

No. **12495**

Supreme Court of Illinois

Boyd, et al.

vs.

Valentine.

71641  7



United States of America }
 State of Illinois Kane County }

Pleas before the Honorable Isaac G. Wilson
 Judge of the thirteenth Judicial & presiding Judge
 of the Kane County Circuit Court of the State
 of Illinois at a term of said Court begun &
 held at the Court House in Geneva in said
 County on the fifth day of November in the
 Year of our Lord One Thousand Eight Hundred
 and fifty five
 Present

The Hon

Isaac G. Wilson Judge
 In the above State Atty
 Lawrence T. Barker Sheriff

Attest

Lucas Dearborn

Clerk

It is remembered that on the
 3rd day of January A.D. 1855 there was filed in the
 clerk's office of the circuit court of Kane County
 against an affidavit ^{Principal & Plaintiff} of which the following is a
 true copy.

" State of Illinois }
 " Kane County }

George Driscoll being duly
 sworn deposes and says ^{that} this Quarter
 " Casks of Brandy and one Box Hygeana 1/2 Doz.

"now in the possession of D Valentine at Aurora Kane
 "County belongs to Thomas J. Boyd & Stephen Paul
 "Copartners in the city of New York & doing business
 "under the name and style of Boyd & Paul and that
 "the said goods & chattels lawfully belongs to the said
 "Boyd & Paul and that the said Boyd & Paul are lawfully
 "entitled to the possession thereof that the same have not
 "been taken for any taxes assessments or fine levied
 "by virtue of any law of this State nor seized under
 "any Execution or attachment against the goods and
 "chattels of the said Boyd & Paul liable to Execution
 "or attachment. Wherefore the said George Discen
 "prays that a writ of Replevin may issue from
 "the Circuit Court of said County of Kane in favor
 "of said Boyd & Paul to seize said described
 "goods and chattels

"State of Illinois {

"Kane County { Jan 1st 1855

"Subscribed and sworn to Before me

"Wm R. Purser J. P.

George Discen Jr

~~Procipe~~ Secy for Court

"State of Illinois {

"Kane County {

"Thomas J. Boyd {

"Stephen Paul {

"Daniel Valentine {

"

Circuit Court

Special Term Jan 1855

Replevin

J. H. Smith do

3.
"Enter myself security for out in this case and
"acknowledge myself bound to pay or cause to be
"paid all costs which may accrue to ~~be~~ 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 2nd day
"of January A.D. 1855

A. J. Smith

Plaint

State of Illinois

Kane County

Kane Circuit Court

Thomas C. Boyd & Stephen Paul

Copartners and doing business under the

style and name of Boyd & Paul of the City County &

State of New York complains of Daniel Valentine

of Aurora Kane County aforesaid of a plea

of wherefore he unjustly took and unjustly detains

the goods and chattels to wit two 1/4 casks of Brandy

and one Box of Hygeana 1/2 Doz of great value

to wit of the value of two hundred and fifty

Dollars the same being the property of the said

Boyd & Paul and the said Valentine unjustly

detains the same against covenants & pledges

wherefore the said Boyd & Paul says that they

are injured and have sustained damages

to the amount of two hundred and fifty dollars

and they pray that a writ of replevin may issue against

the said Daniel Valentine

Boyd & Paul

By them atty

A. J. Smith

4.

And also on the said second day of January A.D. 1885, the following writ of Replevin was issued out of said clerk's office which is in the words & figures following to wit:

State of Illinois

"Harris County

The People of the State of

"Illinois to the Sheriff of said County

"Greeting: Whereas Thomas J. Boyd & Stephen

"Paul, copartners in the city of New York & doing business

"under the name & style of Boyd & Paul Plaintiffs

"complain that Daniel Valentine defendant unjustly

"took and unjustly detains the following goods & chattels

"to wit. Two 1/4 casks of Brandy & one Box of Hygeine

"7/12 doz of the value of two Hundred & fifty Dollars

"Wherefore we command you that if the said Plaintiffs

"shall give ^{you} bond with good and sufficient security

"in double of the value of said goods & chattels as

"required by Law to prosecute his suit in this behalf

"to effect without delay and to make return of the

"said goods & chattels if return thereof shall be awarded

"and to save and to keep you harmless in replevying

"said goods & chattels you cause the same to be replevied

"and delivered to the said Plaintiff without delay

"and also that you summons the said defendant

"to be and appear before our Circuit Court ^{for said County} on the

"first ^{day of the next Special Term} Monday of January A.D. 1885 to answer said

"plaintiff in the premises And have you then

Per

" + then this writ with an endorsement thereon in what
"manner you shall have executed the same together
"with the Bond which you shall take of the plaintiff
"before executing this writ

" Witness Luther Dearborn clerk of our said Court
" and the seal thereof at Geneva in said County
" this 2nd day of January A.D. 1855
" Luther Dearborn
" clerk

And on the fifth day of January
A.D. 1855 the following declaration was filed in
said cause which is as follows.

" State of Illinois, Circuit Court January
" said County Special Term 1855

Thomas I Boyd
Stephen Paul (Pliffs)

"
Daniel Valentine (Deft)

Daniel Valentine the
" defendant in this suit was summoned to answer
" Thomas I Boyd + Stephen Paul Copartners in
" the city of New York and doing business under the name
" + style of Boyd + Paul, Plaintiffs in this suit of a
" plea wherefore he took certain goods wares and
" Merchandize the property of the said Plaintiff hereinafter
" mentioned set forth and unjustly detained the same

L. "Five Hundred Dollars therefor the said plaintiff
"brings suit
"W. D. Smith
"Pliff City

And afterwards to wit on the 26th
day of January 1855 the following Replication
was filed in said cause which is in the words
of figures following to wit

"Daniel Valentine
"ad,
"Thomas I. Boyd
"Stephen Paul
"Ware County Circuit
"Court of the January Special Term,
"Ad 1855

And the said Daniel
"Valentine by R. L. Brantley his attorney comes and
"defends the wrongs & injuries when &c says that
"he did not wrongfully take the said goods wares
"and merchandize in the said declaration mentioned
"or any or either of them or any part ^{thereof} in manner
"or form as the said Thomas I. Boyd & Stephen Paul
"have thereof complained against him and of this
"he said Daniel Valentine puts himself upon the
"country. And the said Daniel Valentine for
"a further plea in this behalf says &c that because
"he says that the said goods wares and merchandize
"in the said declaration mentioned at the said
"time when &c was the property of him the said Daniel
"Valentine without this they were the property of the
"said Thomas I. Boyd and Stephen Paul as by the said

L. "Five Hundred Dollars therefor the said plaintiff
"brings suit
"Pliff City
"V. Smith

And afterwards to wit on the 26th
day of January 1855 the following Replication
was filed in said cause which is in the words
of figures following to wit

"Daniel Valentine
"ad,
"Thomas I Boyd
"Stephen Paul
"Ware County Circuit
"Court of the January Special Term,
"1855

And the said Daniel
"Valentine by R. L. Brantley his attorney comes and
"defends the wrongs & injuries when &c say that
"he did not wrongfully take the said goods wares
"and merchandize in the said declaration mentioned
"or any or either of them or any part ^{thereof} in manner
"or form as the said Thomas I Boyd & Stephen Paul
"have thereof complained against him and of this
"he said Daniel Valentine puts himself upon the
"country And the said Daniel Valentine for
"a further plea in this behalf says action because
"he says that the said goods wares and merchandize
"in the said declaration mentioned at the said
"time when &c was the property of him the said Daniel
"Valentine without this they were the property of the
"said Thomas I Boyd and Stephen Paul as by the said

" declaration is above supposed & this he the said
 " Daniel Valentine is ready to verify wherefore he
 " prays judgment if they the said Thomas I Boyd and
 " Stephen Paul ought to have or maintain his
 " aforesaid action ^{thing} against him and he also prays
 " a return of the said goods wares and merchandize
 " together with costs in this behalf

Attest
 R. S. Montgomery

Atty for Defs

And afterwards tried on the 6th day of
 November 1855 the following replication was
 filed in said cause which is in the words &
 figures following to wit

" Thomas I Boyd
 " Stephen Paul

} Vans Circuit

" Daniel Valentine

Nov Term 1855

And the said Plaintiffs as
 to the said plea of the said defendant
 by him firstly above pleaded and of which he has put
 himself upon the country doth the like
 And the said Plaintiff as to the said plea of the said
 Defendant by him secondly above pleaded says & concludes
 that because they say that the said goods wares
 and merchandize in the said declaration mentioned
 at the said time when &c was not the property
 of the said defendant as in said plea alleged
 but was the property of the said plaintiffs and

" of this the said plaintiff puts themselves upon the
" Country &c
" The defendant does the same
" like R. B. Montgomery
" atty for Deft

And whereas on the 23rd day of February A.D. 1855 the same being one of the days of the February term of said court the following among other proceedings were had entered of record to wit

Thomas I Boyd
 Stephen Paul
 109. Daniel Volentine } Continued Agreement of
 } parish

and afterwards visit on the 5th day
of November A.D. 1855 the same being one of the days
of the November Term of said court the following
Among other proceedings were had to wit

109

Thomas St Boyd
Stephen Paul
Daniel Volintine

Replevin

This day came the Deft
by Montomy his atty & on his mo-
tion the Clff is ruled to file replication by tomorrow
morning

10.

And afterward, Court on the 13th day of November A.D. 1856 the same being one of the days of the aforesaid November Term of said Court the following among other proceedings were had to wit

28. Thomas J. Boyd
Stephen Pauls
Daniel Valentine } Replevin

This day comes the said Plaintiff by Hato Stozne Jamsworth & Pauls & the defendant by Day Montgomery & Blackwell also come & on motion of Plaintiff it is ordered by the Court that a jury come thereupon come a jury of good and lawful men to wit Isaac Stone David Martin C. J. Sedgwick George Heland Andrew M. Wayne David Pease John Morse R. D. Russell Abner Kelsey Elias Leary John Alsbaugh and Ira D. Tyler who being severally elected tried and sworn also come & after hearing a portion of the evidence it is agreed by the parties hereto that they may separate & meet the Court to morrow morning at 8 o'clock

And afterwards to wit on the 14th day of November 1856 the same being one of the days of the aforesaid November Term of said Court the following among other proceedings were had to wit

22.

Thomas J. Boyd
Stephen Paul

28

Daniel Valentine

Replevin

This day comes the parties to this suit by their attorneys & the jury heretofore impanelled herein also comes and after hearing a portion of the evidence it is ordered agreed that they may separate & meet the court tomorrow morning at Eight o'clock

And afterwards on the 15 day of November 1855 the same being one of the days of the aforesaid Term of said court, the following among other proceedings were had to wit

Thomas J. Boyd
Stephen Paul

Daniel Valentine

Replevin

This day comes the parties to this suit by their respective attorneys & the jury heretofore impanelled herein also come & after hearing a portion of the evidence it is agreed by the parties hereto that the jury may separate & meet the court tomorrow morning at 8 1/2 o'clock

12.

And afterwards to wit on the 16th day of November A.D. 1855 the same being one of the days of the aforesaid November Term of said Court the following among other proceedings were had, to wit

Thomas J. Boyd
Stephen Paul

Replevin

Daniel Valentine

This day comes the parties to this suit by their respective Attorneys & the jury heretofore Impannelled herein also comes & after hearing the ballance of Evidence & argument of Counsel it is agreed by the parties hereto that the jury may separate until the Court tomorrow morning at Eight o'clock

And afterwards to wit on the 17th day of November 1855 the same being one of the days of the aforesaid November Term of said Court the following among other proceedings were had to wit

Thomas J. Boyd
Stephen Paul

Replevin

Daniel Valentine

This day comes the parties to this suit by their Attorneys & the

13.

jury heretofore empannelled herein also come
 after hearing the instructions of the Court retire
 under charge of a sworn officer of the Court to consider
 of their verdict & subsequently return into Court
 & for a verdict upon their oaths say whether the jury
 find the issues joined in favor of the defendant
 & award his damages at the sum of one cent. Thereupon
 the plaintiff by their attorney moves the Court for
 a new trial herein after argument of counsel
 the Court being fully advised overrules said motion

It is therefore considered by the Court
 that the defendant have and recover from the plain-
 tiff his costs in this behalf expended have execution
 therefor & that he have a writ of Return Habendo
 for the return of the property Replied to which
 ordering of the Court the plaintiffs by their attorneys have
 prayed an appeal to the Supreme Court which is allowed
 on condition that they enter into bond in the penal
 sum of One Hundred Dollars with security to be
 approved by the clerk of this Court Bond bill of
 Exception ^{completing and} to be filed by the first day of February next

And afterwards tried on the 22th
 day of December 1855 the following Bond was
 filed in Court and which is in the words & figures
 following

over

Know all men by these presents that we Thomas I Boyd & Stephen Paul of the City County & State of New York as principals and S. Sawyer St Page & St. Sawyer of the City of Chicago County of Cook State of Illinois as sureties are held and firmly bound unto Daniel Valentine of Kane County State of Illinois in the sum of Two Hundred Dollars lawful money of the United States to be paid to the said Daniel Valentine his Executors administrators or assigns for which payment well and truly to be made we do bind ourselves our heirs Executors and administrators firmly by these presents sealed with our seals dated the 19 day of December one thousand eight hundred and fifty five. The condition of this obligation is such that whereas at the November Term A.D. 1855 of the same Circuit Court in a certain action of Replevin then & there tried wherein the said Boyd & Paul were plaintiffs and Daniel Valentine was defendant judgment was rendered for the said defendant from which judgment the said Boyd & Paul have prayed an appeal to the Supreme Court of the State of Illinois Now if the said Boyd & Paul shall pay the said judgment and all costs interests and damages in ~~costs~~ the said judgment shall be affirmed and shall duly prosecute said appeal then this obligation to be void otherwise to remain in full force and

15.

