

Mark Skinner Esq
 Attorney in Chancery
 for Cook County

her wife of the fourth part. Whereas the said
 Joseph Tilling is the substituted Trustee
 acting under and by virtue of a certain
 Indenture or deed of settlement bearing date
 the thirtieth day of November one thousand
 eight hundred and forty eight, and made
 between ^{or} Emeline Bennett now the said Emeline
 Castle party thereto of the first part. Thomas
 Whitlock of the second part and the said
 Edward H. Castle of the third part being the
 settlement made in contemplation of the
 marriage which was then intended and was
 shortly afterwards had and solemnized between
 the said Emeline Bennett and the said
 Edward H. Castle. And whereas the said Myron
 Whipple and Ann his wife and John Lytle
 have contracted with the said Joseph Tilling
 at the request and with the approbation and
 consent of the said Emeline Castle for the
 absolute sale to him as such Trustee as assignee
 of the hereditaments and premises hereinafter
 described with the appurtenances and the
 free simple and unincumbered thereof free from
 incumbrances at or for the sum of Two
 thousand one hundred and three hundred dollars and
 the said Joseph Tilling and Emeline Castle
 have requested and directed that the same
 may be conveyed and assigned to the
 uses upon the trusts and for the ends

interests and purposes to himself expressed
and declared of and concerning the same.
Now, This Antientine Missett, that in
pursuance of the said contract and in
consideration of the sum of Two thousand
and three hundred Dollars by the said
Joseph Missett, by and with the consent
and approbation and at the request and on
the direction of the said Antientine Missett
testified by her being a party to and signing
sending and delivering these presents to the
said Messrs W. Lytle and Ann his wife
and John Lytle in hand well and truly
paid at or immediately before the executing
and delivery of these presents the receipt of
which said sum and that the same is in
full for the absolute purchase of the said
Inheritances hereinafter described with the
appertinances and the free simple and
inheritance thereof free from all incumbrances,
they the said Messrs W. Lytle and Ann his
wife and John Lytle do and each and
every of them doth hereby admit
and acknowledge and affirm from the
same sum and every part thereof do well
each and every of them doth acquit release
and forever discharge the said Joseph
Missett his heirs, executors, administrators
and assigns by these presents. They the

said Myron D. Lytle and Ann his wife
 and John Lytle de cur. of them according
 to his or her or their estate in the premises doth
 by these presents grant bargain, sell, alien,
 release and confirm unto the said Joseph
 Feltow his heirs and assigns all that piece
 or parcel of land, situate and lying on the
 South West of the corner of the Blank Road
 and being in the North half of the South
 West quarter of section Thirty one (31) Town-
 ship number forty, (40) North Range fourteen
 (14) East of the third principal Meridian
 containing in the whole by estimation twenty
 three acres more or less. Together with the
 Town messuages or tenements, barns, stables
 and buildings thereon and all houses
 outhouses, edifices, erections, buildings, ways,
 paths, passages, water, water courses, liberties,
 privileges, easements, profits, commodities,
 advantages, emoluments and appurtenances
 whatsoever to the same hereditaments belonging
 or appertaining and therewith or with any
 part thereof now tenured leased used held
 occupied or enjoyed or accepted reputed
 deemed taken or known as part parcel
 or member thereof, and the reaction and
 reversions, remainder and remainders, rents
 and other parts issues and profits thereof
 and all the estate, right, title, interest,

use, trust inheritance benefit and equities
of redemption claim and demand whatsoever
both at law and in equity or otherwise
howsoever of them the said Elizabeth Lytle and
Ann his wife and John Lytle or either of
them their or theirs or any to any part
part or number thereof. To have and to
hold the said lands messuages tenements
hereditaments and all and singular other
the premises hereby conveyed or otherwise
assigned or intended to be sent the said
Joseph Fullin his heirs and assigns forever
nevertheless upon the trust and for the
use ~~and~~ interests and purposes and
subject to the powers and obligations herein
^{after} expressed declared or contained of and
concerning the same, that is to say upon
trust to collect and receive the rents, profits,
and incomes of the said trust estate and
moneys so often and whences the same may
be due and payable and after the deduction
of all incidental expenses shall pay over the
same to the said Emeline Lytle upon her
sole and separate receipt and free from
the control and interference of any person
whomsoever during her present lifetime.
And upon further trust with the attendance
or at the request of the said Emeline Lytle

expressed in writing to sell and dispose of
 the said trust Estate or any part of it and
 the proceeds to invest in other personal or
 real estate or deliver the same over to the said
 Emeline Cottle according to her written direction
 and the said estate so purchased shall be
 held and held by the trustee for the same
 uses and purposes as are declared in and
 by the said Hereinbefore in part recited
 indenture of Settlement and may be sold
 and the proceeds be reinvested from time
 to time in trust in manner ~~and~~ ~~of~~
 aforesaid and it is hereby declared that
 the purchaser of any estate held in trust
 as aforesaid shall not be bound to see to the
 application of the said trust money. Provided
 always that in the event of the said Edward
 W. Cottle's departing this life in the lifetime of
 the said Emeline Cottle all the estate and
 property then held in trust under this indenture
 shall be conveyed and transferred first to the
 said Emeline Cottle and the trustee shall forthwith
 execute and deliver all such deeds and
 instruments as shall be lawful and proper for
 that purpose. Provided also that if the
 said Trustee shall die or resign in said
 trust estate he or his executor or administrator
 shall convey, transfer and pay over the

whole of the trust estate then held by them
to such persons as may be appointed in writing
by the said Oueline Carter to be trustee under
the said Indenture and such new trustee shall
have all the powers and shall hold the
trust estate subject to all provisions therein
set forth and expressed, and the receipt of
such new trustee for the trust property shall
be a complete acquittance and discharge to
the said trustee his executors and administrators
and in like manner other new trustees may be
appointed. From time to time as occasion may require
all which said trusts and provisions lawfully
hereinbefore contained are the same or are
intended to be the same or the like trusts and
provisions as are expressed declared and
contained in and by the said recited Indenture
of settlements as far as the same are now
capable of having effect. And each of them
the said Myron H. Lytle and John Lytle
respectively doth hereby for himself his wife
heirs, executors and administrators, covenant,
promise and agree with and to the said
Joseph Patrick his heirs and assigns, that
at the time of the executing and delivery
of these presents, the said Myron H. Lytle and
his wife and John Lytle or some
or any of them are or is lawfully seized

of or entitled to the said Hereditaments
of a good, sure, perfect, absolute and
indefeasible estate of inheritance in the law
in fee simple in possession, and have good
right full power and lawful and absolute
authority ^{by these presents} to grant, bargain, sell and convey
the same in manner aforesaid and that the
same are free and clear of all former
and other grants, bargains, sales, leases,
judgments, taxes, assessments and incum-
brances of what kind or nature soever
and the above bargained premises in the quiet
and peaceable possession of the said
Joseph Atkins his heirs and assigns against
all and every person and person lawfully
claiming or to claim the whole or any part
thereof, shall and will warrant and forever
defend. In witness whereof the said parties
to these presents have hereunto set their hands
and seals the day and year first above
written

Signed, Sealed and Delivered

Myron K. Lytle Esq

Amos Lytle Esq

John Lytle Esq

Luc. Fulton Esq

State of Missouri } Edward H. Cress Esq
Cooks County } J. C. Cress Esq

I, Thomas Bradwell a Justice of the Peace
in and for said County in the State aforesaid,
do hereby certify that Alvin M. Lytle, Ann
Lytle his wife, and Arthur Lytle, who are
personally known to me as the same persons
whose names are subscribed to the annexed
Deed, appeared before me this day in person
and acknowledged that they had signed,
sealed and delivered the said instrument of
writing as their free act and deed for the
use and purposes therein expressed, and the
said Ann Lytle wife of the said Alvin M. Lytle
having been by me examined separately and
apart and out of the hearing of her said
husband and the contents and meaning
of said instrument of writing having been
by me made known and ^{fully} explained to
her, she acknowledged that she had
freely and voluntarily executed the
same without any compulsion of her said
husband, and relinquished her dower in the
lands and tenements therein mentioned and
that she does not wish to retract the same.
Given under my hand and official seal
this thirtieth day of November A. D. 1881
Thomas Bradwell
Justice of the Peace

Exhibit C. Article of agreement made the first day
 of June in the year of our Lord one thousand
 eight hundred and fifty five. Between
 Ann Taylor of the City of Chicago in the
 County of Cook in the state of Illinois, of
 the first part Charles H. Taylor of the same
 City of the second part, Sophia Taylor of
 the same City of the third part, Joseph Giddins
 of the town of Wheeling in the said County
 of the fourth part, Edward H. Castle of the
 said City of Chicago aforesaid of the fifth
 part and Emeline Castle his wife of the same
 City of the sixth part. Whereas the said Joseph
 Giddins is the sole trustee acting under and by
 virtue and in pursuance and execution of the
 trusts of a certain indenture or deed of
 settlement bearing date the thirtieth day of
 November one thousand eight hundred and
 forty eight; and made between Emeline
 Giddins, now the said Emeline Castle (party
 thereto) of the first part, ^{Thomas Whitlock of the second part,} and the said Edward
 H. Castle of the third part being the settlement
 made on the marriage which was then intended
 and which was shortly afterwards had and
 solemnized between the said Emeline Giddins
 and the said Edward H. Castle.

from successive years the first of such
 instalments with interest to be paid on the
 first day of June now next ensuing. They the
 said several persons parties hereto the first
 second and third parts respectively do
 hereby contract and agree with said
 Joseph Felkin to sell unto him his heirs and
 assigns as such trustee as aforesaid, all
 that lot numbered five (5) in Block
 numbered forty nine (49) in Section num-
 bered Seven (7) in Township numbered
 thirty nine (39) North of Range fourteen
 (14) East of the third principal meridian
 situate lying and being in the County of
 Cook in the State of Illinois with the
 appurtenances and the inheritance thereof in
 fee simple in possession free from all
 incumbrances, and also that when the whole
 of the said instalments and interest shall
 have been duly paid as aforesaid, they the
 said several persons parties hereto of the
 first second and third parts respectively
 their heirs executors and administrators
 shall and will at the request of the said
 Joseph Felkin his heirs or assigns, or
 other the Trustee and in execution of
 of the aforesaid trusts of the said said
 Indenture or Deed of Settlement.

Well and truly grant, bargain, alien, release,
 convey and assure the said lot and land and
 appurtenances hereinafore described with the
 appurtenances and the inheritance in fee simple
 in possession free from all incumbrances
 by good and sufficient conveyances and
 assurances in the law with general warranties
 and the usual full covenant unto the said
 Suscept Tuttim his heirs or assigns or such
 trustee as aforesaid for the time being of the
 said estate of the said ^{Ed} Emeline Castle as
 aforesaid to such uses upon such trusts and
 for such ends, interests and purposes as he
 or they shall direct or appoint, the purchase
 is entitl'd to immediate possession and shall
 pay all taxes and other outgoings which
 may hereafter become due in respect of the
 said premises

Signed Sulest and Devised	3	Anne Taylor Seal
in presence of	3	Charles M. Taylor Seal
W. H. Davis		Sophia Taylor Seal
		Reuben Taylor Seal
		Jos. Tuttim Seal
		Edward H. Clark Seal
		Emeline Castle Seal

State of Illinois }
 Cook County } S.S.

Wm. H. Paris

Notary Public in and for said
 County and State aforesaid - do hereby
 certify that this day personally appeared
 before me Anne Taylor, Sophia Taylor,
 Charles M. Taylor, Reuben Taylor, Joseph
 Walters, Edward H. Castle and Emeline
 Castle who are personally known to me
 to be the real persons whose names are
 subscribed to the foregoing contract as
 having executed the same and acknowledged
 that they freely and voluntarily signed,
 sealed and delivered said instrument of
 writing for the uses and purposes therein
 set forth - In testimony whereof I have
 hereunto set my hand and notarial
 seal, this fifth day of July A.D. 1852

Wm. H. Paris

Wm. H. Paris

Notary Public

Exhibit A.

Exhibit A. State of Illinois }
 Cook County } S.S.

William Cally and

John C. L. Frusher being duly sworn doth
depose and say that Joseph Feltner, Edward
A. Castle and John D. Cook did on or about
the first day of December A.D. 1855 at the
County aforesaid conspire together and with one
C. S. Castle to cheat and defraud one O. V. Kelly
of his goods and chattels to wit. Seventeen
hundred and ten dollars, or thereabouts, worth
of boots and shoes as these affiants verily
believe and also then and there in like
manner to cheat and defraud Foster Conroy
of their goods and chattels to wit about \$1341
worth of goods, wares and merchandise.

And these affiants further state that the
said Joseph Feltner, Edward A. Castle and
John D. Cook were on or about the 1st of
December A.D. 1855 at the County aforesaid
parties to a certain fraudulent bond or
promissory note and fraudulent judgment,
which said bond or promissory note was
executed by one C. S. Castle, and said judgment
was against the said C. S. Castle and that
the same was made and entered by the
said parties aforesaid with intent to hinder
delay or defraud the creditors of the
said C. S. Castle of their just debts and
demands as these affiants are informed
and verily believe

Sworn to and subscribed
 before me this 22^d day
 of April 1856
 J. E. Mulliken

Wm. A. Colby
 John E. L. Fisher

State of Illinois }
 Cook County } J. E. S.

The people of the State
 of Illinois to all Sheriffs, coroners & constables
 within the said State greeting: Whereas
 complaints under ~~the~~ oath, has been this
 day entered before the undersigned, a Justice
 of the Peace within and for said County
 by William Colby and John E. L. Fisher
 that Joseph Tilkinn, Edward W. Castle
 and John D. Tark did, on or about the
 1st day of November A.D. 1855 conspire
 together to cheat and defraud divers
 persons of their goods and chattels as
 therein complained to wit at the County
 aforesaid and that the said Tilkinn, Castle
 and Tark are also guilty of being parties
 to a certain fraudulent bond or promissory
 note and judgment made with the intent
 to hinder delay or defraud the creditors
 of one E. S. Castle of their just debts to wit:
 at said County - you are therefore hereby
 commanded forthwith to arrest the said

Joseph Tillins, Edward A. Castle and
John F. Park and bring them before me
(or in my ^{absence} ~~presence~~ before some other Justice
of the Peace in said County) to answer to
the people of the State of Illinois on said
charge, and abide such further order as
may be made concerning them in the
premises; and hereof make due service
and return as the law directs. Given under
my hand and seal at my office in Chicago
this 22^d day of April A.D. 1856
A. L. Latham Secy
Justice of the Peace

Exhibit C.

"Exhibit G." State of Illinois }
County of Cook } ss.

William S. Bond, John S.
Allison and Benjamin C. Thompson A.D.
Suzerorth of said County being duly sworn
do solemnly depose and declare under oath for
himself that on or about the first day of
December 1855 Joseph Tillins, Edward A.
Castle, John F. Park and Elijah S. Parker
did unlawfully and fraudulently at and
within said County conspire together as then
deponents are informed and believe by

devise false pretences and subtle means
 and devices unlawfully and fraudulently
 to obtain and acquire to themselves of credit
 from A. D. Titcomb & Co. E. R. Kellogg & Co.
 East & Thompson, Day & Lee, William S.
 Bond, Adena Jordan & Willard and
 Benedict, Mallory and Fairbank diverse large
 quantities of goods, wares and merchandise
 of the said A. D. Titcomb & Co. E. R. Kellogg & Co.
 East & Thompson, Day & Lee, William S. Bond,
 Adena Jordan & Willard & Benedict, Mallory
 & Fairbank respectively and then and there
 to cheat and defraud them respectively
 thereof as their affidavits do verily believe
 They therefore pray that a Warrant may
 issue to bring said Joseph Feltkin, Edward
 A. Castle, John D. Park and Elijah S.
 Park before J. L. McMillen Esq Justice of the
 Peace to be dealt with according to law
 Sworn to and subscribed by Wm. S. Bond
 before me this 24th day of April A.D. 1856
 J. D. Allison
 B. C. Thompson
 A. D. Titcomb

Copy of Warrant

State of Illinois }
 Circuit Court, }

The people of the State of Illinois & all Sheriffs
Coroners and Constables within the said State
greeting - Whereas complaint hath been
made before the undersigned a Justice
of the Peace within and for said County by
William S. Bond, John W. Addison and Benjamin
E. Thompson, a. d. 1856, that a conspiracy to
defraud and cheat E. R. Kellogg & Co. East
and Thompson, Day & Co., William S. Bond,
Almon & Co. Indian Villains Co., Benedict Stalling
& Freeman respectively has been committed
in said State and that said complainant
has just and reasonable grounds to suspect
that Joseph Felkin, Edward A. Catts, John
D. Park, Elijah J. Rusk did unlawfully con-
spire as aforesaid. Now we therefore hereby
commanded forthwith to arrest the said
Joseph Felkin, Edward A. Catts, John D. Park,
& Elijah J. Rusk and bring them before me
or in my absence before some other Justice
of the Peace in said County) to answer to the
People of the State of Illinois on said charge
and abide such further order as may be made
concerning said conspiracy: and hereof make
due service and return at the law directed
Even under my hand and seal at my office
in Chicago on this the 24th day of April
A. D. 1856

J. A. Milken
Justice of the Peace

Article II.