Effect

Appointed by me this
22nd day of December
A.D. 1855
(J. Deurbin)

clerk

Thomas I. Boyd Seal
By A. Smith atty in fact
Stephen Paul Seal
A. Smith atty in fact
J. Sawyer
A. Paige
A. Sawyer

Seal
Seal
Seal
Seal

And afterwards on the 1st day
of February A.D. 1856 the following Bill of
Exceptions was filed in said cause which is
in the words of figures following to wit

State of Illinois. Name Circuit Court
November term 1855

Thomas I. Boyd
Stephen Paul
Daniel Valentine
Replevin

Be it remembered that
on the trial of this cause the plaintiff read to the
jury as evidence the following Deposition of George
Dixon jr

State of Illinois. The People of the State of Illinois
Name County of Henry LeBans Commissioner for Illinois
of New York in New York County

16.

and State of New York - Greeting

You are hereby authorized and required to cause George Dixon Jr to come before you at such time and place as you may designate and appoint and faithfully take his deposition upon all such interrogatories as shall be enclosed with or attached to this commission both on the part of Thomas J. Boyd & Stephen Paul Plaintiff & Daniel Valentine is defendant in a certain suit now pending in the Kane County Circuit Court in the State of Illinois and to certify the same when taken together with this commission and the interrogatories unto ~~the~~ ^{said} court with the least possible delay

Witness my hand and the seal thereof at Kenosha in said County this 4th day of April A.D. 1855
Justin Dearborn
Clerk

State of Illinois : Kane County
Circuit Court

Thomas J. Boyd
Stephen Paul
v
Daniel Valentine } Action of Replevin

To Daniel Valentine the defendant in the above entitled action or to his attorney. Gentlemen take notice that on the third day of April next - I shall make

17. Application to the clerk of said Court for a depositions
testament under the seal of said court to be
directed to Henry C. Banks, Commissioner of the
State of Illinois or to any other Commissioner
of said State residing in the city County and
State of New York to take the deposition of George Dixon
jr of said City to be used in the trial of the
above entitled cause on the part of the plaintiff
and that the following is a copy of the interrogatories
to be filed with the said application

Interrogatory 1st What is your age & occupation

" 2nd What was your business or employment during
the month of October & November of last year

" 3rd If you answer you was in the employment
of the plaintiffs State whether or not you are
acquainted with Rollin C. Anderson of the firm
of Anderson Bontruel & Co of Aurora Kane County Illinois

" 4th If you state what goods wares or
merchandise the said plaintiff sold to the said
firm of Anderson Bontruel & Co if any to your
knowledge in the month of October aforesaid

" 5th State all the circumstances attending the
sale aforesaid referred to in the 4th Interrogatory

18.

Since when the Inducement for and the Conditions thereof and if credit was given state all and Every the particulars concerning it and Especially the inducements & representations given and made by the said Anderson, if any

6th What directions if any were given for shipping said goods Staves &c & state when they were shipped and describe the labels & shipping marks placed upon said goods by the plaintiffs

7th State whether or not since the sale aforesaid you have seen and identified any of the goods Staves &c purchased as aforesaid on or about the 23rd day of October last If so when & where and state particularly how you identified the said goods Staves &c and what measure you adopted if any to procure the Identification of the same

8th State whether or not as atty or agent for the plaintiff you have caused any of the goods Staves & merchandize purchased as above to be replevied from the defendant If so when and describe the goods ^{or articles by you to be replevied} replevied and the shipping marks and labels upon them

9th State when if at any time you first learned of the Bond money fraud or selling

19.

out of the said Andrus Bonnell & co
the defendants

10th

If you know any additional
facts important and ^{relevant} ~~relative~~ to the said cause
state them

Wau County ss. Aurora March 19th 1855 -

A. Smith atty for Plff

Wau County ss. I. Served the above entitled
atty for the defendant of delivering to him in hand
a true copy thereof

A. Smith

State of Illinois

Wau County ss. Subscribed and sworn to this
29th day of March 1855.
Before me

Jul G. Barr

Our Place

I hereby consent that the annexed
application and Deedman's Petition and Interrogatories
may be amended mine pro mine as follows to wit
by striking out the name of B. Frank Brown and
inserting instead thereof Henry L. Barrs. Also
in the fourth Interrogatory by striking out the words
following to wit, "Rollin L. Andrus for the said"

20. also in the 6th Interrogatories by striking out the following writ By the said Anderson. Also in the 7th Interrogatory by erasing the words following writ by the said Rollin to Anderson Aurora all April 6. 1853

Attest
Atty for David Valentine Sept

Deposition of George Dixon Jr of the city county and state of Chaffee a Witness aged about twenty five years produced sworn and examined before Henry C Banks a commissioner of Deeds &c resident in & for the city and county and in the state of Iowa at the office of Messrs Banks Glover attorneys and counsellors at Law No 57 Chambers Street in the city of New York in said County and state aforesaid on the twenty fifth day of April in the year of our Lord one thousand Eight Hundred and fifty five by virtue of a commission issued out of the clerk's Office of the Kane County Circuit Court of the state of Illinois to me directed for the examination of the said George Dixon Jr a Witness in a suit depending in said Kane County Circuit Court in the state of Illinois between Thomas J Boyd and Stephen Paul Plaintiffs and Daniel Valentine is defendant

1st
21. To the first Interrogatory this defendant
says that his age was twenty five years his occupa-
-tion that of an Importer and Dealer in Drugs &c

2nd To the second Interrogatory this Defendant
says, that he was Salesman, Agent and Correspondent
with Boyd & Paul of New York

3rd To the third Interrogatory this defendant
says: that if a few moments conversation at two
different times could be called "acquainted" he is

4th To the fourth Interrogatory this defendant
says: that the Plaintiffs sold Anderson Boutwell
also in October last two cases Lard (200 lbs)
one case Hygeenas (2 Dzs) three Boxes of Burns' In-
-copheras (2. lbs) 2-1/4 Casks brandy (one Dupuy & Co
pale Cogniac) and one & 1/2 Dupuy Dark with sundry
other merchandise

5th To the fifth Interrogatory this defendant
says Month of October. Terms of sale were
six months notes at Banking Office at Adams
Horse County Illinois. (which never was complied
with) about six weeks prior to the sale
aforesaid Rollin L. Anderson of Anderson Boutwell
also applied to Boyd & Paul for credit his
order and reference were taken the latter

was good, but the purchase making a much larger time than we ordinarily give, at the instance of one Mr. Lamb subsequently asked Rollin C. Anderson how responsible his firm was and what they Anderson Bonnell & Co were worth over and above their liabilities. To which Anderson replied that he was worth twenty thousand dollars over and above their liabilities. Individually this only was the inducement by which Plaintiffs consented to give his house a line of credit.

6th To the sixth Interrogatory this Defendant saith Instructions for shipping were by Railroad they were forwarded (Goods described in Interrogatory 4) as per receipt and cards now in the hands of Plaintiff Attorney A. I. Smith Esq. Aurora Kane County Illinois

7th To the seventh Interrogatory this Defendant saith I have: about the first day of January 1885 at Aurora Kane County Illinois (Identified the goods by the mark of our shipping receiving clerk on each package from a portion of which I cut off our cards, ^{as copies} ~~as copies~~ said cards are now with Plaintiff attorney aforesaid A. I. Smith

8th To the eighth Interrogatory this Defendant saith About the second day of January

23. A 1853 I caused to be Replied goods
described in Interrogatory fourth Shipping
marks as per Red Road receipts and cards
not Plaintiff attorney aforesaid

9th In the Ninth Interrogatory this
Deponent says about the 23^d day of December
A 1854

11th In the tenth Interrogatory this deponent
says. About the last part of August 1854 or
first of September we took an order from Anderson
Bontwell also which was shipped on representation
aforesaid. Subsequently before the first purchase
could have arrived at their destination it was
advised by said firm of Anderson Bontwells
to duplicate (a portion of the most costly goods, the quantity
and style of goods were so enormous for the market
which shows fraud on the part of Anderson Bontwells

I found our goods as described in 4th
Interrogatory in the upper loft secreted
under a large pile of empty Boxes in the
store formerly occupied by Anderson Bontwells.

I took the precaution to cut off our Shipping
cards on the brandy casks (had I not have done
so it might have been impossible for us to
identify them) Subsequently they can be
seen at the Office of J. L. Smith at Aurora

214.

Illinois! A Merchant in Chicago Illinois told me that Mr D Valentine or a party representing him at his place of business offered the entire goods described in my answer to the fourth Interrogatory at a discount of fifty or fifty five per cent for cash. When one looks at the kind of goods with the above taken in view he must infer that the transaction on the part of Valentine and Anderson Pontwell & Co was fraudulent. These goods were obtained by fraudulent representations.

Anderson Pontwell & Co never complied with our terms of sale and hence the goods were replenish and further Respondant saith not

George Dixon Jr

State of New York
City County of New York I J. Henry Harris
a commissioner of deeds &c in and for
the said city and in the State aforesaid the individual
named in the annexed commission issued out of the
Said County Circuit Court authorizing and
requiring me to take the Deposition of George
Dixon Jr to be read in evidence in a certain
suit now depending in said court in which
Thomas S Boyd and Stephen Kant are Plaintiffs
and David Valentine is Defendant on the part
of said Plaintiffs do hereby certify that the

25. Above Deposition was taken by me at the time
and place mentioned in the caption that the
said Witness was first duly sworn and that the
said Deposition was carefully read by said witness
and signed by him.

In Witness of all which I have hereunto
set my hand and affixed my seal at the
City of New York the twenty fifth day of
April A.D. 1853 of the Independence of the
U.S. the seventy ninth

Henry Bunn
Commissioner of No 57
Chambers St New York City

State of New York
City & County of New York
I Richard B Connally
Chief of the City & County of New
York and also Chief of the Supreme Court for the
said City and County being a Court of Record do
hereby certify that Henry Bunn before whom the
aforesaid deposition was taken was at the time
of taking the same a Commissioner of Deeds
for said City and County duly appointed and
sworn and authorized to administer oaths
to be used in any Court in said State for general
purposes and that his signature thereto
is genuine as I verily believe
In Testimony Whereof I have

Call

hereunto set my hand and affixed
the seal of the said court and county the
1st day of May 1853
Rich^d B. Blomley

The Plaintiff then introduced the
following named witnesses who respectively testified
as herein after stated viz

Isaac J. Reiser,
sumn

Was present when the goods mentioned
in the writ were taken on writ of Replevin. Saw goods
in there the 2 boxes of Quinine were in 3rd loft of store
building formerly occupied by Anderson Bonnell also
there was many goods there sacks of coffee & sugar &c
Bales of cotton wrap. Rollin C. Anderson built the
store building. Rollin C. Anderson, Abram C. Anderson
& Harvey Bonnell being the firm of Anderson Bonnell
also quit business in Oct or Nov 1854. Mr Gilett
Mr Randall Mr Benton and Anderson younger brother
were clerks of A. B. Co. and remained in the store
after A. B. Co. left except the younger brother
of Anderson others came in. Anderson, Brother in law
of Mr Valentine. Wade, Stockwell and others whose
name I don't know as clerks. Was first acquainted
with Valentine in 1854, he made his place of business
at Anderson Bonnell's store buying & selling
he boarded with. ^{by his permission}
Valentine had been in possession a month before the goods

27.

were replied, I think there was \$15000 worth of goods in the entire store. 1st story was filled with dry goods Groceries Sugar, Hardware, Dry Medicines. There was a large apartment of Drugs one clerk was employed exclusively in this department the second story contained a large apartment of ready made cloathing Boots & shoes & carpentering a large quantity. the 3rd story a large quantity of sacks of coffee Sugar, Wool, Crocery in original packages. I did not go into the cellar 2 casks of Brandy was brought out

Mr Paddock Iron S.

Is clerk & Depot agent at

Aurora for the Chicago & Burlington Rail Road, according to the freight books of said Road the following goods directed to Anderson Pontiac & Co came to Aurora at the following times to wit 1854. 1 Box goods, 1 cask Ware rec'd at Chicago Nov 2nd 4 casks glass Ware Nov 2nd 4

Nov 3. 4 Boxes of Drugs 4 Boxes glass Ware 2 Boxes of candles 2 kegs of Sugar 10 Bbls of apples

Nov 4. 1 Box, 6 Bales of cotton 6 Bales of Bagg 2 Bales of Shating, 2 bbls Vinegar Nov 6. 1 Hhd Sugar 2 Dry pairs 10 kegs rails 5 Boxes of Goods 3 Boxes candles 1 Box codfish 1 Bn codfish 2 willow cradles 6 small chairs 2 high chairs 1 keg of Sugar 5 Dry Brooms 4 Boxes glass Ware 1 keg Paint 1 keg Sugars Nov 7. 6 Boxes

28.

of Drugs. 2 Bbls of Siquor. Nov 10. 1 Boxed
Staggon. Nov 11. 12 pieces of Staggon in straw.
Box Butter. Nov 13. 1 Box of Sticks. (400 lbs) these
goods would arrive at Aurora same evening. the
books don't show to whom delivered

James Randall Esq

I acquainted with Anderson Pontell
He was clerk in their employ through much
of Sept & Oct a few days in Nov 1854. up to
time of sale to Mr Valentine in Nov. Was in the
employ of Valentine till 11 of Dec. following he
thinks He learned of the alleged sale Nov 6. 1854
Monday Evening. It was in Aurora at the time was
at work for Mr Valentine was sent on Friday
previous to build a stable for Mr Valentine, Mr
Etes was living in the Anderson house did see Mr
Valentine first early in the fall of 1854. He would
come into the store occasionally saw him there a
number of times he was engaged in the stock
business. Made his head quarters at the store
I saw him several times in the store. I went
into the country to buy butter for Mr Anderson
He employed me to buy lands. I was negotiating
for lands. Anderson gave me some notes for this
purpose to use if necessary signed R. Anderson
He told me he wanted to employ me to do this
business for him said he wanted to talk
with me and we went up to the 3rd story of the

29.

Store the highest in the building. he said he didn't want the clerk to hear us. Wanted to have a private talk. 3 or 4 notes were given me at one time for about \$2000 payable to me so I could use them if necessary in buying land. He rec'd some of them back again. I bargained for one farm of Walter Selvey for which I gave him one \$1000. note and two \$250. note. I nearly finished the barn on Friday Nov 3rd. No regular inventory had been taken before the sale. A. B. & Co. had been receiving goods from the East up to about the time of the sale Friday Saturday & Monday. First discovered indications of a trade some goods were rec'd on Monday. Don't recollect if any were rec'd after the sale. Saw Valentine and Anderson talking together several times. An inventory of goods in the store was taken a few days after the sale. Anderson Bonthwell also was carrying on the Wagon making business. Think the Wagon shop tools Engin Wagon etc was inventoried at \$2300. I apportioned up the inventory of the store. Made Stockwell & B. ^{Gillett} & myself apportioned in taking inventory.

Stephen Blissett Sworn

When Anderson Bonthwell also & also Dept was engaged with A. B. & Co from 26 June 1854 to the time they left. They carried on Wagon making & sold for cash credit & barter.

30.

were doing a pretty large business for that town. Never took an inventory up to the time of sale. I took an inventory there on the 8 or 9th of Novr. after the sale Mr Valentine was there during the whole time. Anderson & Co was at the head of the firm took principal part in buying and had a good deal of work for Valentine. Mr Valentine made the store his head quarters he boarded at Etes in Mr Andersons house. Mr Anderson lived there to previous to and at the time of the sale no inventory was taken of separate articles but one which classed the goods in 4 or 5 different departments. He took the goods by stories and called off the whole amount of goods in store about \$11,000. Stockwell assisted Stockwell came with Valentine and made for him the \$11,000. was exclusive of Wagon Shop. I was engaged in making the Estimate 3 hours after the Estimate was made Stockwell / Myself compared notes both finally included in \$11,000. Mr Anderson said to me he had effected a sale to Mr Valentine. Mr Valentine was present. Nothing was said about State or Boro account. Mr Anderson said that both accounts were in the store belonged to Valentine. Mr Valentine hired me and continued with him. Mr Valentine told me he had bought the goods and I asked him how much he paid and he told me 50 per cent on the dollar all accounts. Wagon Shop were all included in the sale the 50 per cent was in the cost price. cant tell how many

31.

goods was in the store about \$500, or \$600. new goods purchased that fall commenced at Valentines request taking an Inventory. Mr Bent was confident else he fooled it up cant remember ever seeing the footing. Bent told me the amount cant tell how large the amount was he told me Mr Valentino told me he was sorry for the Boys that they were compelled to sell. I am satisfied they had to do something Hackney demands he had a demand against them with which they were pressing them otherwise they would have had to pay I know this but he didnt say so. The original bills remained in the store. I supposed from the Books that the Bobs were largely Indebted. I judged they were Indebted some \$2500, or \$3000, after the full purchase. Got this from the books and not what they told me should think the goods in the store inventoried at cost price \$18000, & \$20000. Excluded of notes and Bob accounts one note I know was \$500. In making estimate did not go into cellar but took it into consideration sale for cash & short time paper, & Valentines Hackney demands &c of 4 or 5000 which was to be paid by Valentino

E. H. Allen sworn

Lives in Aurora. Al Anderson did business about a year or two alone. Anderson Bob done business a year or so. They absconded in 1854

32. They left Sumatra after the sale perhaps
2 or 3 weeks ago. Havo heard that Hiram is in
Kansas & that both Hiram & Hollin were in Mexico.
Havo had a conversation with Valentine recollecting
his remaining under what circumstances he came
to this place. This took place soon after the trade.
He said he was not acquainted with Anderson
but Anderson had told him he was involved &
that he wanted to sell if they could make
a sale they might relieve themselves but if they
could not make a sale the Sheriff would have
levy on them and sacrifice the property.
Copy of E. B. Allen

The conversation about the pressure
was in relation to Haverly & his demands.
I had known Al Anderson some 4 or 5 years. Al
Valentine told me that he had been actively engaged
in business in N.Y. State & that he had come west
for the benefit of his own and his wife's health.
That he had offered Anderson \$900.00 for his stock
of goods. That this was his first and last offer.
That he Valentine would rather not have gone into
it but having made an offer he was a man that would
back out. That he had tried to have them Anderson & his
wife get some body else to take the goods. That Anderson
told him Valentine he thought if he made the trade
with him Valentine he should be able to get
along. There was something said by Valentine

about Hachney & Sons also taking the goods from
 Anderson Boutwell's. I inferred from what Valentine
 said that he Valentine had given Anderson some time to
 think of his offer. The prominent debt mentioned as
 keeping Anderson Boutwell's was Hachney & Sons and
 they Anderson Boutwell's said as Valentine told me that if
 that debt was secured they could get along and that
 Anderson pushed him Valentine and he finally purchased
 the goods. Mitsy thinks that Valentine spoke of the way
 the goods had been kept and the business done in a very
 loose & negligent way not as he Valentine had been in the
 habit of doing. And further that he Valentine knew only of
 Anderson Boutwell's less condition & debts by R. C. Anderson that
 the stock was in a bad shape & they A. B. & Co were not business
 men as Valentine told me. R. C. Anderson was an active
 stirring business man in good credit. I didn't know of the firm
 condition at the time of sale to Valentine except from report
 R. C. Anderson owned an addition to the town of Aurora. He
 had the reputation of owning considerable property - among
 which is the stone store worth \$5000, and a house worth
 from \$2500 to \$3000, good new house \$1000, large square house
 from \$2500 to \$3000, corner lot & building from \$1800 to \$2000
 the addition laid out in lots was 25 or 30 acres
 & $\frac{2}{3}$ or $\frac{3}{4}$ of them have been sold. I think I have heard
 him say that he some timber in the Big woods. At the
 time of the sale to Valentine he was reputed as man
 of some wealth. I have estimated some property pointed
 out to me as having once belonged to him at \$18000. I made

34.

The estimate which Hawkins no timber was estimated
R. E. Anderson had been selling lots some 4 or 5 years
thought & lots that came from him on credit
from 50 to \$100 per lot. I think that among business men
it was suspicious about the time of the sale that he was doing
business rather reckless and might go up some thought him
a man of credit others not. Have heard that his paper
about Tom was not met. He built his store in 1832
our firm had some demands against him which he
paid up. Pitman had some little difficulty with
Anderson about the sale of their business.

Re ex

Among business men it was
predicted that the way he was doing business turned
not turn out well and that the result would be as
it turned out. That he had bought his property
on credit. His Real Estate on credit & short term
mortgages on his property.

A Mortgage Deed dated & executed
recorded on Nov 4, 1854 from R. E. Anderson to Union
Bank embracing the aforesaid property estimated
by Allen at \$19,000. was then introduced & admitted in
evidence, the consideration in the Deed was \$4,000 &

W. H. Hawkins sworn

I went into the store at the time
the attachment was levied about January 1st 1855
there were at that time 18,000 or 20,000 worth of goods
in the store, this was my general opinion from looking
at the stock. I have been a merchant 12 years

35.

Some portion of this stock was drugs with which I am not well acquainted. In Oct + Nov 1854, Anderson Boutwell & Co during the last of their transactions were looked upon with suspicion by some persons among the business men in Aurora. I judged of them from the manner of their doing business in N. Y. Anderson returned from New York in the fall of 1854. It was thought he had brought to many goods. I know Valentine He boarded with Estes.

crop &c.

I thought it was too large a stock for men of their ability to purchase some of it not suitable for that market. Am not very friendly with the Anderson not an associate of his. During the latter part of his residence in Aurora, I had a violent dispute with him. Valentine has been receiving goods he has purchased goods East. He does business in the same Block & so feet between us.

E. H. Allen recalled

Goods would come from New York to Aurora in the fall of 1854. in from 2 to 4 weeks. S. P. Barden Sheriff.

Saw the cards hereinafter described cut off by Mr. Dixon from the cards. Plaintiffs then introduced the following described cards & notes which was admitted a mere evidence writ.

"Anderson Boutwell & Co Aurora Ill. via Dunkirk Lake to Toledo R.R. to Chicago R.R. from thence Dupuy & Co Pale Cognac Brandy 14 cards from Boys

36. ~~Paul~~. Wholesale dealer in chemicals Drugs medicine
paints oil and dye stuffs. 149 Chambers + 131 Reindstr
New York. Anderson Boutwell & Co Aurora 1/4 Isdnp
Dark Brandy 1/4 cask from Bogor Paul Wholesale dealer
in chemicals Drugs medicine paints oil + dye stuff
149 Chambers + 131 Reindstr New York October
" New York October 23. 1854. Received of Bogor Paul
in good order 1/4 cask Siquor. Two boxes Currier
2000 by One Box Hygeum One Box Incophorus Anderson
Boutwell & Co Aurora Ill. via Dunkirk. Taken to Toledo
RR to Chicago RR to Aurora N Y & E R of Plamiff
then introduced the following notes against
Anderson Boutwell & Co + signed Anderson Boutwell
& Co trait

One for \$2501.75 payable to Bowen
+ McNamee dated Aug 29. 1854. payable
6 month after date

One for \$508.²² payable to Bowen & McNamee
dated April 17. 1854. due 6 months after date

One for \$302.51 payable to John Hindrick
& Co dated March 23 1854. due 6 months after date

One for \$218.⁸⁵ payable to Boynton &
Wootford dated March 22 1854. due 8 month after date

39.