This indenture made this second day of May in the year one thousand eight hundred and fifty six between Edward A. Beale and Caroline his wife (formerly Caroline Bennett) and Joseph Tutson trustee for said Caroline Beale (formerly ~~Caroline~~ Bennett) party of the first part and Richard H. Swift of the City of Chicago in the County of Cook and State of Illinois party of the second part. Witness.

Whereas the said Edward A. Beale is justly indebted unto each of the persons hereafter named in the several sums herein specified, and has executed his promissory notes to them therefore of even date herewith and payable to said persons or their order six months from the date hereof at the Bank of R. H. Swift & Co. in Chicago in full

To J. V. Cullig	\$ 1144.64
To E. A. Kellogg & Co	\$ 305.30
To Frenchman & Co	\$ 943.10
To A. D. Silvestre & Co	\$ 691.92
To Hanson, Bullitt & Co	\$ 141.51
To Ward C. Rogers & Co	\$ 186.88
To Mitchell Cook & Co	\$ 89.43
To Post & Thompson	\$ 681.51

To William S. Bond	\$ 869.18
To Susan Jordan & Bellows	\$ 463.22
To Bull Hill & Granger	\$ 738.44
To Benedict Mallory & Tumbham	\$ 400.47
To Day & Lee	\$ 194.94
To Joseph J. Ryerson	\$ 204.50
To C. E. Cook	\$ 231.00
To Mills Rownt & Dillenbeck	\$ 280.
To Mills & Finhill	\$ 175.
To Terrill & Haven	\$ 1001.98
To D. D. Sweeney & Brothers	\$ 128.74
To Powell, Bates & Johnson	\$ 32.44
To D. T. F. Thomson	\$ 39.80

Now therefore the said party of the first
 part in consideration of the premises and in
 the further consideration of one dollar to them
 in hand paid by said second party the receipt
 is hereby confessed, given and hereby do
 grant bargain sell and convey unto said
 party of the second part ^{his} heirs assigns or
 successors in trust forever all the premises
 situate in the City of Chicago County of Cook
 and State of Illinois and Town and district
 as follows to wit - Lot number Five (5) in
 Block number forty nine (49) in the Section
 of the Illinois and Michigan canal sub-
 division of section Seven (7) Town forty
 nine (49) north Range No. 14 East of the

third Principal condition, being the same
 property mentioned and devised in an
 agreement dated the first of June A.D. 1852
 between Anne Taylor and Pauline Taylor of
 the first part, Charles H. Taylor of the second
 part, Sophia Taylor of the third part, Joseph
 Tubbin of fourth part, ^{Edward H. Coe of fifth part} and Emma Coe the
 wife of the sixth part. To have and to hold
 the same together with all and singular the
 covenants, conditions and appurtenances thereto
 in anywise belonging or in anywise appertaining; and
 also all the estate interest claim and demand
 whatsoever in law or in equity which the said party
 of the first part or either of them hath or and
 to the premises hereby conveyed with the said party
 of the second part, his heirs assigns or successors
 in trust hereinafter named forever, in trust
 nevertheless to wit - in trust that in case of
 default in the payment of said promissory notes
 or either of them or any part thereof or in case
 of a breach of any of the covenants or stipulations
 herein contained then on the application of the
 legal holder of said promissory notes or any
 or either of them it shall and lawfully be lawful
 for the said party of the second part his
 heirs assigns or successors in trust to enter
 into and upon all and singular the

premises hereby granted or intended to be
or any part thereof and as attorney for said
party of the first part for such purpose duly
constituted irrevocably or in the name of the
said second party to receive all moneys issues
and profits therefrom to sell and dispose of the
said premises and all the right with benefit &
equity of redemption of said premises of the first
part their or either of their assigns herein at
public auction at the north door of the County
House in the City of Chicago in the State of
Illinois for the highest and best price the
same will bring in such ten days public notice
public notice having been previously given of
the time of said sale by advertisement in one
of the Newspapers at that time published in
said City of Chicago; to adjourn such sale
from time to time as may be thought expedient
and to make execute and deliver to the purchaser
or purchasers at such sale good and sufficient
deed or deeds of consequence for the premises
sold; and out of the proceeds or moneys of
such sale and the purchase money paid
thereon, after first paying all costs of adver-
tising and sale commissions and all other
expenses of this trust including all moneys
advanced for taxes or other taxes assessments
with the intent herein to pay the principal

clear from all books and accounts what was
(unless as hereinafter specified) that they will
pay or cause to be paid the said above men-
tioned indebtedness when and as the same
becomes due and payable and until said
indebtedness is fully paid or said premises are
sold by virtue hereof will in like manner pay
all taxes and assessments thereon, when and
as the same become due and payable.

And that they will cause any buildings upon
said premises to be insured in some safe and
responsible insurance Company for the insurable
value thereof and upon the request of said
second party or the legal holder of any of
said indebtedness assign the policy or policies
of such insurance to said party of the second
part as collateral hereof and keep the same
so insured and the policies assigned as
aforesaid provided however that such insurance
shall not be required for a greater sum than
the amount of said indebtedness then unpaid
and it is stipulated and agreed that in
case of default in any of said payments of
principal or interest as aforesaid or in failure
of any of the covenants or agreements herein
then and in that case the whole of said principal
can hereby secured and the interest full time
of sale according to the tenor and effect

said indebtedness shall and may at once
 become due and payable, and the said premises
 be sold in the manner aforesaid with the same
 effect as if the said indebtedness had matured
 and further that in case of the death, resignation
 removal from the said City of Chicago or other
 inability to act of said party of the second part
 then Stephen C. Swift of the said City of Chicago
 shall be and is hereby appointed and made the
 successor in trust herein with full power and
 authority as the said party of the second part
 hereby has in and about the management
 of the said trust estate and the said premises
 shall remain vested in such said trustee accord-
 -ingly until their conveyance is made by and
 with the express direction and consent of the
 said Caroline Peck as the existence, by joining
 in the execution of the same and it being ^{hereto} the
 intention of the said parties of the first part
 to transfer and vest in the said party of the
 second part his heirs and assigns for the uses
 aforesaid the said agreement of the date of
 June first 1852 and all right by the said
 parties of the first part or either of them
 held or claimed under or by virtue of the
 same in witness whereof the said party of the
 first part have hereunto set their hands and

reads the day and year first above written
signed sealed and delivered } Edward H. Castle Esq
in presence of Edw. Farnsworth } Caroline Castle Esq
H. D. Wilkinson } Joseph Feltina trustee for E. Castle Esq

State of Illinois }
County of Cook }
City of Chicago }

I William H. H. and Notary
Public for the town of West Chicago in and for
said County in the State aforesaid do hereby certify
that Edward H. Castle and Caroline his wife and Joseph
Feltina who are personally known to me as the
persons whose names are subscribed to the within
trust deed, as having executed the same, appeared
before me this day in person, and acknowledged
that they signed sealed and delivered the said
instrument of writing, as their free and volun-
-tary act for the uses and purposes therein set
forth, and the said Caroline Castle (formerly
Caroline Bennett wife of the said Edward H. Castle
having been by me examined separately and apart
and out of the hearing of her husband the
contents and meaning of the said trust deed
having been by me made known and fully
explained to her acknowledged that she had
freely and voluntarily executed the same
and relinquished all right, title ^{and} interest to

the bonds and payments therein mentioned
 without the compulsion of her said husband
 and that she does not wish to witness the same
 done under my hand and national seal
 this third day of May in the year of our
 Lord one thousand eight hundred and fifty six
 W. H. Davis
 Notary Public

Exhibit I.

This indenture made this second day of May
 in the year one thousand eight hundred and
 fifty six between Edward S. Cattle and Emeline
 Cattle his wife and Joseph Perkins Trustee for
 said Emeline Cattle formerly Emeline Bennett
 party of the first part, and Richard P. Swift all
 of the city of Chicago in the County of Cook
 and State of Illinois party of the ~~first~~ ^{second} part
 Witness: whereas said Edward S. Cattle has
 executed to each of the following persons his
 promissory note for the amount specified all
 payable in six months from this date and will
 interest and payable at R. P. Swift Co Bank
 in Chicago Illinois which notes are as follows
 one to C. F. Kelly for \$ 273 ⁰⁰/₁₀₀ dollars
 one to O. A. Kellogg do for \$ 130 ⁰⁰/₁₀₀ dollars
 one to Ezra C. C. Co for \$ 378 ⁰⁰/₁₀₀ dollars

and known and described as follows to wit:
 all that piece of land lying on the south side
 of the center of the Town Road and lying in
 the North half of the South West quarter of Section
 Twenty one (21) Township Forty North of Range
 fourteen (14) East of the 3^d principal meridian
 containing twenty three (23) acres more or less with
 all the buildings thereon being the same piece of
 land deeded by Stephen H. Lytle and wife and
 John Lytle to said Joseph Perkins trustee for said
 Emeline Cuthbert and recorded in the records of Cook
 County in Book forty four of Deeds page 230
 To have and to hold the same together with all
 and singular the tenements, hereditaments and
 appurtenances thereto belonging or in anywise
 appertaining, and also all the right, title, claim
 and demand whatsoever in Law or in Equity
 which the said party of the first part
 has in and to the premises hereby conveyed unto
 the said party of the second part his heirs, assigns
 or successors in trust hereinafter named, forever,
 in trust nevertheless to wit: in trust that in case
 of default in the payment of the said several
 promissory or any part thereof, or in case of
 a breach of any of the covenants or stipulations
 herein contained then on the application of the
 legal holder of said promissory notes, or any

or either of them it shall and may be lawful
for the said party of the second part his heirs
assigns or successors in trust to enter into and
upon all and singular the premises hereby granted
or intended to be, or any part thereof, and as
attorney for said party of the first part for such
purpose duly constituted irrevocably or in the
name of the said second party to receive all
rents, issues and profits thereof and to sell
and dispose of the said premises, and all the
right title benefit and equity of redemption of
said party of the first part, or their heirs or
assigns therein at public auction at the North
door of the Court House in the City of Chicago
in the State of Illinois for the highest and best
price the same will bring in cash. Ten (10)
days public notice having been previously
given of the time of such sale by advertisement
in one of the newspapers at that time published
in said City of Chicago, to adjourn such sale
from time to time as may be thought expedient
and to make execute and deliver to the purchaser
or purchasers at such sale good and sufficient
deed or deeds of conveyance for the premises
sold and out of the proceeds or avails of such
sale and the purchase money paid thereon after
first paying all costs of advertising and all
commissions and all other expenses of the

Trust including all moneys advanced for
 taxes or other liens and assessments with the interest
 thereon to pay the principal and interest due on said
 promissory notes according to the tenor and effect
 thereof or to the said Richard B. Swift in case he
 shall have paid the same, rendering the overplus
 (if any) unto the said Joseph J. Atkins party of the
 first part trustee as aforesaid. His legal rep-
 resentatives or assigns on reasonable request and
 it shall not be obligatory upon the purchaser or
 purchasers at any such sale to see to the application
 of the purchase money which sale or sales so made
 shall be a perpetual bar both in law and equity
 against the said party of the first part their heirs and
 assigns and all other persons claiming the premises
 aforesaid or any part thereof by, from, through or
 under said party of the first part or any of
 them, that the said parties of the first part for
 themselves, their heirs executors and administration
 covenant and agree to and with said party of
 the second part his legal representative or successors
 in trust, that at the time of the signing and
 delivery of these presents that Joseph J. Atkins a
 Trustee as aforesaid is well seized of said
 premises and has a good right full power
 and lawful authority to grant, bargain and
 sell the same in manner and form as

aforsaid; and that the same assignees and
debtors of all liens and incumbrances whatsoever (unless as hereinafter specified) that they will pay
or cause to be paid the said above mentioned
indebtedness when and as the same becomes due
and payable and until said indebtedness is
fully paid or said premises are sold by virtue
hereof, will in like manner pay all taxes and
assessments thereon when and as the same become
due and payable. And that they will cause
any buildings upon said premises to be insured
in some safe and responsible insurance Company
for the insurable value thereof; and upon the
request of said second party or the legal holder
of any of said indebtedness assign the policy or
policies of such insurance to said party of the
second part as collateral hereto and keep the
same so insured and the policies assigned as
aforsaid: provided however that such insur-
-ance shall not be required for a greater sum
than the amount of said indebtedness then unpaid.
And it is stipulated and agreed that in case
of default in any of said payments of principal
or interest as aforsaid or of a breach in any
of the covenants or agreements herein then and in
that case the whole of said principal sum
shall become due and the interest to the time of
sale according to the tenor and effect of said

indebtedness shall and may at once become due and payable and the said premises be sold in like manner and with the same effect as if the said indebtedness had matured: And further that in case of the death, resignation, removal from said City of Chicago or other inability to act of said party of the second part then Symon P. Swift of the said City of Chicago shall be and is hereby appointed and made the successor in trust herein with like power and authority as the said party of the second part hereby has in and about the management of the said trust estate and the said premises, shall become vested in such new trustee accordingly. And these presents are made by the express order, direction and desire of said Emeline Castle wife of said Edward H. Castle and which is evidenced by her joining in this conveyance. In witness whereof the said party of the first part have hereunto set their hands and seals the day and year first above written

Signed Sealed and Delivered } Edward H. Castle Seal
 in presence of } Emeline Castle Seal
 J. F. Funnell } Jas. F. Funnell Seal
 L. D. Wilkinson } Trustee for E. Castle.

State of Illinois }
Cook County } D.C.
City of Chicago }

I William H. Davis Notary
Public for the town of West Chicago, in and for
said County in the State aforesaid, do hereby certify
that Edward A. Castle and Emeline his wife, and
Joseph Fulton who are personally known to me
as the same persons whose names are subscribed
to the within trust deed, as having executed
the same appeared before me this day in person
and acknowledged that they signed said and
delivered the said instrument of writing as their
free and voluntary act for the use and
purpose therein set forth, and the said Emeline
Castle formerly Emeline Pinnett, wife of the
said Edward A. Castle having been by me examined
separately and apart, and out of the hearing
of her husband and the contents and meaning
of the said trust deed having been by me made
known and fully explained to her acknowl-
edged that she had freely and voluntarily executed
the same and relinquished all right title and
interest to the lands and tenements therein
mentioned without ^{the} compulsion of her husband
and that she does not wish to retract the
same.

under my hand and National Seal
the third day of May in the year of our
Lord one thousand eight hundred and
fifty six

W. H. Davis

Notary Public

in which there was an endorsement in the
Words and Figures following to wit:
Circuit Court Cook Co.

8198

Oneline Quile by her next
friend Amos Proutt

259

(No 3)

Joseph Tutkin et al

Exhibits from "A" to "I" inclusive filed ^{as part of} ~~the~~
the case

Filed Dec 16 1856

Wm. L. Church Clerk

Filed January 4th 1859

John Sp... Clerk

Filed March 26 / 58

Wm. L. Church

CK

And also on said 21st March 1838 then
was Filed

Security for Costs

as follows

State of Illinois Cook County
and Circuit Court thereof. No Term
1856

Emilio Castle who sues by his next
friend Amos Bennett

Joseph Fulton

E. A. Castle

Richard A. Swift

Others

} Bill in Chancery

} for injunction and

} other relief

}

I hereby enter myself as security for costs
in this cause and acknowledge myself bound
to pay or cause to be paid all costs which may
accrue in this action either to the opposite
party or to any of the officers of this Court
in pursuance of the laws of this State -

Dated this 16th day of December A.D. 1856

J. Hickox

at which there was an adjournment in the week
and again following to wit

Circuit Court Cook Co. 8198
Amelie Pette

254

vs (No 2)
Joseph Tullin et al

Bond for Costs
Filed with this Bill.