One for \$561.23 payable to Patten Elder & Orate
dated Sept 5. 1854. due 8 months after date

One for \$2150.07 to Samuel Pearson also dated March
23. 1854. due 12 months after date

One for \$385.49 payable to Bowen McNamee
dated May 7. 1854. due 6 months after date

One for \$1544.00 payable to Bowen McNamee dated
Sept 28. 1854. due 6 months after date

One for \$1084.¹³ payable Elder & Orate dated March
24. 1854. due 8 months after date

One for \$1290.²² payable to Collins Bros also
dated March 21. 1854 due 8 months after date

One for \$3860.¹⁷ payable to Whitney Serris Chan
also dated Sept 2. 1854. due 6 months after date

One for \$1202.⁵² payable to Whitney Serris Chan
re dated March 22. 1854. due 12 months after date

One for \$508.22 payable to Bowen McNamee
dated April 17. 1854. due 6 months after date

38.

One for \$935.51 payable to Spring Fiske & Co dated April 3rd 1854, due 6 months after date,

One for \$454.04 payable to Spring Fiske & Co dated March 24th 1854 due 6 months after date

One for \$109. payable to Barclay Bros dated Aug 9th 1854 due 5 months after date,

One for \$115.31 payable to Barclay Bros dated Aug 1st 1854 due 5 months after date,

One for \$320. payable to C. Mc. Anderson dated Feb 9th 1854 due one day after date,

One for \$169.52 payable to C. Mc. Anderson dated Feb 9th 1854 due one day after date,

One for \$1431.⁹⁸ payable to Whitney, Tenny & Co. dated Oct 13th 1854 due 6 months after date

One for \$368. payable to D. & M. Merriam dated March 20th 1854 due 5 months after date

Evidence for the Defense

Sworn
by

One of the firm of Mackney & Jenks - is acquainted with Anderson, Boutwell & Co. Had a demand against them amounting to over \$4000, in fragment notes. A portion of it became due previous to the first of Novr 1854. The balance was due about the 1st of Novr 1854. This was in different notes given at

39.

different times - No taken, no means to push
the collection, previous to Nov²¹ on Saturday the four
part of Nov²¹ we demanded payment of the Notes.
This was previous to the transaction between Anderson
Boutwell & Co and Valentine. On Monday following One
Thousand Dollars was paid us in cash by Valentine, and
the balance was paid by Valentines notes, which have been
paid by his checks. Valentine had money in our bank to meet
his checks. On Saturday the 4th Nov. about 9 or 10 o'clock P.M.
we Mackinac myself went to Anderson's store, and was there in-
troduced to Valentine. (Anderson had previously told us that
he expected to get money from Valentine to pay us) Then An-
derson R.C. told us that he had rec^d a proposition from Valentine
to purchase his goods, and that Valentine had offered 53% on
the cost. I made the remark that they had better wait and
find some other purchaser, Mr Anderson R.C. replied that
they had been trying to find a purchaser, and hadn't suc-
ceeded in finding any other besides Valentine. The object of
our going there was to procure our notes previous to our leaving.
Mr Anderson said he should accept the offer of Valentine.
Anderson asked us if we would not take the goods and pay
mon. we replied that we wouldn't take the goods at any
price, we had all the business we could attend to. It was at
that time rather a storm. There was a good deal of
talk about the purchasing of the goods. Mr Valentine said that
upon looking at the goods and bills of goods. He with the
money could purchase better by 53% at, as there was a bad de-
lection of goods, & some goods might be bought for a good

deal less. The concluding point was that Mr. Volentine would not pay another cent. Anderson thought they were worth a good deal more after hearing Volentine's statement. I wouldn't have given more than he did if I had wanted to purchase. I was in the store only 2 or 3 times, don't recollect of Volentine's offering to loan the money and stay in the store to reimburse himself. Mr. Volentine remarked it was not his intention to enter into business in the Mat. He had come for his wife's health, had business enough at home, he rather urged our taking the goods. He said "I am under obligations to take the goods from Mr. Anderson, but if you (we) would take them he would give \$100 rather than take them". Money market was tight. Anderson, Bontwell & Co kept a deposit account with us, and their deposits amounted to from \$1000 to \$2000 per week. I knew nothing but what they (Anderson, Bontwell & Co) were going on prosperously until Saturday morning Nov 4. I ascertained the condition from Mr. Bachner, (my partner) previously to the sale, can't say as to their (Anderson, Bontwell & Co's) means. Knew his (R. Anderson's) character but not his credit question. It might have been questioned all over town, and I not heard it previous to Saturday morning. He had said nothing to Anderson, Bontwell & Co about entering up judgment on the notes. Nothing was mentioned that Saturday night except about goods in the store. On Monday Nov 6 Mr. Volentine & the Andersons were in the Bank back room of our Bank alone. They seemed to be differing about something, something said about the price of the wagon shop & buggy. Volentine remarked "I will pay you as

41.

much and not another dollar." don't know what was finally agreed upon. The first conversation was at 9 or 10 o'clock Saturday night - next conversation 2 or 3 o'clock Monday P.M. They were in in the morning & again in the P.M. all 3 parties Rollin, Anderson, Kimm. C. Anderson & Henry Bontwell was present Volintine in and out occasionally. Cate was there in the morning and again in the P.M. They seemed to agree on price and differ as to the engine.

Crop Ex'

Have been in the banking business for 2 or 3 years. Backus came in with me in the spring of 1854. The notes we took were of the firm of Anderson, Bontwell & Co. Don't remember I was present when the notes were taken, last note was taken the latter part of Sept or 1st part of Oct 1854. Kimm when they got the money, all the money paid was paid in checks. The Club (our friend) had charge at that time of the Books, in which money loaned was and notes taken was kept. Notes generally taken on 30 day days. Most of the notes fell due about the same time. We had 3 notes of Anderson Bontwell & Co. the first had run over 2 or 3 weeks, the other 2 notes fell due not far apart. They (Anderson Bontwell & Co) continued to deposit with us up to the time of sale. Either Saturday or Monday (4th or 6th of Nov 54) we cashed their check to pay their note, should think the amount over drawn up than \$100. and this amount we put into the account of Volintine. They (Anderson Bontwell & Co) continued to deposit it and check out after our note fell due. Backus stated to R. C. Anderson, Saturday morning that if it was true that

42.

that report that they (Anderson Bontwell & Co) had sold out, our debt must be paid. Anderson denied that they had sold out. I called on him, R. C. Anderson, several times, and told him his paper ought to be paid. Mr. Ketchum called at my house at 9 or 10 o'clock, Sat. night (Nov 21 1854) and we went to Anderson Bontwell & Co's Store, and into a room up stairs. R. C. Anderson took us up there, don't remember if he locked the door down stairs. We found there the 2 Andersons (R. C. & Miram C.) I was introduced to Mr. Valentine, have no recollection of seeing him before. Mr. Ketchum had told me it was true that Anderson, Bontwell & Co were going to sell out and we must go down and attend to our debt. We were in conversation at the store, that evening one hour or two, during the conversation I remarked to R. C. Anderson that in a matter of this kind he had better wait a while, he made the remark that he was going to sell out. I replied that he had better make an assignment, he ~~could~~ he said "he would never make an assignment, he could wind up his business better than any body else". This was said with considerable emphasis. I remarked that he had better wait and find somebody else to purchase. He remarked that had tried and the money market was in such a state, that he could find no one else. Mr. Valentine remarked that from an examination of the Bills & Goods he would not give a dollar more. I think I was surprised in the evening when I found that they were selling out, I told them they were frightened unnecessarily. Miram Anderson said that ~~that~~ there was one bill in Chicago, that was crowding them, and they could not go on, no other debt was mentioned except ours. The way we (Ketchum & Spinks) finally got over

43.

all was by the \$1000 - payment as before, state and Valentines
Notes endorsed by Anderson Boutwell & Co for the balance. He gave
Valentine the usual time 15 or 20 or 30 or 45 days. They came
in Monday morning to close up the matters. Valentine com-
menced depositing with us then. had not deposited with us be-
fore. Thinks the \$1000 paid by Valentine was ^{he was dealing in all kinds of money} Troy money, mostly
Georgia, Atlanta, Millington. The credit of Anderson, Bout-
well & Co was good and they checked out of our Bank from \$200
to \$500 the week previous to the sale. Anderson might have
deposited Troy money to buy wood with. The last money loaned
of us by Anderson, Boutwell & Co was got to buy butter with.
The Amansons were present when the trade with Valentine was
closed.

Benj. Beckney
Sworn
Lives in Aurora, occupation Nov 1st 54 Banker
Anderson Boutwell & Co was indebted to us at that time \$4300
on judgment notes and \$100 on overdrawn account, about
this notes had run over the time which was 60 days on Saturday
Nov 4th 1854 I called on Mr Anderson (Rle) and said we
expected some money from them, at last I told him we must
have security in addition to what we had. They were surprised
about it. and said if we would wait until Monday morning they
would pay us \$1000. and give satisfactory security for the balance
with that promise I left the store. In the evening of the same day
(Saturday Nov 4th) Mr Rle. Amanson called upon me about 8 o'clock.
I was in church at the time, we went over after Mr Jinks, and all
went down to the store together, on the way down he (Amanson)
said he could not consent to have his goods sold by the Sheriff and he
would not make an assignment; every man could manage

44.

his own business best, said he thought he could make some arrangement. He went to an upper room in the store, when R.E. Anderson said he had had an offer from a friend to purchase the goods, and asked us if we did not want the goods. He did not mention the name of Mr Volentin, but Volentin was there. Mr Anderson asked us if we could give any more than 53 per cent for the goods, or if we would take them at 53 per cent saying we could take out our debt and give papers to pay to individuals which he should direct at 3 to 9 months. He asked us if we would give 60 per cent. We declined taking the goods, but insisted on having our pay. It was talked over how our pay was to be made if he sold the goods. He said he would pay us \$1000 Monday morning and turn out papers to secure the balance, they would arrange it in some way so that it would be satisfactory to us. He said he had that offer from Volentin, cannot say the offer was accepted that night suppose it was. Nothing said about what we would give for the goods, did not look at the goods. I thought them a miserable lot of remnants & bad stock of goods. I did not think his (R.E. Anderson's) judgment good in any goods, thought he was better in Drugs, often times things were sold to the Farmers which could not be got rid of elsewhere, but for Truck. If I had had no other business, I don't think I would have given 50 per cent for them. On Monday morning I was in the Camp and I asked a number of times for the \$1000. They (R.E. Anderson & Volentin) paid me \$1000, on one demand & 3 A. B. Anderson & Bontwell & Co. and he (Volentin) has to pay the balance he made his own time of payment for the balance, and dictated his own terms. He wanted all cash. He (Volentin) was to deposit

45.

his money with us, the consideration of our giving him, time on the balance and paid interest on the balance. He was expecting money from the East which he said he would deposit and draw out. Mr Valentine is doing business there now, doing a general business, deposits with us, is one of our best business men. Saw out of the Banking business now and don't know the amount of his deposits. Mr Valentine affirmed the balance of our debt to Anderson, Bontwell & Co. think he took up Anderson, Bontwell & Co's notes and left his own own note position. He paid the \$1000 in 100 notes, no bills on that Bank except through Mr Valentine. Never heard Anderson's credit questioned. No alarm about getting our money eventually, but we want our money ~~now~~. They (Anderson, Bontwell & Co) has promptly met their engagements up to this time. We had frequently called upon them with other papers (checks & drafts) and they had paid them, had heard of New York debt of \$4000 to Anderson, Bontwell & Co was then due, did not hear Anderson say that night that any other claims were pressing.

exp ex

All of the \$4500 was over due on the 4th Nov 1854. The last note of \$1500 had been due some 12 days. Jones attended to the notes, think I was present when a note of \$1000 was given by Anderson, Bontwell & Co. the Book was kept by Jones monthly, made was there. The notes were given for money loaned. Anderson (Rd) was in the Bank frequently, he deposited from \$1000 to \$2000 per week & drew out. I never examined the goods, but went into the store in the fall to purchase ^{seemingly damaged} goods, saw a number of German ants, looked dirty.