Filed Dec 16 1856
Wm L. Church Clerk

Filed January 1st 1858
Schmidt et al

Filed Mar 26 1858
Wm A. Keasted Clerk

and also on said 26th day of March 1858
then was filed a

Warrant of Summons

in the Name and Figures following to wit

Warrant of Summons Cook County Circuit Court

State of Illinois

County of Cook

The People of the State
of Illinois, to the Sheriff of said County Greeting:
We command you that you summon Joseph Robbins
Edward H. Castle, Richard Swift, Lyman D. Swift,
William Colby, C. W. Colby, C. P. Halliday, George D. Slade,
John D. L. Straker, Woody Cove, N. D. Felton, ^{John D. Felton}
W. Felton, Wm. Dunn, R. J. Rowson, S. M. Raiter,
D. J. Rowson, George Ward, M. E. Doyell, H. D. Rowson,
D. Sabatelli, L. A. Millard, W. A. Fox, C. B. Rowson,
C. C. Post, Benjamin P. Thompson, Wm. S. Reed, John
B. Addison, Albert H. Jordan, Charles Bellows, H. Bush,
H. L. Hill, J. L. Granger, Russell Benedict, Eli H. Walling,
Ethel J. Furman, A. W. Lee, Day, Wm. S. Rowson,
C. E. Cook, Daniel A. Smith, C. J. Rowson, Daniel
Dillenback, Miller, Tinsell, Samuel H. Merrill,
Aaron Rowson, D. C. Jacobus, J. D. Jacobus, John H.
Dewell, James H. Gale, Henry Johnson, Daniel Rowson,
and Franklin Rowson if they shall be found
in your country, personally to be and appear

before the Circuit Court of Cook County, on the
 first day of the next term thereof to be holden
 at the Court House in Chicago, in said County
 of Cook, on the first Monday of March next,
 to answer unto Caroline Cattle by her next friend
 Amos Bennett in her certain Bill of Complaint
 filed in the said Court, on the January side thereof,
 and have you there and there this writ,
 with an endorsement thereon, in what
 manner you shall have executed the
 same. Witness, William G. Church,
 Clerk of our said Court, and the seal
 thereof at Chicago aforesaid, this twenty
 third day of December A. D. 1856
 W. G. Church Clerk

LS

in which there was an endorsement in the
 words and figures following to wit:

155 Sheriff
 A. D. 50 8198
 Cook County Circuit Court
 March Term 1857
 Caroline Cattle by her next friend
 Amos Bennett
 vs
 Joseph Fulton et al

3
 3
 3 (No 4)
 3

Summons in Chancery

Filed July 7th 1857

Wm. A. Nichol Clerk

Served this writ on the within named
by delivering ~~him~~ a copy thereof to him
the day of 1857

Fee 38 Service 19.00

38 Copies 19.00

38 Miles 1.90

1 Return 10

40.00

John A. Nelson Sheriff

J. R. Pickley Solicitor

Filed January 4, 1858

John H. H. Clerk

Filed May 26th 58

Wm. A. Nichol Clerk

Served this writ on the within named

L. W. Milard, W. A. Peck, C. Dubock, Bryan C.

Thompson, W. R. Bond, Daniel Hanson, Franklin

Winnon, J. S. Rowan, D. A. Leachman, H. A. Swift,

A. D. Stewart, Joseph Wilson, Joseph E. L. Thacker,

Moody, Lee, Samuel H. Furdell, Aaron Haven,

James, L. Jones, John R. Allen, H. A. Paul, Joseph

H. Peterson, C. K. Kellogg, W. C. Dwyer, H. T. Hamill,

D. A. Bell, Wm. Colby, & S. C. Post, by delivering
 a Copy thereof to each of them the 21st December
 1856 also served D. V. Colby by delivering a Copy
 thereof to him the 25th December 1856, also served
 on the named Justice J. A. Sherman,
 Lyman S. Swift, J. L. Grange, Russell Benedict,
 George D. Shute, W. Bartlett, A. Tom Lee, J.
 S. Townsend, William T. Briggs, & E. W. Cutler,
 by delivering to each of them a Copy thereof
 the 26th December 1856. The within named John
 H. Sweet, Henry Johnson, Albert H. Gordon, Orlando
 Bellows, George Ward, Daniel Pillsbury,
 Daniel B. Mills, William Durrin, John D.
 Tutwiler, R. M. Stewart, R. Y. Pearson, L. J.
 Rawson Carristoll & H. L. Bell not found in any
 County

John L. Wilson Sheriff

and also on the said 31st day of March
A. D. 1858, there was filed the joint
and several

Answers of
William Coby, and others in the words and
Tenor following - to wit:

State of Illinois Court Circuit Court in
Chancery. The joint and several
answers of William Coby, P. Coby, E. K. Kilgus,
George D. Slade, John C. K. Trachsel, Moody Lane,
A. D. Tuttleworth, John D. Tuttleworth, Ludwig
M. Tuttleworth, William Damm, A. J. Swanson,
J. A. Bartlett, D. J. Swanson, George Ward, W. E.
Doyett, A. D. Bassett, L. C. Willard, W. A. Beck,
C. Hancock, S. C. Jack, Benjamin C. Thompson,
William S. Bond, John S. Allen, Albert H. Jordan,
Augustus Wilcox, N. S. Peck, H. K. Hill, J. H.
Younger, Russell Benchick, Eli W. Maloney,
Eliel J. Fernham, Joseph S. Nyerson, Daniel
Mill, C. J. Brown, Daniel Lindbeck
Mills, Jonistall, Samuel W. Arnold,
Aaron Adams, A. K. Jacobus, J. J. Scherwin, John
H. Swett, James C. Gulce, Henry Johnson, Daniel
Hanson, Franklin Hanson, C. C. Cook, W. S. Lee,
and Justin Fay, Jr., Richard K. Swift, and
Lynnan J. Swift to the bill of complaint of

Emeline Castle, by her next friend Mrs. Bennett
 resisted against them and others.
 The said Defendants now and at all times
 having and reserving with themselves, all ad-
 vantage and benefit of exceptions to the
 many errors, inaccuracies and insufficiencies
 of the said Bill of Complaint for answer to
 so much thereof as they are advised it is
 material for them to make answer unto,
 they answering say - that they have no actual
 knowledge but upon information they believe
 the Complaint was sole and unmarried
 prior to November A. D. 1848. And at that time
 she had or pretended to have title to the
 property in the said bill mentioned, but
 upon information they believe that the said
 property which she then is held was purchased
 by and with the money or other effects of the
 said Edward A. Castle, but ^{was} held in the name
 of the said complainant for the purpose of covering
 up the same from the Creditors of the said Edward
 between whom and the said Emeline a marriage
 was intended to be solemnized about that time.
 These Defendants admit that the said Emeline
 and the said Edward A. Castle were married
 (upon information) as stated in said bill.

They also admit the making of an agreement or anti-trust deed to the said Whitlock as the said appears of Record in the Recorder office of the County of Cook. These Defendants also admit that the said Whitlock was removed as Trustee for the said Enclave and that Joseph Fittins was appointed and selected and substituted in his place by order of Court in the same appears of Record and is stated in said bill of Complaint and that said pretended Trust property was by order of Court conveyed to the said Joseph Fittins as is correctly stated in said bill. The said Defendants further answering say that from information that they believe that Joseph Fittins as Trustee for the said Enclave about the month of November A.D. 1857 acquired title to the said property known as the Holstein Property, but from information and belief they charge the fact to be that the same was purchased by the said Edward A. Cullen either directly or indirectly, with his own means or means furnished for that purpose by himself. These Defendants further answering say that it is true that on the first day of June A.D. 1853, a contract was made and executed and delivered by and

between Ann Taylor, Rudson Taylor, Charles
 et al. Taylor, Sophie Taylor, and the said William
 Enclius and Edward H. Cottle of purchase of
 the said property called in said bill the
 "Lark meane Property" which said contract appears
 upon the Records in the Recorder's office of the
 Cook County in Book 51 of Deeds pages 209
 &c and they are informed (but do not know
 how the fact may be) that the whole contract
 price of said lot has been paid to the said
 Taylor, and upon their information and
 belief they charge that ~~the whole~~ ~~price~~ ~~has~~ ~~been~~ ~~paid~~
~~either directly or indirectly~~ therefor, has been
 paid either directly or indirectly by the said
 Edward H. Cottle, that the whole price paid
 for the ^{said} lot mentioned property by the terms
 of said Contract with the said Taylor was only
 one thousand (\$1000) Dollars payable \$200.
 when the said Contract was made, and \$200.
 each year thereafter until the said \$1000
 was paid. And these Defendants further
 answering say, that since the said purchase
 of the said last mentioned or "Lark meane Property"
 the said Edward H. Cottle has with his own means
 greatly improved the same by building two
 dwellings thereon, fencing and otherwise
 improving and adding to the value thereof
 at least five or six thousand Dollars

and these defendants further accusing
William Colby and John E. Frasher upon
their ^{own} knowledge and the other upon information
and belief say that on the latter part of the
month of April A.D. 1856 the said Frasher
and Colby did make complaint on oath
before J. S. Bellinger Justice of the Peace of Chicago
against the said parties in the said Bill mentioned
for conspiring to obtain goods by false
pretences from the said S. V. Colby & Frasher
Iron Co. and caused the said parties to be
arrested on said charge, that previous to their
arrest the said Colby and Frasher called
upon said Cattle and enquired of him if he
knew anything about or had any communication
with E. E. Cattle and he left Chicago the said
Edward A. replied that he knew nothing and
had not had any communication with him
the said defendants Colby & Frasher then
stated to the said Edward A. and the said
Fulkin that they intended to prosecute them
for the misdemeanor with which they were
charged and also to sue them for the goods
sold upon their representations of the ability
and responsibility of the said E. E. Cattle, that
they desired their pay and if the said Cattle
and Fulkin would pay them what they justly
ought, then to give up they the said Colby and

Frasier was concerned they would dismiss
 the prosecution which they had commenced
 They also showed the said Castle several
 letters which he had written to the said E. S. Castle
 since he left this City, advising the said E. S.
 Castle to keep away, to go to Providence or he
 would be arrested and sent to the Penitentiary
 &c. The said E. S. Castle & Perkins refusing to
 say or settle with said defendants they were
 arrested as stated in said Bill, and said
 defendants, without answering the said William
 Colby and John C. R. French upon information
 and belief, and the others upon their own recogni-
 tance, say that none of the other of these defendants
 then or were aware of the said proceeding of the
 said Colby & Frasier until after the same had
 transpired and the said Castle, Perkins and Sack
 had given Bonds and were discharged from
 said arrest. These defendants further answering
 admit that soon afterwards another complaint
 was made against the said E. S. Castle, South
 Perkins, John P. Sack and Elijah S. Frasier
 and that a Warrant was duly issued and they
 arrested and taken before said Justice (William
 Frasier) that they give bail for their appearance
 and the case was adjourned. The said last
 mentioned complaint was made by the
 Depts. William S. Bond, John P. Frasier,

Benjamin C. Thompson and C. S. Belmont and
was of a similar character with the first.
That the said Castle, Feltine, Park and Doster
appeared on the day to which said examinations
were postponed in person and by some attorneys
of respectability and talents and the said pros-
-cuting witnesses also appeared and one of
the attorneys representing the prosecution made
a statement to the said Justice of the facts which
were expected to be proved, that Thompson then
appeared for the said Castle, Feltine and their
requested that said examination might be postponed
until the following day (which was those defendants
believe the second or third day of May A.D. 1856)
This request was acceded to and said cause con-
-tinued, the said Castle, Feltine, Park & Doster
giving bail for their appearance on that day.
These defendants further answering say that prior
to the summer of the year eighteen hundred
and fifty five said Edward S. Castle (who is
a cousin of the said Edward H. Castle) kept a
small hotel in the city of Chicago Illinois.
The said E. S. had but little capital in business
and outside of that was possessed of a house which
he had erected worth about \$1000, upon a lot
before that time contracted to be purchased by
the said E. S. of William H. Clayton Esq. as was
also the owner of some land in the County
of Cook. That in the first part of the said

Summer of 1855 the said E. S. Castle was
 occupying at No. 234 Lake Street Chicago
 that time in the month of June A. D. 1855
 the said Edward S. Castle proposed to the said E. S.
 Castle to furnish the said E. S. with a large credit
 and enable him to purchase upon a credit large
 quantities of various kinds of goods & merchandise
 provided the said E. S. would act entirely ~~upon~~
 by the direction and under the control of the
 said Edward S. Castle and make no more without
 consulting either him or the said Joseph Sullivan
 that as the said Edward S. would expect to be
 well paid for such services that it was in fact
 then and there agreed by the said Castles that
 the said Edward S. with the assistance of the
 said Joseph Sullivan should give the said E. S. Castle
 a false inflated and fictitious credit whereby
 the said E. S. Castle should obtain large quantities
 of goods and merchandise from diverse merchants
 and others ~~from~~ ^{of} whom he could buy by means
 of such fraudulent practices with the design
 and ~~intent~~ ^{intent} on the part of the said Edward
 S. Castle to cheat and defraud said merchants
 and others out of the ^{Edward S. Castle and the said} such purchase and in
 consideration thereof the said Joseph Sullivan
 would share liberally in the fruits of said
 funds and these defendants further
 answering say that said last mentioned

corrupt bargain and design was put in prac-
tice and carried out to a very great extent
by said parties that the mode of operations
practiced by said parties was this, the said
O. S. Castle would call upon merchants and
apply to purchase goods upon a credit and
to induce such merchants so applied to, to
sell to him he would refer to the firm of
Fitzkin Castle & Co. (a firm composed of the
said Joseph Fitzkin, Edward H. Castle, and
John J. Hunt real estate agents & auction
and Commission Merchants 119 Broadway, New
Chicago) or to the firm of Nathan Remyon
and Parker (a firm composed of the said
Joseph Fitzkin, Israel Remyon, and Elijah
J. Parker) for a knowledge as to his standing
and responsibility, the said merchants would
then call upon said firms or one of them
when the said O. H. Castle or Fitzkin or Parker
would and did falsely and fraudulently rep-
resent to said merchants that the said O. S.
Castle was a good respectable merchant doing
a good business and perfectly responsible for
all he would buy. In some instances the
said Edward H. Castle called upon merchants
and personally recommended the said O. S.
Castle to them and then sent the said O. S.
to ^{said} merchants to purchase goods. Next they
defended further answering say that at that

I understand the said Joseph Felkins had by the
 advice and knowledge of the said E. C. Castle
 an assignment from the said E. C. Castle of
 his house land and all his other property on
 one side of his stock of goods which had been kept
 hidden from the knowledge of said attendants.
 And these defendants further answering each of
 them so far as the purchase from or indebted-
 nesses to himself, or the firm to which he belongs
 is concerned upon his own knowledge and the
 others upon information and belief say that
 by means of such fraudulent and false
 practices as aforesaid the said Edward Castle
 purchased goods and became indebted
 therefor to these defendants during the latter
 part of the Summer and Fall of the year
 A. D. 1855 as follows viz. As D. Pittworth & Co
 the firm composed of A. D. Pittworth, John D.
 Pittworth, & Rudolph alt. Pittworth & William
 Dinn Oct 16. 1855 the sum of \$858.01
 To the same Dec 14. 1855 24.75
 on a credit of three months with interest
 to C. R. Kellogg & George P. Luce the firm of
 C. R. Kellogg & Co. Oct 15. 1855 431.78
 To C. V. Colby balance left unpaid
 of about 1740.94
 " John C. & Francis & Moody (as
 the firm of Francis & company 1351.00

To N. J. Rawson, J. A. Russell and D. J. Rawson firm of Rawson Russell & Co agents	500.00
To George Ward, W. E. Duggell & H. P. Russell (the firm of Ward Duggell & Co)	466.00
To L. A. Willard, W. H. Peck & C. Babcock (the firm of Willard Peck & Co)	150.00
To S. C. East & Wm. C. Thompson (the firm of East & Thompson)	446.00
To William C. Bond	1240.00
To John P. Addison, Albert H. Jordan & Orlando P. Bellows (the firm of Jordan Addison & Bellows)	643.00
To W. H. Bond, W. L. Hill & J. L. Spranger (the firm of Hill Hill & Spranger)	1025.00
To Russell Benedict, Eli H. Mallory & Ethel J. Frenchman (the firm of Benedict Mallory & Frenchman) about	670.00
To Day & Lee (firm of Day Lee & Day)	96.00
To Joseph J. Lyson	346.00
To C. C. Bond	330.00
To Daniel H. Mutt, C. D. Brown & Daniel Pillsbury (the firm of Mutt Brown & Pillsbury)	500.00
To Mutt & Forestall	250.00
To Samuel H. Stowell & Union Bank (the firm of Stowell & Union)	1390.00
To D. L. Jacobus & H. C. Jacobus	

(the firm of T. H. Jacobus & Bro) 148.00
 To John H. Smith, James L. Galley
 Henry Johnson (the firm of
 Smith, Galley & Johnson) 16.00

To David Hanson & Franklin Hanson
 (the firm of D. & F. Hanson) 36.00

That said goods were nearly all purchased during the months of October, November and December A. D. 1855 and forepart of January 1856, and upon a credit account of five months. These defendants further answering say, that about the time or immediately after the said corrupt and fraudulent conspiracy was entered into between the said Edward H. and the said Edward C. Castle and the said Jethro as aforesaid, the said parties (particularly in the name of E. C. Castle) started a branch Store in the City of Dubuque, Iowa and sent some few goods there for sale, the son of the said E. C. Castle going there to take charge of said store, but afterwards and on the month of August, A. D. 1855 or thereabouts, the said Edward H. Castle and the said E. C. Castle and the other parties to the ^{mentioned} ~~same~~ fraudulent designs and practices, and at the suggestion of the said Edward H. Castle, sent the said John D. Fox (of the firm of Jethro Castle & Co as aforesaid) to Dubuque to take the

entire charge of said store which he, the said
John D. Luck did and from that time until the
closing of said store as hereinbefore mentioned,
continued to do. And these defendants further
unswearing say, that in the month of November
A.D. 1850 the said justices Edward H. Cutler,
and Joseph Feltman in furtherance of their
fraudulent designs presented upon the said
Edward S. Luck to confer a judgment in a
court of record in said City of Dubuque in
favor of the said Joseph Feltman for the sum
of between seven and eight thousand dollars
for the purpose of covering the said goods
at Dubuque at any time whenever the said
Feltman chose to order an execution upon said
judgment to be levied - and for the purpose of
preventing any of the Creditors of the said E.
S. Cutler from securing any of their debts,
and these defendants charge that the said
judgment was fraudulent and given for the
purpose of carrying out the before mentioned
fraudulent intentions and purposes of the
said parties. And these defendants further
unswearing say, that a large portion of the
goods obtained from these defendants or
several of them, were taken to Dubuque and
put into said store there, some of them
were first taken to the said store No 234.

Late Street and then immediately repacked
 & marked and forwarded to Dubuque as
 aforesaid that a large portion of said goods
 were obtained from some of their dependents
 after the entering up of the judgment aforesaid
 as aforesaid by said C. S. Castle in favor
 of the said Titton that such goods obtained
 from these dependents D. L. Jacobus & Brother,
 and Willard Fox & Co. and some others were
 for the ^{benefit of the} said Edward H. Castle, and were taken
 directly to his house and used by him that
 some others of said goods purchased as
 aforesaid of some of these dependents were
 for the direct benefit of the said John D. Fox
 and used and used by him but these facts
 were ^{not} known to these dependents at the time of
 their selling said goods. And these dependents
 further answering say that in the first part
 of January A.D. 1856 and immediately after
 the purchase of said goods from the dependents
 William S. Bond, Frasier, Carr & Co. and Post
 and Thompson and after said goods had been
 put in the store of said C. S. Castle at No
 334. Late Street the said Edward H. Castle and
 Charles Titton went to said store of William
 Castle & Co. at No. Randolph Street and left
 and returned said goods for their own use
 and benefit, or the use and benefit of said
 C. S. Castle, and at the time of the

arrest of said parties as before mentioned
a part or all of said goods so obtained of the
deponents as aforesaid were still in said
Store 100 Randolph and in the possession of
the said E. H. Castle & Fulkner. And these de-
-ponents further answering say that directly
after the removal of said goods as last
aforesaid the said E. H. Castle directed the said
E. S. Castle to go to New York and Boston and
try and buy more goods which the said E. S.
did, but did not succeed in obtaining but a
small amount which consisted principally of
Jewelry - that while the said E. S. Castle was
so absent endeavoring to obtain more goods
or about that time the said Devereux and
the said Fulkner thinking that the time had
arrived for them to bring matters to a close
finding that the said E. S. Castle could get
no more goods that some of the said indet-
-edness for the said goods as aforesaid
was about falling due and that the creditors
were beginning to have suspicions that all
was not right procured an execution from
the said Judgment (returned at Dubuque as
aforesaid) to be levied upon the goods and
stock then remaining in said store at
Dubuque and that of the same they or
the said E. H. Castle also took possession

of a house belonging to the said E. S. Castle
 in the City of Chicago and removed the
 same upon a lot in the West division of the
 City or immediately adjoining the City, which
 as these defendants are informed and believe
 had been purchased in the name of the said
 Collins as trustee for said complainant,
 and in fine they made a general demand
 upon nearly or quite all the property which
 the said E. S. Castle had used and appropriated
 the same to the use of the said E. S. Castle or
 the said Castle & Collins; and these defendants
 charge that all of said proceedings
 were fraudulent and done ^{with the intent} to prevent these
 defendants from collecting their just debts.
 That the said E. S. Castle was simply used as
 a tool to obtain the possession of goods
 and other property as aforesaid for the
 benefit of the said E. S. Castle or for the
 benefit of the said "Collins & Castle" & Co.
 and that the said E. S. Castle was interested
 in all the said goods so procured by said
 E. S. Castle and in the said stores of the
 said E. S. Castle, both at Chicago and at
 Dubuque. These defendants further averring
 say that upon the return of the said E. S. Castle
 from New York & Boston used in the
 latter part of January or for part of

February A.D. 1856 he, acting under the
direction and control of the said Edward F. Castle
left the state of Illinois in haste and secrecy
to evade meeting any of his creditors the said
E. F. Castle agreeing with him to settle up all
his affairs with said creditors while he should
be away and telling the said E. F. Castle that he
could do so much easier than if he stayed in
Illinois And these defendants further averring
say the said Samuel Haven and Day & Lee
and William S. Bond and the defendants
who compose the firm of A. D. Tuttleworth & Co.
of their own knowledge and the others upon
information and belief that after the said E.
F. Castle had so left as aforesaid they the
said Samuel Haven, Day & Lee, William S.
Bond and A. D. Tuttleworth & Co. commenced
suits by attachment in the said city of
Dubuque for the purpose of collecting their
said debts for said goods and levied the
said attachments upon the said goods and
stocks in said store at that place and at
the time of the arrest of said parties before
mentioned they were contending the said judgment
of the said Sullivan and had a fair prospect of
collecting their said debts or most or a part
of them, that in the prosecution of the said suits
considerable costs had accrued and they and also

others of said defendants had expended a great
 sum of money, in endeavoring to collect their said
 debts the amount of which these defendants do
 not now recollect. And these defendants further
 answering say the said Post & Thompson of their
 own knowledge and the other defendants upon
 their information and belief, that prior to the
 said postponement of the hearing of said charges
 against said Felkin Castle & others said 1st or
 on the 2^d day of May 1866 as aforesaid they
 the said Post & Thompson had commenced
 suit in an action of Trespass on the case in
 the Cook County Court of Common Pleas of
 Cook County Illinois by capias against the
 said Edward A. Castle, Felkin and others to
 recover their said debts or damages for the wrong
 and injuries done them by reason of the obtaining
 of the said goods from them as aforesaid of
 which the said Edward A. Castle had notice
 and the said E. A. Castle also then had notice
 that the remainder of these defendants acceding
 as aforesaid, intended to and were about to
 bring suits against him and the other parties to
 the said fraudulent conspiracy as aforesaid,
 for their several damages and indebtedness to
 them as aforesaid and that these defendants
 further answering the said William Colby
 N. S. Bond, & J. C. L. Fisher of their own

knowledge and the other upon information
and they say that after the said judgment
of said trial on the said first or second day
of May A.D. 1856 after the said Justice William
Pond and Rustie had given bail and were
discharged from arrest, the said Edward H.
Castle called upon the said Colby Pond and
Frasher at the store of the said Pond in
Chicago and in laughing way said to them
"Well Gents you have put the Right hand
on to the Left, and that always takes the
trick, I always give up the game when I
can beat" he then proposed to the said Colby
Pond & Frasher to settle the said indebtedness
of the said E. S. Castle provided he could
settle with all the parties who had claims
against him for goods and merchandise
and proposed to give his promissory notes
for such indebtedness, and secure the same
by mortgage on trust deeds of real estate.
The said Colby, Pond & Frasher told him that
they would see as many of the rest of the
creditors of E. S. Castle who had sold him
goods as aforesaid as they could and
ascertain if they would settle said indebtedness
in that manner and the said Colby Pond
and Frasher did call upon several of these
dependents for the purpose as aforesaid.

and these defendants further answering say that it was finally agreed upon by the said E. S. Castle and these defendants that he should and would execute the several promissory notes in the said Trust Deeds mentioned and secure the payment of said notes by the execution of said trust deeds upon the property therein mentioned. That the said promissory notes were given for the actual indebtedness which then existed to these several defendants for goods sold by and obtained from them as aforesaid and no more and in consideration of said notes and security these defendants released said indebtedness and discharged the said Edward S. Castle, Joseph Filkins and other parties from all liability of suits by these defendants against them for or on account of such indebtedness for said goods. And those of these defendants who had commenced suits against said E. S. Castle or any of said parties as aforesaid dismissed and discharged the same and it was also further agreed that these defendants would give up and surrender to the said Edward S. Castle their several notes, accounts and other evidences of said indebtedness against the said Edward S. Castle that some of said notes &c. are immediately surrendered and

given up to the said E. A. Castle and the
remains according to agreement with him
were immediately or soon afterwards (within
two or three days) collected together and
placed in the hands of John F. Furness
Esq. for him whenever he should call for them
And the defendants further answering say
the said Farrell & Mason, Day, Lee, Ward, Poyntell
and Russell, Southgate and Johnson, G. R.
Jacobus & Brother, Marston, Prescott & Rawson,
O. T. Rippon, Rust Hill & Sprague, Willard Tick
& Hubcock, Benedict, Collety & Furber, D. F.
Amson, C. R. Kellogg, & Geo. D. Slide, Mills, Rowen,
Dillenbeck, Mills & Turistall upon their own
knowledge and the others upon information and
belief say, that said Farrell & Mason and others
so answering upon their own knowledge had not
commenced nor had they or either of them been
a party to any criminal prosecution instituted
against the said Edmund H. Castle or the other
of said parties (but they were intending if they
did not get their pay for said goods which
they had sold as aforesaid to bring suits
against the said E. A. Castle and the said
Furber and others for the same) but learning that
the said Edmund H. was desirous of settling all
such claims and indebtedness in the manner
aforesaid, they concluded to go with the

settlement and do therefore receive said notes
 and security for the said debts or claims and
 discharged the same as aforesaid. That when
 such settlement was about to be made the
 said defendants Turrell & Hovey & Rawson
 Bartlett & Company and others so answering
 as aforesaid. were not present either personally
 or by attorney but by request of said Est. Castle
 they were sent for (the said John D. Park going
 for the said Turrell & Hovey and Rawson Bartlett
 & Co. and requested to settle their several claims in
 the manner aforesaid. The said Est. Castle and
 Feltman expressing a desire to have such claims
 settled in order that said suits at Dubuque might
 be dismissed so that they could obtain the property
 then held under said attachments. which was
 done except the suit of said Bond which has not
 been dismissed because the costs of said suit have
 not been paid by said defendants herein as they
 had agreed to do. and these defendants further
 answering deny "that the only consideration and
 inducement for the execution of said promissory notes
 was that said criminal prosecutions should be no
 further prosecuted" but were that the consideration
 for the same was as these defendants would
 hereafter stated. These defendants admit that
 said prosecutions were abandoned and dismissed
 those who instituted them not being disposed to

further sacrifice their time and money in following up the same and they also admit that the said E. H. Castle and Joseph Feltus acted with some of these defendants by giving the notes of the said Castle endorsed by the said Feltus for expenses and costs incurred by such defendants in attempting to recover their said debts in suits against the said parties and in the said prosecution the amounts of which the defendants do not know and ~~that~~ it may have been indicated by the said Castle & Feltus as an inducement to the said fact mentioned without of said expenses and costs and the giving of said fact mentioned notes by them that those prosecutions should ^{be} no further voluntarily ~~pro~~secuted by the persons who had made said complaints but these defendants aver that said fact mentioned notes, so were separate and distinct from and were no part of the said notes mentioned in said Trust Deed and that said fact mentioned notes did not include any more than the amounts actually paid out & expended by the parties taking the same in such prosecution and suits. And these defendants further aver and say that they have no knowledge or information except from said bill that the said E. H. Castle threatened to sell himself or threatened to abandon said complaint or that the ~~fact~~ fact objected to occurring

said Trust Deeds or that any contract was
 made upon the behalf of said complainant or
 that said brother-in-law was in the house and told
 the ~~complainant~~ complainant she had better sign said Deeds
 or that the said E. F. told the complainant in an
 earnest manner ^{either} to sign said Deeds or sign said
 Death Warrant or that she was in feeble health
 or that she was burdened by the innumerable fam-
 ily charges as charged and set forth in said
 bill of complaint they therefore neither admit nor
^{the same but they deny} deny that the said C. F. Cottle was in a state of mind
 bordering on insanity as stated in said bill of
 complaint. These defendants further aver and deny
 that said Deeds of Trust in said Bill of Complaint
 mentioned were given and received for the sole
 purpose of recommending and carrying out an
 unlawful and corrupt contract and one which
 was improperly made against public policy
 and to stand promissory notes founded solely
 upon an illegal and corrupt consideration
 as stated and charged in said bill of complaint
 These defendants also deny upon information and
 belief that at the time of the execution of said Deeds
 the said Cornisworth & Wilkinson or either of them
 or any other person had notice or were aware
 that the signing of said Deeds by the complainant
 and her express consent given to the execution

thereof was not the voluntary act of said complainant but was done under the pressure and influence of the causes in and to be mentioned - but on the contrary thereof they aver that the said Christine Castle the complainant before the execution of said Deeds, expressed a willingness and intention to execute the same and that her signing was her own voluntary act done freely and of her own will and accord, so far as any notice or information has come to the knowledge of either of these defendants or their or either of their attorneys or agents. These defendants further aversing upon information and belief, insist that the said Edward B. Castle, Christine Castle and Joseph Feltens did full power and authority confer and by virtue of said estate executed agreement or settlement to make the said conveyances or Deeds of Trust in the manner and for the reasons and purposes aforesaid and that the same are valid and binding. And this defendant William S. Ford upon his own knowledge and said other defendants as they believe to be true further say that immediately after the execution of said Deeds of Trust and upon the same day the said Feltens pointed out to this defendant Ford two cases of goods then in the store No 100 Cambridge Street in containing the goods obtained from the defendants Ford and then told this defendant that he had

said notes to wit said goods as he thought they
 would be trouble about them. And the defendant
 Bond further answering says unto the other defendants
 as they believe to be true say that for a valuable
 consideration by him fully received and before said
 note fell due he sold assigned and transferred
 the said note to Samuel M. Hutchins of New York
 City who now holds the same and that this defendant
 has no interest in the same or said Debt or other
 than by power of his endorsement of said notes.
 And the said C. V. Colby for himself says and the
 other Defendants believe the same to be true that he
 did before said notes fell due for a valuable
 consideration by him then received sell assign
 and transfer the said notes payable to him to
 Peter Comstock of the City of Chicago who now
 holds the same and that this defendant has
 no interest in said notes or said Debt of
 Bond. And the said Archer for himself
 says and the other defendants believe the same to
 be true that the said Archer Carr & Co. before
 said notes fell due for a valuable consideration
 by them received did transfer and assign said
 notes to him payable to David P. Cook and
 Samuel M. Ripley who now hold the same and that
 the said Archer Carr & Co. have no interest
 in said notes or Debt of Bond other than as

endorsers of said notes. And the said defen-
dants Benjamin Thompson further answering
— for himself upon his own knowledge and the
other defendants believe the same to be true that
pursuant to the said notes given to East & Thompson
falling due they for a valuable consideration
then received sold and assigned said notes to
Richard B. Dana and that they the said East &
Thompson have now no interest in said notes or
Trust Deeds except as endorsers of said notes,
and the said C. R. Kellogg further answering upon
his own knowledge and the other defendants
believe the same to be true says that the said
C. R. Kellogg & Co. before said notes in said Trust
Deeds mentioned which were given to them were
due, they the said C. R. Kellogg & Co. for a valuable
consideration by them received, sold and assigned
said notes to East & Ripley and that they have
now no interest in said notes excepting as endorsers
thereof. And the said Martin Day Sr. of the said
firm of "Day & Co." further answering upon his
own knowledge says that the said Day & Co. had
commenced suits at Dubuque to recover their said
demand for said goods sold to E. A. Castle long
prior to the arrest of said E. A. Castle and others
as aforesaid and are in a fair way to recover
their said demand of a large part thereof
and that they had nothing to do nor were they in

any way connected with the said foreclosure.
 But knowing that the said E. H. Castle was desirous
 of settling their said demands in the manner aforesaid
 they gave up their demands and notes, which they
 held against E. H. Castle and discharged said
 suit at Dubuque in consideration for said notes
 in said Trust Deeds mentioned herein by said
 Deeds, that long before said first mentioned notes
 fell due the firm of Fay & Co. dissolved and
 sold said notes for a consideration then received
 by them to Dr. Craig and they have not since
 then had any interest in said notes or Trust Deeds
 nor have they at this time and the said Henry
 A. Hill of the firm of Hill Hill & Granger further
 answering upon his own knowledge, and the other
 defendants believe the same to be true, say that
 the said demands of the said Hill Hill & Granger
 for which they received the notes in said Trust
 Deeds mentioned were against the said
 E. H. Castle, John P. Hill, and the said E. H. Castle
 being paper which they the said Hill Hill &
 Granger held against all of said aforementioned
 parties and that before said notes in said Trust
 Deeds mentioned fell due, they the said Hill
 Hill & Granger assigned said notes for a
 valuable consideration to J. Granger Adams.