Mr Anderson (R.C.) said he had bought well. Bought low. Think he told me he wanted to sell me a case of calico which he had bought low. Nothing said about cost. I saw that evening that they had cost more than he can buy for now. Think I recommended an assignment, but he declined. I did not take a judgment note of Valentine. A good deal was said during the summer previous that the Anderson's must fail, a good deal of jealousy among the merchants of Anson vs him. The reason of it was because he went into any goods and took 12 hours. My impression was that he was good all this time and a good business man. Mr Jinks and myself went down to the store between 8 & 9 o'clock A.M. not expecting about Anderson being with us. Found Valentine there. I had been introduced before to Valentine. Heard on Saturday evening that they (Anderson, Burtwell & Co.) were about selling out. Think Jinks did not ask him if he had sold out. Anderson said it was one of his enemies & told me his boy had been discharged. He said he would pay us \$1000 on Monday and would arrange the balance. said he was expecting some money from some butter sent to Green Bay, when that came he would pay us \$1500 more. He told him he must pay us or give no receipt. I think he did borrow his checks on Saturday if we did times by some special arrangement. He said his men were about leaving him. If he (R.C. Anderson) told us he would pay on Monday we should believe him. He said he would not make an assignment. "would not have his goods sold out by the sheriff". He could manage his own business best. said he expected a partner soon from the East

47.

who would put in \$10,000. He told me this before Volentini came in. I have never been engaged in the mercantile business in this State. Mr Volentini said he would rather give \$100 than take the goods, which we would take them did I think Albert Jinks paid Anderson the money on the \$500 note. I think I was present when the first loan of \$1000 was paid him. If he had the money the note was given for 30 or 60 days & he was to deposit money to pay it. I know that R. E. Anderson & Co. were indebted to us in the sum of \$4600. I know this in the same manner that I have already testified —

Solomon Dinky Engaged in the Dry Goods business 10 years here in New York & as soon as he saw this stock of goods last week Stockwell showed me some figured alpaca which he informed me cost 18 cts which I have seen sold for 10 cts. also cotton Black velvet cost \$2 to \$2²⁵ not worth more than 90 cts —

Cross Ex. I picked out no goods. Stockwell showed me cotton drawers a shawl or two. our house is — 9 Dinky St & 30 to 60 Avenue have sold no goods to any other person in this State except to Volentini — Have bought out stocks of goods

Question by Mr Blackwell for the defence — State what was the market value of these goods in New York city (shown you by Mr Stockwell) as they came from the hands of the jobbers in the fall of 1854
 Question objected to by Plaintiff's counsel and objection overruled by the Court. And the plaintiff by their counsel then & there at that time excepted (Answer) Value of goods shown to me by Stockwell was 30 to 40 per cent above what they could be purchased for in New York

Cross Ex He showed me some alpaca, he picked out and showed

48.

me such goods as he chose, some velvet 4 or 5 pairs
cotton, drawers, a shawl or two, low priced, some other
articles that I don't remember, our house established since
last Sunday - Auction price is the market price, no
State price at Auction -

Wade Stockwell This living Annora our gran, has been with Volentini
5 years. I made an inventory Monday or Tuesday -

Volentini is as good as any of them. I came to this State
with Volentini to go into business with him. I came here
before he did. At that time he expected to go into business buying
grain, powder &c. I went into the store of Anderson & Rootwell
& Co some 3 weeks before the sale, as a clerk - after Volentini came
I made an estimate of the goods in the store. It took 3 or 4 weeks
hours. Gillette was present. I went into the cellar. I think it was
on Monday morning. Volentini said he wanted to buy the
goods, and wanted to know the amount as nearly as he
could without taking an inventory. Cost much was on
most of the goods, to wit, the Tea, boxes of coffee, crockery,
nails &c. The Drugs I estimated at \$500, can't say I saw
Quinine. It was then in show cases. Estimated no Liquors
Butter was called \$200. Goods in cellar \$150. Don't recol-
lect of any Liquors - Dry goods was called \$4000, this in-
cluded only what was in lower story, clothing \$800, Bales of
cotton goods, Baiting, Tea &c

49.

An inventory was taken after the sale which amounted as told me by Mr Volentin to \$1,000. Don't know as those goods (in controversy in this suit) was received after the sale. My opinion is that the Linn & Brandy was received after the sale, 6 Boxes & 2 casks of Signor was received after the sale. Mr B. (Benda) is there (at Aurora) now, is a partner of Mr Volentin. Has been buying and selling since the sale sells at 25 per cent on New York cost, on an average. Should Mr Dings (a piece) chick cotton goods, a piece of Bragg for rails (a full piece) chick cotton, cost as per mark of Anderson 20¢. When I first saw the Bill of purchase we were receiving goods - I boarded at Mr Estes when I first went to Anderson's store. Mr Volentin boarded there. Should Mr Dings a piece of silk velvet about 2 yards. Should him other articles but can't tell what they were. Heard Volentin say he had bought the notes and accounts. Don't know whether he bought the wagons & factory. The goods showed Mr Dings were bought by Volentin of Anderson. Bontwell & Co

Estes

Has acquainted with Anderson. Bontwell & Co is brother-in-law of Volentin, married his only surviving sister. Known Mr Volentin from childhood. Has resided in Aurora 2 years ago last September made R. L. Anderson's acquaintance on his arrival at Aurora. Bivam, ~~Anderson~~ resided in Chicago until last year Bontwell came to Aurora a year ago last Spring. Boarded R. L. Anderson and family and rented his house. When Mr Volentin came

out. he was a friend of my family & boarded with me
 on his first and second visits until he brought his family.
 Valentine and R. C. Anderson were acquainted before the fam-
 ily came to Amora. An estimate had been taken of goods
 in the Store, Book accounts, & Notes & Shop as I learned from
 Mr Anderson. The goods in the Store were estimated at \$11,000
 the shop was estimated finally at \$2000. Notes and a/c at \$2500.
 There was some hesitancy on the part of Valentine to take
 the goods at \$11,000 and finally Anderson said there were some
 goods coming which it was agreed should be thrown in and
 Valentine agreed to let the estimate of \$11,000 stand. He (Valentine)
 was to pay 53 ct on the dollar of the estimate I have given.
 He was to pay \$1000 cash & give 3 notes on 30 & 60 days. He
 gave one note of \$1000 which was delivered to Boutwell and
 to be paid next Spring (last April). I understood that note
 (\$1000) was given to pay a brother of Boutwell's that amount
 which he had loaned the firm of Anderson, Boutwell & Co.
 Nearly the entire afternoon was occupied in closing up the
 business. After tea we went to the office of Montgomery
 for the purpose of finishing the writings. Then ~~Anderson~~
 Valentine gave note one for \$480 to Mr Button, and took
 up a note which he (Button) held against the Andersons.
 He gave 3 other notes amounting to \$1000 to the Andersons
 on perhaps 90 days. That is my impression. Other notes
 were given by Valentine to balance amount due on
 \$6,500 at 53 3/4 on the Dollar, making \$9,075. and 2 con-
 ditional notes were given on to secure a lease of the Store
 until the 1st of May 1853, conditioned that a lease was secured

The ~~note~~ other note given, to be payable on arrival of certain goods which were to arrive. My Brother agreed to accept the estimate of \$11,000, on the condition that the goods to arrive, were thrown in. There was an agreement writing or Bill of Sale given to Volentin, and Mr Anderson (R.C.) said he would go with him and give him possession of the goods, and next morning went and gave him possession of the shop. Boutwell received a Thousand & Dozent note of Volentin, and went away in the car. Backney & Jinks received notes of Volentin that afternoon, another balance was passed over at Moroney's office as before stated. Volentin I should be willing to trust for any sum short of \$50,000 He owned a night in a flourishing mill, owned bank stock and is worth \$50,000 I look upon his credit as entirely untarnished, heard Merchants at the least speak of him in the highest terms I was present Saturday night when all of them, Anderson Boutwell R.C., Backney & Jinks got together in the store at 7 o'clock. Mr R.C. Anderson then made a statement to Backney & Jinks of the offer of \$3-4 that my brother in law had made. Volentin told them (Backney & Jinks) to take the offer they refused, stating that they had all they could manage, I think Mr Jinks said if he was free from all other responsibilities he would not take the goods at that price & he urged my brother in law to take the goods, stating that under the pressure of the money market he knew of no man who could pay that amount of money. Volentin said he would give them a final answer Monday. Mr Anderson (R.C.) asked me a week or a fortnight before my brother in law arrived if my brother in law didn't want to buy

them (Anderson, Boutwell & Spout, as they were in embarrassed circumstances, Mr Anderson (Rt.) reiterated on Saturday & Monday (4 16th 1890) that they must be raised, their property sold under the hammer, & sold at a far greater sacrifice than if they sold to Mr Volentine. The demand of Hershkey & Spinks were allowed to us, among those that were the ~~most~~ pressing & must be paid. Paupersaid Mr Anderson perfectly sound that ~~he~~ frequently trusts him, a year ago last winter & he had \$1300 of my money in his hand.

Crop Ex

Was born in Shussum, Sacau County New York, lived there till the age of 20, then went to Madison University in Central N.Y. remained there 4 or 5 years, then returned to Shussum and married Volentine's sister, thence to Lake Champlain, ~~thence~~ remained 1 year, thence to old Picoutooga, remained there 4 years, thence to Shussum then over 2 years as pastor, thence to Western New York at Batavia about 2 years - thence to Holly Kew Orleans Co. thence to York 4 or 5 years, thence to Belvidere Illinois 7 years & was pastor there about 2 years, thence to Aurora Illinois and have labored as a missionary all over the State, have been back last 4 times to Shussum. The first time Volentine came to Aurora was one year ago last June, did not do any business, looked at some lots of wool made arrangements with Anderson to buy wool, and was to furnish money for that object. The second time he came was in the month of August 84 and then he decided to move, that if his family would come. He came with his family the last of September. The first conversation I heard between

R. E. Anderson & Volentine was in my parlor. R. E. Anderson expressed
 a desire to talk with Mr Volentine and myself. Mr Anderson
 said they were under the necessity of raising money, that there were
 judgment notes hanging over them and their property must be
 sold under the hammer unless they sold out. He expressed a
 strong desire that my brother should buy him out. Volentine replied
 that he did not want to buy him out, as he did not want to go
 into business. Volentine brought some money. I knew he had
 \$1000. He expressed a desire to have time to raise money from
 the East, wanted 30 or 60 days. This was to Backus & Jinks & Co
 on the sale. I have no recollection of his agreeing to sell and
 deposit with Backus & Jinks as he sold. Backus & Jinks ex-
 pressed a desire to have him deposit with them. I was there
 at the Bank as the friend of Mr Volentine, felt an interest in
 his welfare, wanted him to make a good trade. There was a
 proposition from Volentine to advance them some money or
 pay them 53¢, these propositions had been made some time
 previous to the sale, can't tell when. Volentine was back & forth
 between the store and my house for a number of days prior to
 closing out the sale. He was at the store the most of his
 time. The above propositions were made on Friday or Saturday.
 Mr Anderson & R. E. said they should be under the necessity of holding
 my brother to his offer to pay 53¢ on Saturday eve (Nov 4)
 between 6 & 7 o'clock. I went down with my brother in law and
 Anderson to the store. Backus & Jinks came in about 7 o'clock
 think they were sent for by Anderson. Think one of the Andersons
 went for them. I did not miss them, don't know if I remained
 below until Backus & Jinks came, my impression is that

they did not come ^{down} together, can't say if the store was closed.
 After Jinks came we were delayed till Backney came.
 Think likely that ~~Backney~~ ^{some one} went to church after Backney.
 My impression is that the store was not closed, when they
 (Backney & Jinks) came we may have been in the room above.
Many of these things were written down by me in black & white
some little time after their occurrence. This is the reason
 of my remembering some things more particularly. Not even
Mr Volentine knew of my writing down anything, but men
overheard me when I thought them might be unable
 Mr Volentine did not suggest that I should write them down.
 I was in a small memorandum book. Don't know that
 I put down the first proposition, noted some things that
 transpired at the bank. Did not note what took place Satur-
 day night, what was said nor when persons got there together.
 We went up stairs in a private room and the first thing that was
 said to be particular was How do you do? Mr Anderson
 went on and made a statement, stated that he had an of-
 fer, can't state that at any time Anderson ever said that
 Volentine had made him an offer. I have no recollection of
 Mr Jinks telling him (Anderson) to make an assignment, and
 Mr Anderson saying he would not ~~do it~~, and he could manage
 his own business better than any one else. Do not remem-
 ber Mr Jinks telling Anderson to wait and see if he could not
 find a better offer. No sir, Mr Jinks advised him the reverse
 of that. Mr Anderson had told me they did not conclude the
 matter on Saturday night. My brother in law did not tell
 Backney & Jinks he would come in on Monday morning.

and pay \$1000 - The conference lasted until 10 o'clock
 don't think we infringed on the Lord's day, all went to church
 on Sunday. Have no recollection of Boutwell coming to my
 house on Sunday evening. He was not there. Has no recol-
 lection if these matters being talked over on Sunday eve, I should
 have rebuked them if they had. Has an impression on his
 mind that Boutwell was at the store on Saturday evening but
 don't recollect seeing him at the Bank. Mr Jinks was in and
 out of the Bank back room in the Bank while we were there
 In some things he took part in the conversation. Backney
 was frequently in the room. Then Mr Volentine said he would
 take the goods at the offer if the goods to arrive, were thrown in
 some thing was said about things on the way but don't
 recollect what they were. I recollect some thing said about
 wagons, but nothing else. I suppose my rather vague recollection
 is - I understood that the notes Volentine gave, were 30 Fed
 days. don't like to swear to a negative, don't know but
 one note was made on go camp. My impression is that
 fragment notes were given by Volentine to Backney & Jinks.
 My impression is a strong one. I am very sure that I saw the
 notes. I could not say that Anderson endorsed the notes. And it
 has Jinks say he wouldn't take os notes without Anderson
 endorsement. I saw Backney & Jinks notes against An-
 derson Boutwell & Co given up to Anderson, (P.C.) Don't re-
 collect of but 2 notes being given by Volentine. I have a
 strong impression that the money \$1000 was paid. I mean by
 a strong impression that I have a knowledge from fact &
 circumstances. Bill of Sale was made and signed at Monterey.

office - Bontwell was not there to sign it. Mr Anderson
 (Rel.) decided I lots of land to me about the 1st of Nov 34
 cant say the deed was not made on Saturday. It was made
 before the sale, Lots were decided to my wife, I think it was made
 before the deed was made to Root by Anderson. Cant give a reason
 why lease was not made by Anderson to Volentine of Ston
 Anderson owned the store, a conditional note was given
 that if lease of store was given, Dont remember the amount
 of this note nor to whom payable, no recollection of any lease
 reason being given, why lease was not given, With the excep-
 tion of these notes, the rest were given to Anderson, Bontwell & Leo
 Anderson gave me 3 lots for \$100 each. I paid him \$100 a Bond
 for a deed was given in the Spring. I have not paid him the
 other \$200 nor given my notes for it. The Deed was sent to the
 Recorder's office by Anderson, Anderson told me afterwards
 he had sent it to the office. No recollection of Anderson's telling
 me by whom he sent it. The condition of the Bond was that I
 was to pay \$100 annually. He made the deed without letting me
 know about it and had it recorded. He told me to pay the
 money to Kemp, saying that he owed money Kemp for borrowed
 money. I went down with Mr Sharp to Pen - where the goods
 on the cars, when the goods were lived on. The note payable to
 Bontwell was ~~payable~~ ^{also} payable in the Spring. The note to Rev Mr
 Button was ^{also} payable in the Spring, both delivered in Montony's
 office. Mr Anderson gave no reason for making deed to me
 before the time, he stated he would take notes as soon as he
 had time. I had a board account against him, he had a store
 account against me. The board account came out ahead.

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I could tell by the Books, don't recollect how much ahead
 He did take time to see how we stood, he did not take
 notes, I would him rent for house which was unsettled, I
 never paid rent afterwards, Dr Root called on me for rent
 but I was garrisked & stoped it. After Anderson got into
 difficulty, he sold me some wood articles of furniture & some
 wood, and told me he had no time to pay Kemp. The house
 on my lots I erected myself a year ago last summer. The
 barn ^{put up} erected by Anderson, was erected on these lots. Backus
 & Jinks said they must have the money, they did not say any
 thing about security. Have no recollection of any other debts
 pressing them, has and impression that they spoke of borrowed
 money, might have alluded to Mr Button's \$480. there was
 an impression on my mind that they owed other money
 did not suppose them largely indebted, impression on
 my mind that other claims pressed them, They said if they
 could sell out the goods, they could go on with their business
 sales of landed estate, previous to Saturday and Monday (and)
 on those days he, (P. C. Anderson) made this statement

Direct resumed

P. C. Anderson said if he could succeed in effec-
 ting a sale to my Brother-in-law, he should be able to meet the
 claims pressing against him, and save his landed estate,
 said he designed changing his business and go into the
 sale of Real Estate, in connection with the sale of his
 own lots. The first time he stated this was in the presence
 of Volentin and myself. The next time was when Mr Button,
 and myself were present, stated this a number of times in the
 presence of myself and my Brother-in-law, and of the

58.

opinion that he stated this to Mackney & Jinks on Saturday evening. The claims to be paid were Mackney & Jinks, Bontwell & Button. Had no conversation about any other indebtedness think if any other had been mentioned it would have made an impression on my mind, always supposed that they had reference to these debts and no others.

Crop resumed

Most of the conversation in relation to the Bontwell debt was at the Bank. I don't recollect that I have stated that I heard of it before Saturday night. Should think that the Bontwell & Button debts were alluded to Saturday night when Mackney & Jinks were present. I had ~~some~~ \$1800 in Andersons hands I drew & out, contracted, furnished everything to build my home for \$800.

Chas Button

Last of May or first of June 1854, had a demand vs Anderson of \$400 it was for borrowed money. It was on a note payable on demand. He asked me if I would take Valentines note and give up his said demand. I took up Valentines note and gave up Andersons.

Crop &

Not acquainted with Valentine very long. Loaned R. C. Anderson the money in the first place. Note was signed R. C. Anderson & Co. It might have been signed Anderson, Bontwell & Co. Had not asked him for the money. I boarded with R. C. Anderson. The interest added made \$4.89. It strikes me I had more than one conversation with Valentine about buying out Anderson & Bontwell & Co. thinks Valentine mentioned that he thought of paying them out. The last of Sept / 54 when I loaned the money. I supposed Anderson

39.

Bontwell & Co were responsible

R. D. Carpenter

Had a demand against Anderson, Bontwell & Co of \$776 for money loaned. Had this note, gave it up to Mr Anderson a year ago for the purpose of getting Mr Volentine in place of it. I have this note now. Don't know why Volentine has not paid this note has demanded ^{pay} ~~payment~~

Milo Kemp

Had a demand against Anderson, Bontwell & Co. on in July 1854 a note of \$200. The other \$100 a year ago last October, all borrowed money. I took a note against Volentine \$206.37 I disposed of this note, let Doct Root have it.

Gus Ex

The note against Volentine was made payable to Anderson, Bontwell & Co. Mr Anderson (R.D.) handed it to me. I also took an account against Mr Leater. now got my pay on that. I took the note to Volentine who said it was all right. Doct Root paid me nothing for it, gave me nothing. I did not owe him. I told him to get the money on it if he could for I could not. Anderson owed me \$300 at this time. don't know why the note against Volentine was made for \$206 & some cents. Heard of the trade some 2 weeks after it was made. The first time R.D. Anderson came to my house after the sale his wife was with him. The next time he came. Wiram, Doct Root, a man from Chicago & Volentine were all there, all stayed over night. It was the 4th part of Nov^r 1854. I think, don't collect - it was on Sunday night. There was a \$1000 note there. I think Wiram L. Anderson had been captured in Chicago, Volentine was there on that business, to bail out Wiram. This \$1000 note was given to Doct Root to secure him as bail for Wiram. This

60.

Note was signed by Volentine, (it might have been 12 o'clock at night when the business was closed). They were in a room separate I was not at home when the Anderson's came. I found them there towards dark. Volentine came before sun down. The Andersons went to Elgin. I carried them there next morning. I brought up Volentine from Aurora, I saw no and no signs that night nor heard any conversation about ands.

Quiet manner

This conference at my house was after the sale. They (the Andersons) wanted help and went after Volentine to assist them. They had notes against Volentine which Volentine took up and gave other notes to meet the Chicago claim. They said that the Sheriff had given bail. Two notes were made there, one by Root and one by Volentine. Volentine took up one \$1000 note and gave another on shorter time. Don't know why they didn't meet at Aurora instead of at my place. I live on the east side of the Big Woods. I think 4 miles from this place (Lemmon). The \$1000 note given by Root went to Chicago to pay the debt on which Wilson had been captured. Suits have been commenced on the \$1000 & \$207 notes by Root against Volentine & suits dismissed by Root. The note of Volentine to Root was for \$1000 produced at the meeting.

Empty table

Is acquainted with Anderson & Boutwell Co. had a demand against them, in Oct (34) of a little over \$1000, heard of their failure in the street & saw Doct Anderson (Reb.) who said we should not lose anything by it, that Volentine

61.

would pay it & I went to see Mr Valentine. Mr Valentine said he would pay \$300 as he supposed that would be the ~~an~~ amount of it. Mr Valentine said that they had arranged it so that he (Mr Valentine) would pay it & ~~he did pay it~~.

Harry Wheeler

So acquainted with Anderson, Bontwell & Co, had a demand against them in Oct (52) of a little over \$800

Doct. Mosier

Anderson, Bontwell & Co were owing me at the time of the sale between \$40 & \$50 for services in the store. An arrangement was made so that I was to get my pay from Valentine. Reel Anderson told me this afterwards. I think when Reel Anderson and Valentine were together I got my pay. I think sale took place Nov 6th Monday. I had charge of Drugs & Groceries, ^{the Drugs} at time of sale, were estimated at \$800. The new stock of Drugs had not then come in, some goods were marked higher and some lower than cost price. Would not give more than 50 per ct for stock of Drugs. Valentine, Anderson & myself estimated the Drugs on that Saturday Nov 4th at cost price. Would not have given more than 30 & for entire stock. There were many old goods, some shops worn, out of style, damp & injured.

Cup Examination

Am a practicing physician, but a merchant. came from Amida N.Y. practices, Botanic, Hydropathy & Allopathy, prefers Hydropathy & Botanic. Bought drugs of Anderson, estimated Drugs & Groceries at their cash value. Anderson Bontwell & Co had received some new goods of their fall purchase. Recollect of Anderson Bontwell & Co sending off goods to Rock Island, they (Anderson

62.

Bonthell (Hes) adopted the cash system in September/34 sold pretty generally for cash, drugs & medicines had not come on that fall, at the time of sale, some drugs arrived in after sale, I think Quinine, Tricochlorens & Siquors, 6 Boxes Drugs & 2 casks of Siquors, came in after the sale. many of the goods were damp & injured and many of the drugs in bad order.

Mark Boncain
Sworn

Is a Druggist at Amora, was in Valentine's store last winter, to examine some drugs & medicines with the view of purchasing, was in several times, In Dec^r and through the winter, Mr Valentine called upon me to go in and examine the Drugs with a view to selling out to us. I would not have given \$50 & for the goods shown me. Dr Mosher & myself made our examination this fall 200 bottles of Quinine & Brandy came in after the sale.

Wm. A. Moore
Sworn

Is acquainted with Anderson, Bonthell Hes, was in their employ in the wagon shop, and in the absence of Henry Bonthell was foreman of the shop. On the morning after the sale of the 6th of Nov 1834 R. C. Anderson came to the shop with Valentine and told the hands that Valentine had bought them (Anderson, Bonthell Hes) out, and that they, the hands, must look to him (Valentine) as their employer after that time. At the request of Valentine, witness and J. R. Randall, immediately

63.

perceived to take an inventory of all the personal property bought of Anderson, Bontuck & Co by Volentine pertaining to the Carriage Factory which amounted to from \$1800 to \$2000. Lyman Baldwin & witness, about the middle of Dec^r afterwards, bought of Volentine all the personal property pertaining to the Carriage Factory for \$1600 or a little over. He bought at the same time a lot of carriages of Volentine manufactured by him for which he gave \$700 or \$800. No finished carriages were on hand at the time of the sale from Anderson, Bontuck & Co to Volentine. Randall & witness did not inventory the five carriages that came from New Jersey, they had not then arrived. The same hands that Anderson, Bontuck & Co employed in the shop continued with Volentine. Anderson, Bontuck & Co paid the hands up to the time of the sale, and Volentine paid them afterwards. 1. 2 or 3 wagons were sold out of the shop between the time of sale to Volentine and our purchase. Carriages were being manufactured all the time up to the sale to us.

Deposition of
James Gibson

Known & lived Volentine over 20 years, most of the time in Salem and its vicinity. Volentine was in Mercantile business most of the time. His pecuniary condition last fall ^{by reputation} was good, cannot state particulars as to his property or effects, or what they consisted of or their value, nor has means of knowledge, except by reputation. No knowledge that he owed any sum whatever. Never heard any imputation or insinuation whatever against him or against his character for integrity.