And these defendants deny all joined
 and unlawful combination which they stand
 charged in said bill without this that time or
 any other matter or thing in said bill contained
 necessary or material for them to answer, write &
 not herein or hereby well and sufficiently answered
 into confessed and avowed, traversed or denied in
 true to the knowledge or belief of these defendants
 and they pray hence to be dismissed with their
 costs to be taxed

Chamsworth & Rogers
 cols for Dfs

Shaw of Simon

Austin Day Jr

Wm J. Pond

John C. L. Prusher

Wm. Colby

A. D. Pittsforth

Geo. B. Adcock

Almond V. Colby

W. C. Thompson

L. A. Milard

W. H. Hill

J. C. Knison

J. C. Haysen

W. L. Searles

C. H. Kellogg

W. L. Knison

David H. Haysen

W. D. Russell

State of Illinois }
County of Cook }
}

William Colby, William S.

Bond, John C. L. Jackson, Abraham L. Schenck,
John B. Mason, Samuel T. Colby, R. C.
Thompson, S. A. Willard, W. H. Hill, R. P.
Hanson, J. J. Ayerson, J. E. Benedict, C. R.
Kellogg, R. S. Knowles, Russell Benedict Henry
J. Russell being duly sworn each for himself
and not for the other both depose and say
that the truth heard read the within answers
by him subscribed, and knows the contents
thereof and that the same is true of his own
knowledge except as to the matters therein stated
to be upon information and belief and as to
those they believe to be true

Wm S. Bond
John C. L. Jackson
Wm Colby
A. L. Schenck
John B. Mason
Samuel T. Colby
R. C. Thompson
S. A. Willard
W. H. Hill
R. P. Hanson
J. J. Ayerson
J. E. Benedict
C. R. Kellogg
R. S. Knowles

Subscribed and sworn to before me this 11 day
of Dec. A. D. 1856

C. H. Holden

Notary Public

the above named D. P. Kinsin
Thompson William Hill J. K. Quisenberry
Benedict Kellogg Minna H. D. Bassett
Ryerson Amos & Jacobus
subscribed the above

affidavit & were sworn to
the truth of the same this
10th of December A.D. 1856 by me
Geo. W. Magell
Not. Pub.

Justin Day Esq

Appearance of all the defendants is entered
and the above answer adopted by them as their
answer to said Bill

James W. Purges
Solicitors for Depts.

Richard A. Swift
Raymond C. Swift
George H. Blake
Woody Case
John D. Selworth
Redford H. Selworth
Wm. D. Stone
D. P. Kinsin
George Wood
H. C. Duggell

A. C. Smith

L. H. Miller

W. H. Park

C. Babcock

E. C. East

Albert H. Johnson

Charles Bellows

H. P. Wood

J. L. Younger

Eli H. Mullory

Charles J. Burnham

A. Key, Esq

C. E. Cook

Leah W. Smith

C. J. Brown

Daniel F. Linton

Miller

Sanitall

Samuel H. Turner

Wagon Haven

J. J. Sawyer

John S. Sweet

James R. Yates

Henry Johnson

Franklin Harmon

on which there was endorsements in the
Words and Figures following to wit -

Post Circuit Court }
Ernie Rette }
vs } 8198
Colby Franks et al }

In Chancery (880 10')
Answers

Filed June 24. 1857
Wm H. Church Clerk

Sumner & Rogers }
vs } Solicitors }

Filed January 4th 1858
John H. H. Clerk

Filed Mar 26/58
Wm H. Church
Clerk

And also on the said Twenty sixth
day of March A.D. 1858 there was filed the

Replication

of Emeline Castle in the words and figures following
to wit.

The Replication of Emeline Castle who sues
by her next friends Amos Bennett to the joint and
several answers of William Colby - E. R. Kellogg - George
D. Slade - John C. S. Frasher - Moody Lewis - A. D. Sittounth
John D. Sittounth, Randolph W. Sittounth - William Dun
R. J. Rawson - J. A. Bartlett - D. G. Rawson - George Ward -
W. E. Doggett - H. G. Bassett - L. A. Willard - W. H. Peck - C.
Babcock - S. O. Post - Benjamin C. Thompson - William C.
Bond - John B. Ideson - Albert H. Jordan - Orlando Bell
- Louis - H. K. Buell - H. S. Hill - G. L. Spranger - Russell Benedict -
Eli H. Mallory - Ethel T. Fairham - Joseph W. Ryerson -
Daniel Mills - C. J. Brown - Daniel Dillebeck - Mills
- Forestall - Samuel H. Jewell - Aaron Hareid - D. L. Jaco
bus - J. P. Jacobus - John H. Jewett - James L. Gates - Henry John
son - Daniel Hanson - Franklin Hanson - C. C. Cook - A. Keen
Lee - Justin Day Jr - Richards W. Swift - and Lyman Swift
- This repliant saying and assuming unto herself
all and all manner of advantage of exception to the
manifest insufficiencies of the said answers. for
replication sheweth unto wit that she will and

740
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prove her said bill to be true, Certain and sufficient in the law to be answered unto, and that the said answer of the said defendant is uncertain untrue, and insufficient to be replied unto by this repliant; without this, that any other matter or thing whatsoever in said answer contained, material of effectual in law to be replied unto, Confessed and avowed, traversed, or denied, is true - All which matters and things this repliant is, and will be ready to answer and prove as this Honorable Court shall direct, and humbly prays as in and by her said bill she hath already prayed -

J L Dickey of Counsel
for Complainant

Emeline Castle
By her next friends
Amos Bennett. - By
J L Dickey
Complt. Solicitor

On which there is an endorsement in the words and figures following to wit:

In Civ. Court Cook County
Emeline Castle
8198 vs 259
Joseph Filkins et al

Chancery
Replication

(No 17)
Filed 3 July 1854

Wm L Church Clerk

Filed January 4th 1858

John Glas Clerk

Filed Mar 26/58

Wm A Keisted Clerk

And also on the said Twenty fifth day of
March A.D. 1858 There was Filed a

Supplemental Bill

In the words and figures following to wit

State of Illinois - Cook County & Circuit Court
thereof - & Chancery -

Emeline Castle a feme covert who sues by
her next friend Amos Bennett - by way of
supplement & amendment to her bill of Com-
plaint heretofore exhibited in said Court - against
Joseph Filkins - Edwards H. Castle, Richard W. Swift,
Wm Colby - O. P. Colby and others - (which bill is
still pending) by leave of said Court now shows
to this Honorable Court & Charges that Frank
W Hutchins - Peter Comstock - David B Fisk, and
Samuel W. Ripley Richard H. Dona - Dr John
Craig & F. Granger Adams - respectively claim to
have some interest in some of the notes mentioned
in said deeds of Trust (of which Exhibits "A & B"
filed with the original bill are copies) and claim
respectively to have purchased said promissory
notes or some of them & that the same have
been assigned to them or that in some way that
they have some interest therein - and complain-
ant Charges that that if said notes or any of
them have been sold to said persons or to any

one or more of them respectively - that such sales and assignments were respectively made after said notes had become due - in the hands of the original payees thereof - and that such sales and assignments were made without any valuable consideration - and Complainant further charges that if any of said assignments or sales were made before said notes become due - and for a valuable consideration - that the purchasers respectively had notice of the equities of Complainant as the same are set out in her original bill of Complaint - and are not bona fide purchasers of said notes - and Complainant further inserts that said Claimant and supposed Assignees - as against the right & equities of Complainant as set forth in her bill occupy no higher or better position than that of the persons to whom said notes were respectively made payable Complainant therefore asks that said Peter Constock - Frank W. Hutchins David B. Fish Samuel W. Ripley, Richard H. Dana. John Craig and F. Granged Adams - may be made defendants in said suit, and that they may respectively be summoned & required to answer as well the allegations of the original bill of Complaint as the allegations of this Supplemental & Ammendatory Bill but not upon their oaths which are hereby expressly waived and that by the final decree of this Court

Complainant may have the relief ask for
in her original bill, and that alleged and
pretended equities of said defendants, may be
adjudged of no validity and that the Court
may grant to Complainant such other and
further relief as may seem just as Complain-
ant will ever pray.

Emeline Castle
who sues by her next friend
Amos Bennett
J. L. Diskey - Sol
for Complainant

On which there is an endorsement in the
words and figures following to wit:

Cook. Circuit. Court
259 8198
Emeline Castle
By her next friend
(No 18) Amos Bennett
vs
Joseph Filkins et al.

Supplemental Bill
making new parties Defendants

Filed July 14. 1857
J. L. Church
clerk

Filed January 4th 1858

John Glop

Clke

J L Dickey

Sol for Camp

And also on the said Twenty fifth day
of March A.D. 1858 There was Filed an
Answer

Answer

To Supplemental Bill

In the words and figures following to wit

In the Cook Circuit Court

In Chancery

The joint and several Answer
of Peter Constock, Frank W Hutchins, David
B Fiske Samuel W Ripley Richard H. Dana
John Craig & J. Spranger Adams to the
Supplemental and Ammendatory Bill of
Emeline Caste who sues & against them

These Defendants now and at all
times hereafter saving and reserving to
himself all and all manner of advantage
of exception to the said Bill for the many
most uncertainties & other imperfections
therein contained, for Answer nevertheless
thereunto or unto so much and such parts
thereof as they are advised, is or are materi-
al or necessary for them to make answer
unto they answering say That they admit
that the said Complainant filed her said
original Bill of Complaint in this Court a-
gainst Joseph Felkins, Edward H Caste

Richard H. Swift William Colby O. V. Colby and others - that the same is still pending there but they deny any and all the allegations matters and things in the said original Bill contained to be true as therein stated (tending to show or charging) that the said deeds of trust therein mentioned were not duly & properly made executed acknowledged and delivered, or that they are not liens upon the lands therein described, with power to sell the same for the payment of the said notes herein described.

And these defendants further answering say the said Frank W. Hutchins that he now holds and owns the said notes in said trust deeds described as made payable to William S. Bond that they were duly assigned and endorsed to this defendant before due for a valuable consideration by him paid therefor without notice of the equities of the said Complainant if any she have in the premises.

The said defendant Peter Constock that he now holds and owns the said notes in said trust deeds described as made payable to O. V. Colby that they are duly assigned and endorsed to this defendant for a valuable consideration by him paid therefor, before due, and without notice of the equities of the said Complainant if any she have in the premises.

The said Defendants David B. Fiske and Samuel W. Ripley that they now hold and own the said notes in said Trust deeds described as made payable to "Fraser Carr & Co." & "E. R. Kellogg & Co." that the said notes were duly assigned and endorsed to these Defendants before due for a valuable Consideration by them paid therefor and without notice of the equities of the said Complainant if any she have in the premises.

The said defendant Richards & Dana that he now holds and owns the said notes in said Trust deeds described as made payable to Post & Thompson that the said notes were duly assigned and endorsed to this defendant before due for a valuable Consideration by him paid therefor and without notice of the equities of the Complainant if any she have in the premises.

The said Defendant John Craig that he now holds and owns the said notes in said Trust deeds described as made payable to Day & Lee, that the same were duly assigned and endorsed and transferred to this defendant by said Day & Lee before due for a valuable Consideration by him paid therefor, without notice of the equities of the Complainant if any she have in the premises.

The said defendant F. Sprague Adams that he now holds and owns the said notes

in said Trust deeds described as made payable to "Buel Hill & Granger" that the same were duly assigned and endorsed to this defendant by said Buel Hill & Granger before due for a valuable consideration by him paid therefor without notice of the equities of the said Complainant if any she have in the premises -

And do these defendants further answering say that for holding and owning said notes they took and take the lien established under by said Trust deeds upon the lands therein described freed and discharged from any and all equities if any of said Complainant and are now well entitled to have said lands sold under the powers contained in said Trust deeds. And do these defendants say that the said Complainant hath not in and by her said bill made or stated such a case as doth or ought to entitle her to any relief in account of equity & they pray the same benefit herefrom as though they had demurred to said Bill for that cause -

And do these defendants deny all fraud & combination with which they stand charged without this that there is any other matter or thing in said bill contained material or necessary for these defendants to answer unto & not herein and hereby well and sufficiently answered unto confessed bills

avoided, traversed or denied is true to knowledge
or belief of these defendants. All which matters
and things these defendants are ready to avoid
maintain and prove as this Court shall direct
& they may hence to be dismissed with
these costs and damages &

Frank W Hutchins
Peter Lemstocke
David D Fiske
Samuel W Ripley
Richard H Dana
John Craig &
F Spranger Adams

J H Farnsworth
W. Burgess
Clerk of Court

On which there is an endorsement in the words
and figures following to wit:

Cook Cir Court

Nº 19

8198

Frank W Hutchins Et al
ads

Emeline Castle

answ to Sup: Bill

Filed 16 July 1857

Wm. L. Church

clerk

Filed January 4th 1858
John Glas

W. T. Burgess
Sol

Filed Mar 26/58
Wm. A. Kersted
ck

and also on the said Twenty sixth
day of March A. D. 1858 there was filed
a Replication

Replication

To the answer to the Supplemental and
Amendatory Bill

In the words and figures following to wit

In the Circuit Court of Cook County
Illinois

In Chancery

The replication of Emeline Castle who
sues by her next friend Amos Bennett.
to the joint and several answer of
Frank W. Hutchins

Peter Cornstock

David B. Fisk

Samuel W. Ripley

Richard H. Dana

John Craig &

H. Granger Adams

to the original and the Supplemental
and amendatory Bills filed herein.

This repliant saving
and reserving unto herself all and

all manner of advantage of Exception to the manifold insufficiencies of the said answer, for replication thereunto saith that she will aver and prove, as well her said original bill as her Supplemental & amendatory bill, to be true certain and sufficient in the law to be answered unto, and that the said answer of the said defendants, is uncertain untrue, and insufficient to be replied unto by this repliant - without this, that any other matter or thing whatsoever in the said answer contained material or effectual in the law, to be replied unto, confessed, and avoided, traversed, or denied is true - all which matters and things this repliant is, and will be ready to aver and prove as this Honorable Court shall direct - and humbly prays as in and by her said bills she hath already prayed

Emeline Castle - by her
next friend Amos Bennett
By O. L. Dickey - Sol^r for Compl^t

on which said replication are the following
endorsements to wit:

In his Court. Book to
Emeline Castle

259 vs 8198
Joseph Filkins et al
Chancery

Replication to answer of Supplemental
& amendatory Bill

Filed July 17. 1857
Wm. L. Church
clk

Filed January 4th 1858
John. Gos
clk

Y. L. Dickey
Solo. for Compl^t

Filed Mar 26/58
Wm. A. Riested
clk.