Deposition
of
W^m Lawrence

Resides in Shushan N.Y. has known Daniel Volentini for the past 12 years, while he (Volentini) lived in Shushan Washington Co N.Y. Volentini's business was that of a Merchant in Dry goods, groceries, Hardware, Crockery & provisions — Volentini left Washington Co in the last part of Sept 1854 He. (Volentini) was possessor of property as near as he (Depositor) can judge, at that time of about \$20,000, consisting of Bank stock, Bonds & Mortgages, promissory notes $\frac{1}{4}$ of a Grist Mill, a Saw Mill & $\frac{1}{2}$ of a Woolen Factory I was employed as a clerk by him in his store for 5 years Was in company with him as an equal partner 4 years I know of no debts that he owed, that amounts to \$1000. His reputation for integrity and strict moral honesty was above suspicion or reproach

Deposition of
J^{as} F. Peck

Is a chieftain at Shushan Washington Co N.Y. has known Daniel Volentini for 9 years at Shushan aforesaid His (Volentini) business or pursuit was Merchant in Dry-Goods, groceries, provisions & crockery, Volentini left Washington Co about the 30th of Sept 1854 and was possessor of property, as near as I can judge, of from \$20,000 to \$25,000 — consisting of Bank stock, $\frac{1}{4}$ of Gristmill, $\frac{1}{2}$ of a Woolen Factory one Saw Mill & obligations against sundry persons. His reputation was above suspicion. His ^{integrity} reputation without a stain.

Deposition of — Age 36 Is in the lumber business at Shushan
Washington Co. N.Y. has been acquainted with Volentine dur-
ing the past 20 years, when he (Volentine) resided in Shu-
san, since my acquaintance with Volentine, he has
generally been engaged in the Mercantile business, and
always had the reputation of selling more goods than any
other Merchant in the County, for the last 4 or 5 years
he (Volentine) has dealt extensively in wool, flax, grain
& other commodities. Mr Volentine left for Illinois last fall
(34). At that time he was reported to be worth a large
amount of property, owned a $\frac{1}{4}$ flouring mill, $\frac{1}{2}$ wooden
factory & a saw mill, and other Real Estate, estimated at
\$5,000 and readily convertible into cash at a fair valua-
tion, according to the best of my knowledge & belief
when Volentine left for Shushan for Illinois he had no
debts standing against him, during my acquaint-
ance with him, he has been remarkable for meeting
all his pecuniary liabilities, and never knew it neces-
sary for a person to ask him for a just claim, or second
time. Mr Volentine had banks stock and money on de-
posit in different Banks. I was intimately acquainted
with his business, and am positive that his property when
he left here could not have been worth \$40,000. During all
my acquaintance with him, I never heard his integrity
doubted.

Deposition of — Is a farmer aged 60 years, residence White creek, Washing-
ton County, New York, has known Daniel Volentine for 20 years

66.

while he lived in Shushan, Washington, Co New York. His (Vol-
entius) business was mercantile in the dry goods, grocery &
provision business. He (Volentius) left this (Washington Co)
County about the 30th Sept 1834 and was possessed of prop-
erty at that time, as near as I could judge of \$25,000 consisting
of Bank stock, Bonds & mortgage, promissory notes, 1/4 of grist-
mill 1/2, woolen factory, & one saw mill. I was often con-
sulted by him in making his investments, & drew many
of his papers in relation thereto. I know of no debt he owed
that would amount \$1000. His (Volentius) reputation for
integrity and strict moral honesty was above suspicion
or reproach.

J. B. Thomas Has known Volentius for the past 15 years, his reputation
is as good as any man that I have ever been acquainted with.

Sanborn Resides at Oswego Kendall Co Minn. been there 2 years
formerly lived in Vermont near Volentius knew his repu-
tation, was as good as any man's

A. H. Fenton Moved to Aurora last April. Known Volentius 18 years,
reputation good for \$45,000 to \$50,000 no man stood higher
in integrity & moral character.

cross ex Was in the employ of Anan-
son, Bontwell & Co 3 or 6 days just before the sale to Volentius,
Volentius assisted me in making inventory, I think only 1
day. I assisted in taking the inventory. Mr Volentius bought
the horses of Ananson, Bontwell & Co. I would not say I did not

67.

tell Paul Cornell that Volentim was sharp in having bought out a stock of goods without taking an inventory, and afterwards it turned out there were a great many more goods Volentim was assisting me the one day as before testified in mentioning crochery in Oct (54) last days of Oct as goods were arriving at the store.

R. T. Ward

Went into copartnership with Volentim last August. I saw the goods in Anderson Bontwell & Co's store, the latter part of Sept or 1st part of Oct 1854. I examined them particularly the first of farmery last. Think the goods were badly selected for that place. Some goods were gnawed by rats & some run merrits, pretty hard lot generally, saw more than 80 species of boots mismatched. I know the price of goods, by the marks should not think them worth over 50 per ct - a good many goods shuf rotten

crop ex

Volentim sold bad goods first for what he could get for them, remnants 1/2 doz remnants, knives & forks, an old saw, gimblets, all remnants that he bought of Volentim, a whole piece of Ders lains, sold for 12 cts per yard cost 32 cts per yard. I paid Volentim \$4,000 cash for half of what was called \$1,3000 & gave my notes for the balance (There was a lot of cutting not worth 10 cts on a 2 dollar) I looked over the stock of goods with Anderson with a view of purchasing in Sept & Oct 1854.

Never bought any interest in the wagon shop, bought a note of Volentim against Dele. Williams, made payable to Anderson, Bontwell & Co for \$1,500. We had been buying grain

all winter, and Volentini turned out this Williams note -
 I bought a number of notes of Volentini that came from
 Anderson, Bontwell & Co, a list of which I handed to H. J. Smith
 for collection, amounting to \$865. which were not included
 in the sale of notes to me by Volentini. ~~He~~ ^{Vol} ~~Adell~~ ^{Adell} owed
 an account to Anderson, Bontwell & Co of \$300 or \$400 - I
 bought in August from Volentini, notes and Anderson,
 Bontwell & Co amounting to some \$1000, also accounts
 some \$1200. The accounts were not worth 10 cts on the
 dollar, almost every man has effects.

Wade Stockmiller
 Recalled

I have known this stock of goods over one year. Goods
 badly selected, in stock bad pattern, high colors. - new goods
 knows of no change in the stock from the time Volentini
 bought them to the time when I had purchased, except some
 additional purchases. I was a head stock of goods, they
 were damaged goods, many pieces of De Lains that And-
 erson, Bontwell & Co purchased for from 50 to 75 cts per yard
 Volentini marked down to 25c - as of Boots & Tra. Tobac-
 co, that cost 20 - we marked down to 10 - Knives & cutlery
 that cost 9/- we marked down to 4/- 4/- The goods were
 marked down so that they could be sold, and yet we sold
 them for all we could get for them.

crop &c

We always sold off rem-
 nants ~~fast~~ - The Tra was mowday, one chest that cost
 40 cts wont sell for anything - Bonnets sold for 6/- that
 cost 8/- ~~or 4/-~~ \$3 or \$4 - There was a large quantity of clothing
 coats that cost \$8 and sold for \$7. Coffee, considerable portion

69.

good, cost 10 & sold for 11 1/2. Several barrels of shavings
good goods, sold below cost - 17 Quite a stock of Boots & Shoes
estimated at \$300. boots that cost \$3.00 we sold this fall for
\$2.25. sold a coat the other day for \$6, cost \$7.50 Recollects
Mr Sheep collecting \$8.000 worth of goods which left a pretty
small stock, should think it left half on the shelves. Thinks
Shanpe took Tea, sugars &c. "I think I could estimate them
worse. " Think I could not find any better goods in
the store

Here the Defendants introduced the following at-
tachments vs Anderson, Bontwell &c.

- 1 in favor of Cyrus N. Anderson issued 11 Dec 1854 & issued
served on Volintine as Garnisher May 6 " 1855 for \$611.50
- 1 in favor of Geo. A. Whitney et al issued 8 Dec 1854 served
on Volintine as Garnisher Dec 9 " 1854 for \$1491
- 1 in favor of Spring Field &c issued 16 Dec 1854 served
on Volintine as Garnisher 6 May 1855 for \$1000
- 1 in favor of W. L. Collins & others issued 14 April 1855 served
on Volintine as Garnisher 20 April 1855 for \$1390.25

All of which attachments issued from the Home County
Circuit Court.

Also one in favor of George L. Watkinson for \$298.00 issued as
above.

Arthur Thornton - Knew Re. L. Anderson &c. was frequently in their store
sworn 8 last year 1854. Once Anderson asked me in there, saw a
part of the goods shortly after Mr Volintine took possession
There was a good many very good goods, and a good many

70.

very hard goods, many of them not adapted to the community. The goods were not kept in very good shape. Quite an amount of Berage De Saines, that was brought out from Chicago by the Anderson's, must every year styles change, and go out of fashion, & become of little value. I sold some styles at 9¢ 1/2 which cost 20¢. I closed out a stock of goods last fall. I only noticed the stock in Anderson Bontell & Co's store generally.

crop ex -

The Defendant here says. Plaintiff's record

Chas. Williams

Mr. Hund collected of me a \$1500 note payable to Anderson, Bontell & Co. I let Hund have a stock of goods worth \$2,200 also gave him Trust Deed on house & lot worth \$200, in payment of said \$1500 note. I told Bond for a deed of farm, security, paid for. The note \$1500. was given for goods bought in the fall of 1834. Mr. Anderson had just returned from the East everything were opening goods every day. don't remember know what their goods cost. Their stock looked like a good assortment of old goods, with new stock. When I gave the note I had not received the full amount, as I wanted some of the new fall purchases. I had a due bill from Anderson, Bontell & Co for \$175 payable in goods to make up the \$1500 which due bill Volentin afterwards paid.

crop ex

Has been in business 3 years, was bred to Merchandising in a Commercial college in Europe

Marion Head - Was a clerk in Huchins & Jenkins Bank in the months

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of Sept. Oct. & Novr 1834. Don't think they made any loans to Anderson, Bontwell & Co after I went into the Bank. They, Huchens & Jenkins kept books containing their loans I kept their books, never looked over the books previous to the time I went there. Never knew of their making any loans to or taking any notes from Anderson, Bontwell & Co while I was there. Never heard anything from Huchens or Jenkins concerning any loans to or notes from Huchens & Jenkins on Anderson Bontwell & Co. Made an entry of the notes given by Volentim in Novr & the \$1000 paid by him at that time. Don't recollect that anything was said in regard to the account upon which they (the notes) were given, or the \$1000 paid. There was nothing on the Books to show. I made an entry of the money paid by Volentim. Anderson, Bontwell & Co's deposits amounted to \$1,400. or \$1,500 per week. They (Anderson, Bontwell & Co) presented checks and overdrawn I mentioned it to the Teller & I was told that it made no difference. Volentim continued depositing money in the Bank. He deposited \$2,000 a week from the 1st of November until the 1st of January (as long as I stayed there).

crop. Ex

I think that Volentim did once or twice deposit large sums of money, said to have come from the East, but I have not taken that into the account of his deposits at all. Anderson checked out money on Saturday the 4th of Novr

Mr Douglass Arrived at Amherst on the 18th Novr 1834. I saw in the shed & factory which were said to have belonged to Anderson, Bontwell & Co I saw a Ruggin. nearly complete worth \$300, one carriage

72.

nearly complete worth \$130. our carriage without running gear \$180.

Jo^s Randall

Valentin testified as on one occasion in mounting crockery. I think Valentin was present at some other times when we were mounting goods but am not positive. While mounting goods the bills were before us, recollects once when I was in the clothing room Mr Valentin being there, this was a week before the sale, he (Valentin) said the trouble was Anderson paid too high for his goods. He said he had been in mercantile business 20 years & could buy goods 25 per cent cheaper than Anderson bought. The reason he said was that he bought for cash while Mr Anderson bought on credit. There was a number of Boxes of Tobacco badly injured, Sugars injured by the mice, cakes by the light, also pieces of goods, 2 or 3 boxes of Tea, a good many goods in the loft injured, Books mismatched. There was a great many good goods, coffee &c in sacks. The crockery was injured. Has no recollection of making any threats ever. Valentin always treated me well. I saw Mr Valentin have a bill of crockery in his hands one Bill I think was of Stewart, don't recollect the other. I am not as positive of this as of other testimony I have given.