And also on the said Twenty Sixth day of March A.D. 1858, there was Filed an Answer.

Answer

of John Craig to said Supplemental and amendatory bill and which is in the words and figures following to wit:

State of Illinois

Cook County Circuit

Cook Co

Court - In chy -

The Seperate answer of John Craig to a Supplemental bill filed against him & others by Amos Bennett next friend of Emeline Castle, and to the Original bill in the case of said Emeline Castle vs Joseph Filkins in this Court. This respondent reserving for Exceptions the many Errors of law & fact in said Supplemental & original bill contained, for response to as much thereof as he is advised is material for him to answer says - he knows nothing of the matters & things in said Original bill, of the circumstances - attending & preceding the making and execution of said deed of trust by Emeline Castle but believes & charges the same to be untrue & not founded

in fact, and this complainant denies
 all and singular the allegations of said
 original bill as far as the same are
 or may be in any manner applicable
 to him, & particularly all fraudulent
 combination & collusion with any of
 his confidants or any body else for
 the purpose of injuring & defrauding
 the complainant. This respondent
 admits he is interested in certain
 notes mentioned in said deed of trust
 & says that he procured them from Day
 & Lee the payees therein - one for the
 sum of six hundred & ninety four $\frac{94}{100}$
 Dollars bearing date at Chicago May
 2nd 1856 & payable six months after
 date at the Bank of R. A. Swift & Co
 in Chicago - the other for the sum
 of Two hundred & Seventy six $\frac{26}{100}$
 Dollars & bearing same date & payable
 in like manner & time - that he pur-
 chased said notes from said Day
 & Lee for a valuable consideration long
 before they were due - & this respondent
 also positively denies that either of said notes
 became due in the hands of said Day
 & Lee payees thereof before they were
 assigned to this respondent - this
 respondent also positively denies that

he had any notice whatever of any Equities of the Complainant in said notes or under said deed of Trust either those mentioned and alledged in said bill or any others, - and this respondent denies that said Complainant has any such Equities as those set forth by her in her original bill & charges that they do not exist - & insists that if they do, they are not chargeable upon this respondent; first, because the payees of said notes, Day & Lee, took said notes in good faith for a valuable consideration & without any knowledge that said deed was not signed and executed with the free will of the Complainant & in total ignorance of any of her alledged Equities. 2^{dly} - because if said Day & Lee had knowledge of said Compulsion & persuasion on the part of Complainant's husband & others & of said alledged Equities of the Complainant, this respondent was entirely ignorant of each and all said things & is & was an ~~innocent~~ bona fide purchaser of said notes for a good & valuable consideration, all of which is expressly alledged

Filed January 4th 1858

John Glop

Clk

J L Dickey

Sol for Comp

Emeline Castle

Y. L. Dickey Sol
for Comt

on which said answer & Replication
appears the following Endorsements to wit:

Emeline Castle

8198

vs
Joseph Filkins

Answer of John Craig

Filed July 20th 1857
Jm L. Church

clk

Filed January 4. 1858
John Gros

clk

Waller & Caulfield
defts Sols

Filed Mar 26/58

Jm A. Kiersted

clk

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one or more of them respectively - that such
Sales and assignments were respectively made
after said notes had become due - in the hands
of the original payees thereof - and that such
Sales and Assignments were made without
any valuable Consideration - and Complainant
further Charges that if any of said assignments
or Sales were made before said notes become due -
and for a valuable Consideration - that the purcha-
-ses respectively had notice of the equities of
Complainant as the same are set out in her
original bill of Complaint - and are not bona
-fide purchasers of said notes - and complain-
-ant further inserts that said Claimant and
Supposed Assignees - as against the right &
equities of Complainant as set forth in her bill
occupy no higher or better position than that of
the persons to whom said notes were respectively
made payable Complainant therefore asks that
said Peter Constock - Frank W. Hutchins David B. Fish
Samuel W. Ripley, Richard H. Dana. John Craig
and F. Granger Adams - may be made defend-
-ants in said suit, and that they may res-
-pectively be summoned & required to answer
as well the allegations of the original bill of
Complaint as the allegations of this Supple-
-mental & Amendatory Bill but not upon
their oaths which are hereby expressly waived
and that by the final decree of this Court

And also on the said 26th day of March
A. D. 1858. there was filed a

Petition for Change of Venue

In the words and figures following to wit

State of Illinois }
Cook Co. } ss.

Circuit Court of Cook
County in the State of Illinois. In Chancery—
November Term A. D. 1857—

Emeline Castle Complainant who Sues by her
next friend Amos Bennett

vs

Richard B Swift }
Lyman P. Swift }
Edward H. Castle }
Joseph Silkins }
Wm. H. Colby }
O. V. Colby }
John E. S. Frasher }
Moody Carr }
A. D. Fittsworth }
John D. Fittsworth }

Defendants

Rudolph M. Tittsworth 2
 Wm Dunn 2
 R. J. Rawson 2
 A. A. Bartlett 2
 D. G. Rawson 2
 George Ward 2
 W. E. Doggett 2
 W. D. Papett 2
 D. H. Hills 2
 L. A. Willard 2
 W. H. Peck 2
 C. Babcock 2
 S. A. Post 2
 Benj. C. Thompson 2
 Wm S. Bond 2
 John B. Edison 2
 Albert H. Jordan 2
 Orlando Bellows 2
 H. K. Buel 2
 N. L. Hill 2
 G. L. Granger 2
 Russell-Benedict 2
 E. N. Malloy 2
 Ethel S. Farnham 2
 A. Kerr - See
 — Day -
 Joseph T. Ryerson 2
 C. E. Cook 2
 David H. Mills 2

C. J. Bowen
Daniel Dillenbeck
— Mills
— Janistall
Samuel H. Furrill
Aaron Haven
D. S. Jacobus
John H. Jewett
James S. Gates
Henry Johnston
Daniel Hanson
Franklin Harmon
Peter Comstock
Frank W. Hutchins
David B. Fisk
Samuel W. Riplay
Richard H. Dana
John Craig &
J. Granger Adams

— Bill in Chancery to set
aside trust deeds & for other relief —

The said Emeline Castle Complainant
in the above entitled suit — being duly sworn
says on oath — that —

She fears that she cannot and will not
receive a fair trial in the Court in which
said action is pending — that is to say, in the
Circuit Court of Cook County — on account

that the Judge of Said Court - (The Hon. George Manierro) is prejudiced against her cause in this suit - She therefore asks that said Court will award a change of Venue to some Court and County where the Cause complained of herein does not exist - Affiant further states that the cause for which the change of venue is asked in this case - came to the knowledge of Affiant at first on the first day of December A. D. 1857 - and less than ten days prior to the making of this application -

Affiant further States that she fears she could not have a fair trial in said suit in the Cook County Court of Common Pleas, on account that the Judge of that Court is prejudiced - against her cause herein. - Affiant further States that a large part of the defendants in said cause are influential - wealthy & active business men in the City of Chicago, and that upon information & belief she states that by means of mis-representations through the News-papers & otherwise they have produced a prejudice in the minds of the inhabitants of said County of Cook - embracing the Judges of the Courts of said County and have an undue influence over their minds so that Affiant can not expect a fair and impartial trial in her Cause in Said County of Cook -

Emeline Castle -

State of Illinois $\frac{1}{2}$
Cook County $\frac{3}{3}$ ss.

Sworn to & Subscribed
before me - this 4th day
of December 1857.

N. Allen J. Peace

J. L. Dickey as Solicitor for Complainant
& for her next friend Amos Bennett presents
the foregoing petition -

J. L. Dickey

Signed Dec - 15 - 1857 -

State of Illinois }
Cook County } ss

J. L. Wickup being duly sworn says on oath - that he caused written notice - to be served on W^m S. Burgess the attorney of defendants in the suit mentioned in the foregoing petition; on Thursday the 3rd day of December 1857 - that the foregoing application would be made on the 7th of December or as soon thereafter as Counsel could be heard & that Affiant had a conversation with said W^m S. Burgess on Saturday the 5th of December 1857 - in which he learned from Mr Burgess that he had received said notice -

Affiant further states that he is well satisfied that the Complainant in the said Cause can not expect a fair impartial and unbiased trial in said Cause in the said County of Cook -

Subscribed and }
sworn before me this }
15 Dec 1857 }
W. L. Church }
Clerk }

J. L. Wickup
Solicitor for
Complainant

on which said petition for change
of venue are the following Endorsements
to wit;

Circuit Court of Cook County
216 8198

Emeline Castle

vs

R. K. Swift et al

Petition for change of venue

Filed 7 Dec 1857

Wm. L. Church

clerk

Filed January 4 1858

John Glas

clerk

Filed May 26 /58

Wm. A. Kiersted

clerk

And that on the said 26th day of March
AD 1855. there was filed a

Transcript from the Circuit Court
of Cook County
in the words and figures following to wit.

United States of
America State of
Illinois
Cook County

f.

Monday Mar 16th 1857

Plead before the Honorable George Manierre Judge
of the seventh Judicial Circuit-Circuit of the State
of Illinois and sole Presiding Judge of the circuit
court of Cook County in said state, at a trial
term thereof begun and held at the court house
in the city of Chicago on the third Monday
(being the sixteenth day) of March in the year
of our Lord One Thousand Eight Hundred and
Fifty seven and of the Independence of the
United States Eighty second

Present Hon George Manierre Judge of seventh judicial circuit,
John S Wilson Sheriff of said County.
Charles H. Vance State Attorney
Alfred Williamson L. Church Clerk

Be it remembered that hereofore to wit on the 10th day of July last past and of the June special Term of our said Circuit for the year aforesaid the following among other proceedings in said court were had and entered of Record on the Chancery side to wit

Emeline Castle by her
next friend Amos Bennett
vs
Joseph Filkins and others

Bill of Jurisdiction &c

This day came the said parties by their respective solicitors and on motion of defendants the said complainant is ordered to close her taking of proofs in this cause by first day October Term, to which ruling of the court the said complainant by her solicitor excepts and thereupon on motion of complainant It is ordered that said defendants be ruled to close their taking of proofs herein by the first day of next Term and whereupon on motion leave is given said complainant to file supplemental and amended bill herein within thirty days,

And afterwards to wit on the 16th day of July in the year last aforesaid and of the term of said court last aforesaid the following further proceedings were had and entered of Record

in said court in this cause to wit;

Emeline Castle by her next
friend Amos Bennett

259

vs

Joseph Gillies & others

Bill for Injuria &c

Ordered on motion that
complainants either except or reply to defendants
answer to said complainants, supplemental bill
herein within ten days.

And afterwards to wit; on the 29th day of October
in the year last aforesaid and of the October Term
of said court aforesaid the following ^{Further} proceedings
were had and entered of Record in said court
in this cause to wit;

Emeline Castle by her next
friend Amos Bennett

vs

Joseph Gillies and others

Bill for Injuria &c

On motion of the said
complainant by her solicitors no opposition
being made thereto it is ordered that the
rule upon the said complainant to close
proof in this cause be and the same is
hereby extended three weeks

And afterwards to wit on the 16th day of December
in the year last aforesaid and of the November

Terms of the said Circuit court aforesaid the following further proceedings were had and entered of Record in said court in this Court

Emeline Sastte by her next
Friend Amos Bennett

216

vs

Joseph Sillins & others

Bill for Inj. &c

This cause came on to be heard upon the Petition of the said complainants to change the venue in this cause from this county where the same is pending to some adjoining county and it appearing to the court that due notice of this application has been duly given to the said defendants and it further appearing that there cannot be a fair and impartial trial of the issue joined between the parties in this county. It is therefore ordered that the venue in this cause be changed from this county to the adjoining County of Du Page and that the clerk of this court transmit to the Circuit Court of the said County of Du Page the original writ & pleadings, depositions and other papers filed together with a certified copy of the order made and entered of Record in this cause

Statute

State of Illinois
County of Cook

1857
S

I William S. Church
Clerk of the Circuit Court in and for
the County of Cook and State aforesaid do hereby
certify the above and foregoing to be a true and
perfect copy of all the orders made and
entered of Record in our said Circuit Court
in a certain cause lately pending therein on
the Chancery side of said Court wherein
Emeline Latta by her next friend Amos Bennett
is complainant and Joseph Tillman Edward
McCastle Et all are defendants and I further
certify that the accompanying files containing
the original writs pleadings depositions and
other papers numbered from 1 to 27 inclusive
and all the papers filed in our Circuit Court in
said Cause

In witness whereof I have hereunto
set my hand and affixed the seal of our said
Circuit Court at Chicago in said County this
24th day of December AD 1857

Wm S Church Clerk

On which there is an endorsement in

the words and figures following to wit

Emeline Castle by her
next friend H

^{was}
Joseph Tillman Esq

Transcript from Court Records.

Filed January 4th 1858
John Galt

MS

Filed Mar 21st 1858
Chas. A. Kinsted

MS.

And also was filed in the office of the Clerk
of this Court, the following letter, the 25th
day of February 1858

Naperville Feby 19th 1858

Clerk Cir Court Grundy County

Castle } Dear Sir
vs }
Swift et al } Bill
 }
 } In this case the Hon
 } Judge Jesse O. Norton has
 } charge of all the papers
 } pertaining to this suit - and
 } he undoubtedly will see
 } the same delivered to you
 } in due time

Yours Most Respectfully
John Glos
JG

upon which letter are the following
endorsements to wit:

Castle #6.
vs } Clerk's letter
Swift et al }
Filed Feb 25/58
W. A. Kierstedt clk

and also on the Twenty ninth day
of March A.D, 1858 there was
Filed a Demurrer
To Bill & 1st & 2nd Supplemental
Bills

& In the words & figures following to wit:
State of Illinois Grundy Circuit
Court - In Chancery - March 7 1858

Emeline Castle who mes &c }
vs }
Richard K. Swift et al }

and now
come Clarissa Filkins and Israel
Runyon and Elizabeth Runyon
parties defendant - and each for
himself & herself - say and insist
that the allegations contained in
Complainants bill - and Supplemental
bill and 2nd Supplemental bill
do not entitle said Complainant
to any relief against them or
either of them, and therefore
they doth demur to said bill
& Supplemental bills

Lynus E Dickey
Sol. for defts

on which said Demurrer are the
following Endorsements to wit:

Grundy Cir Court

Emeline Castle &c

vs

R. K. Swift & al

Demurrer to bill by Defts
Clarissa Filkins
Elizabeth Runyon &
Israel Runyon

Filed March 29 / 58
Wm A. Noyes
cks

And also on the Twenty Ninth day of March A.D. 1858 there was filed a second Supplemental Bill

2nd Supplemental Bill
making

Clarissa Filkins
Edward Filkins
& Elizabeth Runyon
Israel Runyon
parties - defendant

and in the words & figures following to wit:

To the Hon Jesse O. Norton
Judge of the Circuit Court of
Grundy County - In Chancery
Emeline Castle who sues
by her next friend Amos Bennett
Shows to your Honor

That on the 16th day of De-
cember A.D. 1856 - She instituted a
Suit in Chancery by bill - in the
Circuit Court of Cook County,
Illinois against Richard & Swift,
Edward H. Castle, Joseph Filkins -
and divers other defendants -
and that such proceedings were
afterwards had therein that on the
16th day of December 1857 by the
order of said Circuit Court the
venue in said cause was changed
to the Circuit Court of the County
of Dupage - and that afterwards

about the 16th of February 1858 -
 by the agreement of parties the
 venue in said cause was changed
 from said Circuit Court in the
 County of Dupage to the Circuit
 Court of the County of Grundy where
 the same is now pending - Your
 Oratrix further Shows unto your
 Honor that after said Suit was
 begun and before the 4th day of
 January A.D. 1858 said Joseph Filkins
 one of said defendants departed this
 life intestate, leaving a Widow
 Clarissa Filkins - who has been appoin-
 ted & now is administratrix of the
 Estate of said Joseph Filkins deceased
 - and two children viz Edward
 Filkins a Son who is now seventeen
 years of age, and a Daughter
 Elizabeth Runyon - wife of Israel
 Runyon and that said Edward
 Filkins and said Elizabeth Runyon
 are the only heirs at law of said
 Joseph Filkins deceased.

Complainant further Shows that
 the Original bill in said Cause.
 Complainant filed a Supplemental
 bill to which reference is here made

Your Orator now prays
 to be permitted to file this her
 second Supplemental bill, and
 that the said Clarissa Filkins
 and Edward Filkins and said

Elizabeth Runyon and Said Israel
Runyon: her husband may be
made parties defendants to said
Original bill in lieu of said
Joseph Filkins deceased - and
that ^{they} may each be required to
answer the allegations of said
Original bill and of all the amend-
ments and supplements thereto - and
that upon a final hearing complain-
ant may have the relief prayed
for by her in her Original & Sup-
plemental bill aforesaid as
she will ever pray

J. Lyle Dickey
Sol for Compl^t

on which said 2nd Supplemental
bill, are the following Endorsements
to wit:

Grundy Cir Court

Emeline Coaste &c

R. N. Swift et al

2nd Supplemental Bill
making

Clarissa Filkins
Edward Filkins
& Elizabeth Runyon
& Israel Runyon.

214

parties - defendant

Filed Mar 29th 1888
Wm. A. Trustad
cks

and also on the Twenty ninth
day of March A.D, 1858 There
was filed an answer

Answer
of Guardian ad Litem of
Edward Filkins
a minor Deft

and in the words & figures following to wit
State of Illinois. Grundy Circuit
Court in Chancery

Emeline Castle &c }
vs } change of Venue
R. K. Swift et al }

The said Edward
Filkins, by James N. Reading his
guardian ad litem by the Court
in this behalf appointed - for
answer to the original bill and
Supplemental bills in said Cause -
says that he is of tender years
and is not advised as to his
rights and is ignorant of the
truth of the allegations thereof
and insists that complainant
may be required strictly as to
law and facts to show to this
Court - whatever rights she may
claim against this defendant
J. N. Reading
Guardian ad litem

220
216

W. H. H. 1

for said Edward

on which said answer appears
the following Endorsements to wit:

Grundy Circuit

Emeline Castle & c

vs
N. K. Swift et al
answer of Guardian
ad litem of
Edward Fulkins
a minor defd

Filed Mar 29/58
W. A. Keister
ck

19

And also on the Thirtieth day of
March A.D 1858. There was filed
a Joinder in demurrer of Mrs Filkins
& others

(Joinder in Demurrer)
and is in the words and figures
following to wit:

" State of Illinois - Grundy Circuit
Court - In Chancery &c

Emeline Castle &c

^{vs}
R. K. Swift et al

and Complainant
now comes and joins in demurrer
with Clarissa Filkins & Elizabeth
Runyon & Israel Runyon - filed
herein & asks that the same may
be overruled

F. Lyle Dickey
Sol for Complainant

on which Joinder in demurrer
appear the following Endorsements
to wit:

Castle &c

^{vs}
R. K. Swift et al

Joinder in demurrer of

Mrs Filkins
Mrs Runyon &
Israel Runyon

Filed Mar 30/58
Wm. A. Kiersted
clerk

and afterwards at the March Term
1858. The following proceedings
were had before & entered of record
in said Court in said Cause
to wit:

James L. Gates Henry Johnson
 Daniel Hanson Franklin Hanson
 Frank W. Hutchins David B. Fisk
 Samuel W. Ripley Richard H. Dana
 John Craig F. Grainger Adams
 D. H. Mills Peter Comstock. Clarissa
 Filkins Edward Filkins who appears
 and defends by his guardian ad litem
 J. N. Reading. Israel S. Runyon.
 and Elizabeth Runyon his wife

March 29th 1858

and now comes J. L. Dickey Sol. for
 Complainant Defts answering by W. L.
 Burgess & Waite also come on motion
 of Complainants Solicitor leave is given
 to file Supplemental bill making
 Clarissa Filkins Edward Filkins
 Elizabeth Runyon & her husband
 Israel Runyon representatives of Joseph
 Filkins deceased parties defendant
 to the bill of complaint in this cause

And thereupon J. N. Reading Esqr
 is under the Statute in that case made
 & provided, appointed by the Court
 Guardian ad Litem for said

Edward Filkins who is a minor under twenty one years of age said J. N. Reading consenting in open Court so to act as such & it is further ordered that he answer forthwith as such guardian and thereupon the said Guardian ad Litem files the answer of said minor

And the said Clarissa Filkins Israel Runyon Elizabeth Runyon his wife by Cyrus E. Dickey their Solicitor come and enter their appearance to the said Bill & Supplemental Bill & file their demurrer which is joined by Complainant & is taken under advisement by the Court

March 30th 1858

It is ordered in this case that the demurrer to the bill filed in this cause by Clarissa Filkins and others be overruled

It is also ordered that the exceptions taken to the depositions of Alfred German and Elizabeth German by defendants be overruled - and that the motion of Complainant to suppress the deposition of John

7 Farnsworth be overruled and that the motion of Complainant to suppress the deposition of E. S. Castle be sustained - and that the deposition of said Witness be suppressed - & thereupon the defendants entered a motion for a continuance of this cause for the purpose of retaking the deposition of E. S. Castle and avoid a continuance of this cause Complainant waived his right to have said deposition suppressed which waiver is entered of Record & thereupon said motion for a continuance was withdrawn by said defendants - and afterwards the Court overruled the demurrer of said Clarissa Filkins Israel Runyon & Elizabeth Runyon filed to said bill of Complaint & on motion of Complainant a rule was entered against said defendants to answer said bill instantly and said defendants having failed to answer & being three times solemnly called the said defendants came not but made default & thereupon it was ordered by the Court that said bill & supplemental bills be taken

for confessed as against said defendants
Clarissa Silkins, Israel Runyon
& Elizabeth Runyon

And thereupon by consent of
the parties in Court by their attorneys
this case came on to be heard,
upon the bill & supplemental bills
& the several answers on file and
the replications thereto & upon
proofs - and after hearing the
proofs and the argument of
Counsel the consideration of this
Cause is taken under advisement
by the Court

April 1st 1858

And now on this first day of April
1858, the Court having fully considered
the Pleadings & proofs & the allegations
and arguments of Counsel doth
adjudge and decree that each of
the two deeds of trust (mentioned
in said Bill of Complaint
as having been executed by
E. H. Castle & Complainant and
Joseph Silkins as her trustee, and
of which copies were filed as
part of the bill & marked "Exhibit

"H" & "Exhibit I") be and the same are hereby set aside and declared void and inoperative and that said Richard K. Swift and Lyman P. Swift and the other defendants be and they are hereby enjoined & forbidden from proceeding to sell said property mentioned in said Deeds, or either of them and from proceeding any part of said property under or by virtue of either of said deeds and from and in any way interfering with said property, or any part thereof by virtue of said deeds or either of them. -

And it is further decreed that defendants pay to Complainant her costs in this behalf incurred and that Execution issue therefor -

To which opinion the Defendants Except

certificates
are

In the Circuit Court of Grady County
of March Term A. D. 1858

Emeline Castle who sues

vs

Richard K Swift et al

Change of Venue from
Cook Co

In Chancery

Red

Be it remembered that on the
31th day of March A. D. 1858,
came the Complainant by her
counsel Dickey & Wallace and
the Defendants who have answered
by their counsel Waite & Burges
also come - and the Complainant
moves to suppress the Deposition
of J. F. Farnsworth for the following
reasons

(Exceptions to Deposition of)
John F Farnsworth

" Grady County Circuit Court

March Term A. D. 1858

In Chancery

Emeline Castle who sues
by her next friend & c

vs

Richard K Swift et al

comes the said Complainant by J. L. Dickey her solicitor and excepts to the deposition of John H. Farnsworth in file in said cause, and moves the Court to suppress the same and each question and answer therein for the following reasons.

1st Said deposition is not properly authenticated and certified to have been taken before a Judge or Justice of the peace of the City of Washington in the District of Columbia

2nd The answer to the seventh interrogatory is not responsive to any preceding question propounded to the witness - and the question is so general as necessarily to preclude the Complainant from cross examination on the subject matter thereof

3rd Said deposition was not filed either with the Clerk of the Dupage Circuit Court - nor with the Judge Norton on or before the 16th day of February 1858 - and no cause is shown why said deposition was not taken before the 15th of that month, and so complainant insists that by the terms of the stipulation of the 15th of February

1858 - this deposition cannot be read
J. Lyle Dickey
sol for complt

On which said Exceptions to Depositions
appears the following Endorsements to
wit:

Grundy Circuit

Castle & c

vs

Richard K Swift et al

Exceptions to Deposition
of John Y Farnsworth

Filed March 30 / 58

Wm A. Kiersted

clk "

which motion after argument had
is overruled by the Court - the
Complainant excepts

The said Defendants
also move to suppress the Depositions
of Alfred Gorman & Elizabeth Gorman
for the following reasons "

Motion to Suppress Depositions

"The State of Illinois
 Grundy County ss
 Emeline Castle
 who sues by her next friend
 Amos Bennett

In Chancery
 Circuit Court within
 & for said County of
 Grundy

vs
 Richard K Swift et al }

And now comes the Defendants
 and move to suppress the deposition
 of Alfred Germaine taken in this
 case - for the following reasons
 First. Said depositions was not directed
 to the person named by the defen-
 dant - Wallace Pratt or according
 to the agreement of parties
 Second. The deposition is not taken
 by all the Commissioners named
 in the Commission but only one
 of them.

Third. Said deposition was not
 taken and filed within the time
 fixed for the taking and returning
 & filing of depositions in this case
 For these and other causes defen-
 dants move to suppress said
 deposition.

Burges & Waite
 Defendants Solicitors

upon which motion to suppress are
 the following endorsements to wit:

In Chancery

Emeline Castle &c

vs
Richard K. Swift et al

Mov to Suppress Dep of
Alfred German

Filed March 26/58.
J. M. A. Kersted
ck

The State of Illinois } Grundy County ss } Emeline Castle By her next friend } vs Richard K. Swift et al }	In Chancery Circuit Court within & for said County of Grundy
---	---

And now comes
the defendants and move to suppress
the deposition of Elizabeth Germaine
taken in this case for the following
reasons.

First Said deponus was not addressed
to the person named by the defendant,
or according to the understanding
or agreement.

Second Said deposition is not taken by
all the commissioners named in
the commission but only one
of them

Third
Fourth

Said deposition was not taken and filed within the time fixed for the taking & filing of depositions
Said clerk should have named Wallace Pratt as one of the Commissioners.

For these & other causes they move to suppress the deposition

Burgess & Waitt
Defendants atty

upon which motion to suppress are the following endorsements to wit:

Emeline Custer &c

vs

Richard K. Swift et al

Mov to suppress deposition of Elizabeth Germaine

Filed Mar 26/58

Wm A. Brewster

clerk

And thereupon Complainant filed the affidavits J. L. Dickey, J. G. Ransom & C. E. Dickey as follows

172
State of Illinois, Grand Circuit
Court - In Chancery, March
Term A D 1858

Emeline Castle, who sues
by her next friend &c
vs
Richard K Smith et al. }

Thomas E G Ransom
being sworn deposes that he
has carefully examined the
depositions of Alfred Germain
& Elizabeth Germain, now on
file in the above cause,
also the envelope hereinafter
mentioned - that he is the
Commissioner who took
& certified said depositions
- that the envelope now
found among the papers
in this case marked with
red chalk with the figures
59 - and endorsed "Filed
February 15th A D 1858
John Gless CLK" is the
identical envelope in
which affiants inclosed
and sealed up said dep-
ositions, and that all the
other writing, now on said

Envelope is in the Hand
 Writing of Affiant and was
 written thereon before the
 same was by Affiant sent
 by Cyrus E Dickey to said
 Clerk at Nashville
 as hereinafter stated
 - Affiant further states
 that on the Morning of the
 15th of February A.D. 1858
 he delivered said depo-
 sitions enclosed in said
 envelope and sealed up
 and delivered and endorsed
 as above stated - to Cyrus
 E Dickey to convey to said
 Clerk at Nashville

- Affiant finds said
 Commission, questions and
 answers and certificates
 pertaining to said deposi-
 tions now in the same
 condition in which they
 were when he sealed them
 up as aforesaid

Thos. E. Ransom

sworn & subscribed to
 before me this 2nd day
 of March 1858
 Wm. H. Hurst
 C. M.

Cyrus E. Decker being
sworn deposes ~~and says~~
that he has read the fore-
-going affidavit of Hanson
- that he has examined the
depositions and envelope
spoken of in said affidavit
as they now appear among
the files of this Grand Cir-
cuit Court - That affi-
-ant knows of his own per-
-sonal knowledge that
said depositions of Alfred
German and Elizabeth Ger-
-man were filed in the office
of the Clerk of the Circuit
Court of Du Page County
Illinois on the 15th day
of February 1858 -

That affiant saw said
Ransom enclose and seal
up said depositions in the
envelope now on these files
which is marked in red
chalk with the figures
"59" - That affiant
received the same from said
Ransom in the condition

stated above by Ransom
and took the same on the
15th day of February 1858
& filed the same with said
Clerk at Nashville - and
saw the said Clerk endorse
on that day on the said
depositions the words
which now appear on
said envelope "Filed Feb-
ruary 15 1858 John Gloss
Clerk"

Affiant further
states that on that day
said John Gloss Clerk -
in affiant's presence made
up a package (consisting
of said deposition still
sealed up in said envelope
- and some papers then
sealed up in the envelope
now on file here and
marked in red chalk
"57" - and some papers
then sealed up in the
envelope now on file here
and marked in red chalk
58 - and the affidavit
of Manley (not then in
envelope) and now on
file here and marked in
red chalk with the figures "22"

And the notices and inter-
rogatories for the German
depositions, which is now
on file here and marked
in red chalk with the
figures #2 + and sealed
up said package containing
said five documents and
addressed the same to the
Hon. Jesse C. Vorton Judge
& C and delivered the same
to affiant ~~to~~ sealed up
to be taken to Judge Vorton
That affiant took said
package so sealed & addre-
-ssed and in the same con-
-dition gave the same at
Chicago on the evening of the
15th day of February A.D. 1858
- to J. L. Dickey to be by
him delivered to said Judge
Vorton + and that said
package so delivered to said
J. L. Dickey did contain the
said depositions of said
German & wife - sealed up
in the same envelope in which
it was received by affiant
from said Ransom, and
that said envelope was
not opened after it left
Ransom's hands until it

was delivered to said J L
 Dickey as aforesaid - and
 was in the same condition
 as when received except
 that said clerk had written
 on the said envelope the
 Memorandum of its filing

Cyrus E Dickey
 subscribed & sworn to
 before me this 29th
 day of March 1858
 G. W. D. K. K. K.
 Clerk

J L Dickey being duly
 sworn on oath states that
 on the 15th day of February
 1858 in the evening at Chi-
 -cago - he received from said
 Cyrus E Dickey the sealed
 package spoken of in the
 foregoing affidavit - as
 addressed to the Hon Jesse
 Norton Judge &c - and
 that said package kept
 the same - in the same
 condition until he met
 Judge Norton - and
 then on the 1st day of ^{the} March
 Term - in open court deliv-
 ered the same to Judge Norton

- and he is informed and believes that Judge Norton handed the same to George Kersted deputy clerk of this Court to be opened & filed and that on the 24th day of March 1858 said George Kersted did open said package and the sealed packages therein and without marking the envelopes filed, he marked each of said papers as filed

J L Dickey

Subscribed & sworn to
before me this 29th
day of March 1858

Wm Kersted
clerk

And therefore Defts withdrew the 3^d exception to the Deposition of Elizabeth German & the 3^d Exception to the Deposition of Alfred German & in each part of the exceptions, the depts read the affidavits attached to said depositions, also the consent of Defts, that the same should issue, which was upon the copy of interrogatories filed with the Clerk as follows:—

"Defts attach hereto their own interrogatories, and agree that the commission, may issue in pursuance of within notice" Given 27th 1858. W. J. Burgess for depts. also the following written immediately below the above viz—

The depts suggest to the Clerk the name of Wallace Pratt an atty of Milwaukee as a Commissioner in this matter

W. J. Burgess for depts
The notice to which said Interrogatories were attached

101
State of Illinois
In Page County & Circuit Court
thereof - In Chancery

Emeline Castle, by } Bill for injunction
her next friend } & relief
Anno Bennett } - Change of venue
ms } from the Circuit
Richard K. Swift & als } Court of Cook
} County

To William J. Burgess Sol-
icitor for the defendants in
the above entitled cause -
Take notice, that on the
28th day of January, 1878
soon thereafter as may be,
the complainant in the above
entitled cause will sue out
of the office of the Clerk of
the Circuit Court of said
County of Page, a commis-
sion, or Edmund's protestation
under the seal of said Court,
directed to one or more Com-
missioners not exceeding
three to be appointed by said
Clerk and named in said
Commission, or to any judge or
justice of the peace in the
State of Wisconsin author-
izing & requiring him or them
to cause Alfred German
& Elizabeth German to come

before him or them at such
 time and place as he or they
 may designate, and faithfully
 to take the depositions
 of the said Alfred German
 and Elizabeth German,
 upon the interrogatories hereto
 attached, to be propounded
 to said witnesses respectively,
 and upon such cross
 interrogatories as said de-
 fendants may file with
 said Clerk for that purpose.
 Yours &c
 J. Lyle Drakey
 Atty for Complainant

Also the Recipie, which Complainant
 attached to said Interrogatories & cross
 Interrogatories, & filed with the Clerk
 after the said indorsements by said
 defendants attorney had been written
 upon the notice, and interrogatories
 & said cross interrogatories attached
 thereto

2
State of Illinois }
In Page County }
& Circuit Court thereof
in Chancery -

Emeline Castle
Who sues by her next
friend Amos Bennett
vs
Richard K Swift & others

The clerk
of said Court is hereby re-
quested to file the attached
interrogatories and cross inter-
rogatories, for the depositions
of Alfred German and Eli-
zabeth German - And thereup-
-on issue a commission to
John Hill of Elgin or Thom-
-as F S Ransom of Chicago,
or to George Estably of Wis-
consin, or to any Judge
or Justice of the Peace in
the County of Jefferson in
the State of Wisconsin,
for the taking of the dep-
-ositions of said witnesses
upon said interrogatories
and cross interrogatories

O L Dickey
for Compt

And the Court after argument held
overruled said motion to which
defendants except. And

And Complainer moved, to suppress the Deposition of E. S.
Castle, taken by Defts, and presented
in writing a motion & points as follows

113
State of Illinois Grand Circuit
Court - In Chancery - at the
March Term A. D. 1858

Emeline Castle.

who does by her next friend

Amos Bennett }
vs }
Richard K Swift and others

And now comes Complainant and
moves the Court - to suppress the
deposition of Edmund S. Castle taken
in behalf of the defendants and
also to suppress each answer
respectively contained in so much
of said depositions as is given
in answer to the direct interrogations
upon the following grounds -

1st Said depositions should be suppressed
because the Commission was issued
to a Special Commissioner, when the
notice served on Complainant -
stated that it was to be issued to
some officer of of Howard County
in the State of Iowa

2nd Because Complainant had
no notice of the suing out of
said Commission to the Commissioner
who acted & had no opportunity to
object to him

3rd Because said notice related

to the examination of a witness residing in Howard County Iowa and the witness examined resided in Butler County Iowa & his deposition was then taken & therefore there was no sufficient notice

Each of said answers ought to be suppressed - upon the grounds

1st That the witness was led in giving the same by the mode of putting the question & by being furnished by defendants Counsel with a written statement touching the subject matter of said answer - from which the very language of the answer was chiefly taken -

2nd That the statement in said answer is merely the opinion of the witness -

3rd The statement in said answer is merely hear say

4th Because said answer is not the best evidence & no foundation is laid for secondary proof

4th Because said answer is not responsive to the question -

5th - The statement of said answer is not competent evidence

J. L. Dickey

Sol for Complainant

Endorsed Filed Mar. 29th 1878
Wm A. Kiersted Clerk

And the Affidavit of J. L. Dickey attached
thereto as follows

104
State of Illinois Grundy County
& Circuit Court thereof. -

G. L. Dickey being duly
Sworn, ^{says} So far as he knows or believes
he is the only Solicitor employed in
the above entitled cause - in behalf
of Complainant. and that he has
had the sole management of said
Cause in behalf of Complainant -
during the last year - that some
time in the month of December
A. D., 1858. while this Cause was pending
in the Circuit Court of Cook County
in open Court in the November Term
of said Court and but a few days
before the change of venue from
said Cause was ordered - affiant
as Solicitor for said Complainant -
made a Motion in open Court to
Suppress said deposition of said
E. S. Castle - and each answer thereto
to said direct interrogatories - and
that affiant supposed that the
same was entered of record - and
appeared upon the transcript thereof
in this cause until last Friday -
when on examination of the said
transcript it was discovered that said
Motion so made by affiant was not entered
of record - affiant has since examined
the Minutes of the Clerk of the Circuit
Court of Cook County and can find

No note or memorandum of said motion.

Affiant further states that he did not know that a Special term was appointed in Dupage County in January last until but a day or two before the said term began, and that while said term was being held, - the Recorders Court of the City of Chicago was in session and affiant was engaged therein in the defence of Stephen Brouson - upon a charge of Larceny the trial of which was of such moment that duty compelled affiant to be absent from said Dupage Court - That affiant in that emergency sent A. M. Henington Esq to the Dupage Circuit Court to make the above facts known and to ask for a continuance of this cause - By some misapprehension and without the knowledge or consent of affiant this cause was ordered by the said Court to be set down for hearing at Chambers at Joliet on the 15th day of February A. D. 1858 - That affiant's place of business is in Chicago & about 30 miles from Naperville and about 40 miles from Joliet - Affiant further states that between the 4th of January & the 15th of February affiant thinks some time in February affiant

sent to the Clerks Office at
Naperville for information touching
the state of the papers in said
Cause and learned that the Clerk
had put up the papers on file at the
adjournment of the January term
of the Dupage Circuit Court in a
package and sent them to the
Judges Chambers in Joliet - so that
affiant never saw the papers in the
case after they were put up by the
Clerk of the Circuit Court of Cook
County - until on the 15th day of
February A.D. 1858 - That on that
day affiant came to Joliet and on
arriving at the Judges Chambers -
found that on account of the indispo-
sition of the Judge consequent upon
the labors of a long term of his
Court just closed it was not
practicable to try said suit &
accordingly the agreement was then
and there made to change the venue
to Grundy County and affiant
returned to Chicago - on that
occasion at Joliet affiant was
there but a short time and had
no time to give the papers an
examination - the papers then in
Judge Nortons hands were by
consent left to be by him sent
to the Clerk of this Court &

and Affiant in fact never saw the
 Transcript of the record of said
 Cause while in Cooks Circuit until
 last Friday - and until then
 fully supposed that said Motion
 to Suppress was on the record -
 Affiant further states that from the
 time he first examined said depositions
 he intended to make & insist
 upon said Motion - and never inten-
 ded to waive the right of Complainant
 to have the same suppressed - by any
 thing which he has done or left
 undone in said Cause

J. L. Dickey

Sworn to and Subscribed

before me this 29th day

of March A.D. 1858

Perry W. Armstrong

Clerk of the Co Court

of Grundy Co Ills

upon which Motion to Suppress Deposition
 & affidavit touching the same, are the
 following endorsements to wit:

Grundy Circuit

Emeline Castle &c

R. K. Swift

Motion to Suppress E. S. Castles deposition -
 affidavit touching the same.

Filed Mar 29/58

W. A. Husted ^{clerk}

~~also the affidavit of J. L. Dickey to which is attached~~

copies of Affidavits of E. S. Castle as follows
A

Book County and Chancery
Orseline Castle by
her next friend
or
O. V. Colby et al application for
an Injunction

State of Illinois
Book County

Edmond S. Castle
being duly sworn both before and say,
that he is a Cousin to Edward N. Castle
and is well acquainted both with said
Edward N. and his wife Orseline Castle,
the said complainant - That he has known
the said Edward N. ever since he was a
boy, and the said complainant for the last
ten years.

This deponent further says that the
said Orseline, the complainant is the second
wife of the said Edward N. Castle, that his
first wife died at Chicago in the State of
Illinois in the year 1846 as deponent
believes - This deponent further says, that
the said Orseline the complainant had
for a number of years prior to the death
of said Castle's first wife, lived in the said
Castle family, that she had so lived from

the time she was quite a young girl, as one of the family. That during all said time the said Emeline had no means except that she derived from her labor to the knowledge and belief of deponent.

This deponent further says, that he knows the time well when, and the circumstances under which the Lots one and two of the North West quarter, and the West half of the North East quarter of section Eighteen in Township Forty two North of Range eleven, East of the 3d Principal Meridian in the County of Cook and State of Illinois were purchased.

The said lands were entered with the money of the said Edward H. Castle in the name of ~~the said Emeline~~ Emmett, the said Edward H. Castle had been in the mercantile business, a short time previous to entering said lands, and failing to meet his obligation owed debts, had made an assignment as deponent remembers, to Messrs. Ogden & Arnold for the benefit of his creditors. That at the same time of the entering of said land Edward H. also furnished money with which three other eight acre lots, lying adjoining on the South, were entered in the name of Thomas Whitlock, a cousin by marriage with the said Edward H. Castle, the same Whitlock

who was afterwards treated for the said Emeline
Castle.

Deponent further says, that directly
after the entry of said lands he by an
agreement with the said Edward M. Castle,
went upon said lands (entered by in the
name of Emeline Pennell) and built a house
and barn thereon - and fenced and ploughed
a part of the same, and made other im-
provements thereon, and continued to reside
thereon for about two years - and during that
time he purchased and put upon said farm
three yoke of Oxen, ~~six~~ six cows, one or
two horses, a waggon, ploughs, harrows,
and other farming tools, for all of which
the said Edward M. Castle furnished the
deponent the money with which to buy, and
make said improvements, the said Edward M.
also had a span of horses which were put upon
said farms

This deponent further says that at
the ~~time~~ end of about two years from the time
he went upon said farm, he had a settlement
with the said Edward M. and the said Edward
M. agreed to give him a piece of said land
lying on the East side of the Chicago and
McHenry Co. Road of about sixty acres.
and deponent afterwards received a Deed
of the same from the said Emeline Pennell

now the said Emeline Castle) in pursuance of said agreement and moved on to the same. And the said Edward A. moved into the house which this deponent had built upon said farm, and lived upon said farm about one year before his marriage with the said Emeline.

This deponent further says that some time previous to the marriage of the said Edward A. with the said Emeline, the said Edward A. procured a will to be drawn, and executed by the said Emeline Bennett, which was witnessed by this deponent and the father of the said Edward A. Castle, by which the said Emeline devised and bequeathed the said Real Estate to the children of the said Edward A. Castle, which he had by his first wife.

This deponent further says, that the letters hereto attached are true copies of genuine letters received by this deponent from the said Edward A. Castle last winter when deponent was in Iowa attempting to evade his creditors by the advice and request of the said Edward A. - That the originals of which these are copies now in possession of deponent were all of them received from the said Edward A. Castle.

This deponent further says, that the copy
of a statement or affidavit of two affidants
taken and sworn to before John McLaughlin
(Exor) and which is hereto attached is
true in substance and in fact

E. S. Castle
Sworn to & subscribed
before me this 27th day
of November A.D. 1858
Valentine J. Turner
Notary Public

on which said Deposition appear the following
endorsements

Filed Nov 29/58
Wm. A. Kersted Clerk

The Affidavit marked "B" is the same as that
attached to E. S. Castle's Deposition

Also the affidavit of J. L. Dickey as follows

No 1 Dickey's Affd
in relation to Est Castle depts -

Copies.

State of Illinois - Grundy County
and Circuit Court thereof.

March term A. D. 1858

Emeline Castle who sues by her next
friend Amos Bennett }
vs } Chancery

R. K. Swift et. al -

J. L. Dickey

being duly sworn says on oath -
that affiant was & is solicitor for
Complainant. That after the notice
attached to the deposition of E. S.
Castle on file in this cause, had
been served on affiant and but a
day or two before the 17th day of
October 1857. Wm J. Burgess one
of the solicitors for defendants
suggested to affiant that we
should agree upon some in-
different man as a Commissioner,
and have him go to Iowa and take
the deposition of E. S. Castle in
this cause and in another cause
then pending in the U S Circuit
Court in Chicago -

Affiant replied to said Burgess
in substance that he would
be glad to do so, that he was

Anxious that the witness
 should be fairly examined
 - that affiant desired that the
 examination should be so con-
 ducted that witness should
 answer each of the direct in-
 terrogatories from his memory
 before seeing a copy of an
 affidavit ^{which affidavit} had attached to his
 cross interrogatories, and
 would like to agree upon some
 fair man who would so conduct
 the examination - To this Mr
 Burgess made no objections -
 nor so far as affiant remem-
 bers did he give any formal
 assent, but left affiant under
 the impression that he inter-
 tended to agree upon some man
 for that purpose, if practicable
 and affiant expected said
 Burgess to confer on that
 subject before seeing out
 any commission and that
 affiant knew nothing to the
 contrary until some days
 after the commission was
 issued, which is attached to
 said deposition in this case

Affiant further states
that very shortly before the
17th day of October 1837 said
Wm J Burgess had in his
possession two papers of
which the two hereto attached
marked A & B are copies
— Affiant has been infor-
med by Isaac O Adams, the
said Commissioner, since the
return of said Commissioner,
that he received said Com-
missions from Wm J
Burgess — That at the same
time he received from Wm
Burgess a sealed package
addressed to said E S Castle
of the contents of which he
was ignorant — That before
taking said deposition he
delivered said package to
said Witness — That during
most of the time after said
Commissioner handed said
package to said E S Castle
and before the taking of said
deposition, said E S Castle
was reading from a document

or paper, which from the size and circumstances he supposed to be the same he had delivered to him, and that during the examination of said witness on the direct interrogatories, he kept said documents - and in giving most of his answers made from or referred thereto, and persisted in doing so after said Commissioner had suggested to him that it would be more satisfactory if he would answer wholly from memory without referring to his paper - That affiant believes that said statements of said Adams are true -

Affiant further says, that from the above facts and from a comparison of said answers with the papers hereto attached, he believes that said Burgess furnished said witness with said affidavits or copies thereof

... said ...
- devoirs or Copies thereof

— and that the effect
thereof was to lead him
in most of his answers
to Lynn Dickery

John to and subscribed
before me this 29th
day of March 1858
Perry A Armstrong
Clerk of the Co Court
of Bradley Co Ill

Also the Affidavit of J. L. Dickey as follows

7

Grand Jury Court - March Term
E. Castle
vs
R. H. Swift et al } Motion to suppress
deposition of E. S. Castle

J. L. Dickey states that the reason why he did not call the attention of Counsel for defendant in this cause to the entering of said Motion, was that he was taking steps to have the venue in said cause changed on account of the supposed prejudice of Judge Mauvierre and of course affiant intended only to have the motion entered at that time and not to have any decision made upon it until the cause should come before another Court. -

Affiant further says - that he never made any agreement to set this case down for argument on Friday last that it is true that he had signified his desire to take this case up & proceed with it on Friday last - & Mr Waite on Thursday evening last sent affiant word that he would consent to

do so

Affiant further states that the M. R. M. Wallace was in partnership with affiant last December that relation was formed after this suit was begun. and he never was retained in this suit -

Affiant further states that it is true that it was the expectation that this case was to be heard at this term - but there never was any agreement made by this affiant - by which he intended to waive the objections to this deposition and there was no agreement whatever made by this affiant at Collet touching this matter which was not reduced to writing. That Mr. Burgess did not understand affiant correctly in his statements - affiant did not say that he had filed no written exceptions - affiant also states that if the rules of practice of the Circuit Court of Cook County require all motions of this kind to be reduced to writing affiant is not and was not aware of such

rules

J. L. Dickey

Subscribed & Sworn

to before me this 29

day of Mar 1858

Wm A. Keisted

ck

upon which said affidavit are the following
Endorsements to wit;

Emeline Castle

vs

R. H. Swift et al

Affidavit of J. L. Dickey

on motion to Suppress dep of E. S. Castle

Filed Mar 29/58

Wm A. Keisted

ck

The Defendants object to the motion being entertained, because the same should have been made at an early stage in the cause

And upon consideration said motion was sustained and thereupon said depts moved for a continuance of said cause & Complainant consented to waive the exceptions to said deposition of E. S. Castle, if the depts would go to trial

Whereupon Depts withdrew said motion for continuance

And the cause now being brought on for hearing, the Complainant introduces & reads to the Court, the following