Henry Vaughan

Knows a span of horses which belonged to Anderson, Valentin had the horses, saw a couple of men come into Valentin's store and pay him (Valentin) \$250. and take up a note which was given for the horses, had a claim against Anderson of \$500. The first Tuesday in Nov 1834 I saw Hiram Anderson in Nashville and remained money. He said that Valentin

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and his brother R. C. Anderson would arrange it. I went to Aurora the next day & R. C. Anderson took me to see Volentine and Volentine said he would arrange it, would give me another note as soon as Kinnon could be seen, he said he would take ~~it~~ up my note against Anderson. Routledge & Co and give his note on 6 months. I left my note with him and in a few days he handed it back saying that he considered nothing. R. C. Anderson said to me "There is no trouble about it I can raise you the money." I only done this, that is, sold out to Volentine to turn myself about & shall be back again in a few days. I got into a tight place before I was aware of it & shall be back again, ~~regrinding~~ regrinding in a few days." I think I related this conversation to Volentine, am not very certain, don't know what Volentine said in reply.

Dr. Amos Rock. R. C. Anderson wife made me a Deed on the 4th of Nov 1854. R. C. Anderson was indebted to me not far from \$14,000 before he deeded the property to me. He deeded the store to me in said Deed, I made a Lease of store to Volentine after he bought out Anderson, Routledge & Co. The Lease I have here. Volentine has paid me the rent independent of my note, or my connection ^{with} of anyone else, or any connection with R. C. Anderson. About the middle of Dec-1854 I agreed with R. C. to Deed me the property. R. C. Anderson had agreed to make Deeds of Lots to several persons, which in our agreement I was to deed to them. The Lots deeded by me to R. C. Anderson, were deeded in reality to enable him more conveniently to sell, I am farther in law of R. C. Anderson.

He (Nels. Anderson) had sold 60 or 70 lots of these Lots. There was a mortgage on the woodland in favor of my Brother, which I agreed to cancel, and did so accordingly to our agreement. He Nels. Anderson had sold the woodland to his (Nels. Anderson's) father. I don't know what his father paid him. I know a Judge Pratt that lived at Lake Superior. I don't know that he was here when I got my land from Nels. Anderson, and don't know that he was here at all last fall or summer (1834) Did not see him nor hear of his being here at that time. Pratt is a relation of Nels. Anderson. I don't know of Nels. Anderson owning any other real estate beside that conveyed to me. Valentine told me he had purchased all the ^{little} traps around the Beans about which we had some contention. There was a schedule of articles bought of Nels. Anderson, by Valentine in the hands of Kemp. Recollects a bedstead & some household furniture. I had a note of for \$1000 given by Valentine to Anderson. Bought it & he which is not paid. (A. M. Ward came to my house and took me down to Kemps when I found Nels. Anderson don't recollect whether Valentine came after I got them or was there when I went in. Staid there all night. Mr Ward gave me a writing to send me the \$1000 note referred to from Chicago if I would sign the Bail Bond. I did not ^{receive} the note there. There was another note that Valentine gave, don't recollect of seeing any \$1000 note then Valentine said he would pay me as soon as it fell due, about the 1st of April /35. Valentine said he always paid his debts. I went to him at the time it fell due & he refused to pay it. Mr Blackwell said he (Valentine) should pay it. I waited some 2 months for him

75.

to pay me & he did not. I learned that Volentine traded on the 6th of Nov^r 1834 my lease to him was around the first time I went to Aurora after that time I was down back to date of sale. Volentine has told me that as soon as the Law Suits were over ~~with~~ he would pay me the note. The Lease to Volentine was made on the 8th or 10th of Nov^r when I went down the first time. Volentine applied to me for a Lease of the Ston to May 1835, and I gave him a lease for that time commencing the 4th of November 1834. I suppose it was generally understood that I had a lease ^{Deed} of the Ston, & (Volentine) came to me & said he wanted a Lease. Anderson made the Deed and sent it up to the Recorder's office to be recorded, I supposed he would do so, he agreed to Deed me the property ⁱⁿ Suits before the sale. I felt dissatisfied & went down to see, He owed me & I went & had a talk with him at the Ston. He had sold a great deal of the property & had never paid anything for it. He then agreed to make me a deed. The first time I saw Volentine, was at Edith's house, and he said he was buying wool. We went on and made a Lease about know which registered the Lease to be made. Reuben Anderson filled up the Lease, it ~~was~~ is in his handwriting.

S. P. Burdick — A year ago now I resided in Cook County near Elgin. I am Brother in law of Reuben Anderson was at Aurora the 11th of Nov^r 1834 I brought at that time some Deeds to be put on record. Think I brought 3 papers. William Anderson gave them to me, and money to pay for recording, Volentine & Anderson were talking together. They were talking about

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coming up. ^{but} finally, gave them to me (the deeds)
It was Mr Anderson who asked me to take the deeds up
Mr Volentine said nothing. I gave the Deeds to Bill Blanch
and

Bill Blanchard — Is Deputy Clerk in the Recorder's office of this County
Was in the office on the afternoon of the 4th Nov 1884 Rec-
lects of Sundick's bringing in the following deeds to be record-
ed viz. R. C. Anderson to Elizabeth Ceste
same to Anson Root
same to W. A. Pratt
same to J. C. Dornell or Hugh Dornell
same to John Morris

The above deeds were introduced as evidence, being in
the words & figures as follows to wit—

Rollin C. Anderson } Know all men by these Presents, that we
to } Rollin C. Anderson and Martha Anderson his wife of
Elizabeth Ceste } the County of Kane and State of Illinois, in consideration
of Three Hundred Dollars to us paid as by these presents
grant, bargain, sell and convey to Elizabeth Ceste of Aurora of
the County of Kane and State of Illinois All the following
described lands situate in the Village of Aurora, County of Kane
and State of Illinois and described as follows viz. Lots 17
from 18/ Eight and 19/ Nine in Block (K) of Andersons
Addition to Aurora. Reference being had to Plat of said
addition and recorded in the Recorder's Office of said County
of Kane. To Have and To Hold the same with the privilege

77.

and appurtenances therunto belonging or in any wise apper-
taining, And the morrison and morrison's remainder, and re-
mainders, unto issues and profits thereof to the above named
Grantor her heirs and assigns forever, and we warrant
the same to be free from all incumbrances whatsoever.

In witness whereof we have hereunto set our hands and seals
this Seventeenth day of October A.D. 1854

In Presence of

Rollin L. Anderson Esq

Martha H. Anderson Esq

State of Illinois
Kane County

I James H. Bean a Justice of the Peace in and for the
said County and State aforesaid Do hereby certify, that Rol-
lin L. Anderson, and Martha H. Anderson, his wife who are per-
sonally known to me as the real persons whose names are subscrit-
ed to the annexed and appeared before me this day in person,
and acknowledged that they executed and delivered the said
Deed as their free and voluntary act for the uses and purposes
therein set forth, And the said Martha H. wife of the said Rollin
L. Anderson, having been by me examined separately and apart
and out of the hearing of her husband and the contents and mean-
ing of the said Deed having been by me made known and ex-
plained to her she acknowledged that she had freely and vol-
untarily executed the same and relinquished her dower to the
lands and tenements therein mentioned without compulsion of
her said husband and that she did not wish to retract the
same.

Given under my hand this 17th day of October in the
year of our Lord one thousand eight hundred and fifty four
Jas. H. Bean Esq J.P.

Filed and Recorded Nov 4th 1854 at
5th P.M. Luther Dearborn Recorder }
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Rollin C. Anderson } This Indenture made this Fourth day of November
To } in the year of Our Lord one thousand eight hundred and
Anderson Root } fifty four, Between Rollin C. Anderson and Martha
Anderson his wife of Aurora, County of Kane and State of
Illinois of the first part and Anderson Root of Elgin, County of Kane
and State of Illinois of the second parts. Witnesseth. That the
said party of the first part, for and in consideration of Four
Thousand Dollars in hand paid by the said party of the second
part (the receipt whereof is hereby acknowledged) and the said
party of the second part forever released and discharged) therefrom
have granted, bargained, sold, remised, released, aliened and
confirmed and by their presents do grant, bargain, sell, remise,
release, alien and confirm unto the said party of the second
part and to his heirs and assigns forever. All the following
described premises, situate, lying and being in the County of Kane
and State of Illinois viz. In the Village of Aurora, the West Three
Acres of land in Block (C) of Anderson's Addition to Aurora.
Also Lots 13 & 14 in Block D. Also Lot 4 in Block L. Also Lots 6 &
11 in Block K. Also Lots 9 & 10 in Block H. Also Lots 6 & 7 in
Block B. Also Lots 6 & 7 in Block H. Also the East Two Acres
in Block D. Also Lots 1, 2 & 4 in Block E. Also Lot 12 in
Block G. Also Lot 7 in Block L. All the foregoing described
lots and lands lying and being situated in Anderson's addition
to the Village of Aurora.

Also in Roots Addition to Aurora the

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following described property viz, Lots 3, 4, 5 & 6 in Block 1. also Lots 3, 4, 5 & 6 in Block 7. also Lots 4, 5 & 6 in Block 8. Also in the Village of Aurora the following described property viz The Western part of Lot N^o 2 in Block N^o 11 being 24 feet on Main Street by 120 feet deep, being the West 24 feet of said lot. Also the Sixty feet off the North side of Lot N^o 1 in Block N^o 18. Also Sixty feet off the North side of Lot N^o 1 in Block N^o 17.

Together with all and singular, the hereditaments and appurtenances thereto belonging or in any wise appertaining, and the revenues and services, remainders and remainders, rents issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever of the said party of the first part either in Law or Equity, of, in and to the above bargained premises with the hereditaments ^{and} appurtenances. To Have and to Hold all & singular the said premises, above bargained and described, with the appurtenances unto the said party of the second part his heirs and assigns forever. And the said Rollin, L. Anderson, and Marthen H. Anderson, his wife for their heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of the enacting and making of these presents, the said Rollin, L. Anderson, and Marthen H. Anderson his wife are well seized of the premises above conveyed as of a good, sure, perfect, absolute and inalienable estate of inheritance in Law in fee simple, and have good right, full power, and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid and that the same are free and clear from all former and other grants

bargains, sales, liens, fragments, taxes and assessments, and in
 circumstances of what kind or nature soever, and the above ben-
 efits and premises in the quiet and peaceable possession of the
 said party of the second part his heirs and assigns, against
 all and every person or persons lawfully claiming or to claim
 the whole or any part thereof, the said party of the first part
 shall and will warrant and forever defend.

In witness whereof
 The said party of the first part hereunto set their hands and seals the
 day and year first above written.

Signed, sealed and delivered
 In presence of A. B. Fulton

Rollin L. Anderson Esq
 Martha H. Anderson Esq

State of Illinois }
 Hamilton County, } I A. B. Fulton a Justice of the Peace in and for said
 County, in the State aforesaid Do hereby certify that Rollin
 L. Anderson and Martha H. Anderson, personally known
 to me as the real persons whose names are subscribed
 to the above and appeared before me this day in person and
 acknowledged that they executed and delivered the said deed
 as their free and voluntary act for the uses and purposes therein
 set forth. And the said Martha H. Anderson, wife of the said
 Rollin L. Anderson having been by me examined separately and
 apart and out of the hearing of her husband and the contents and
 meaning of the said deed having been by me once known
 and fully explained to her, acknowledged that she had fully and
 voluntarily executed the same, and relinquished her
 claim to the lands and tenements therein mentioned
 without compulsion of her said husband and that

she did not wish to attract the service

Given under

my hand and seal this Tenth day of November A.D. 1854
Filed for Record Nov 1854 at St. P. Minn. A.B. Fuller Esq
Deputy Recorder } Justice of the Peace

B10 p 373

Rollin C. Anderson Ship } This Indenture, made the twentieth day of
To } October, in the year of our Lord one Thousand eight
William A. Pratt } hundred and fifty four. Between Rollin C. Anderson
and Matthew H. Anderson of Aurora, Kane County
and State of Illinois of the first part and Mr. A. Pratt of
Saint Ste Marie, Lake Superior of the second part. Witnesseth
that the said party of the first part in consideration of the
sum of Three Thousand and Dollars to us duly
paid before the delivery hereof, have granted bargained and
sold, and by these presents do grant, bargain sell and con-
vey to the said party of the second part his heirs and assigns
forever. All the following described property, viz. Woodland
in Township 38 North Range 8 East of the 3^d Principal Mer-
idian. Beginning 7. 50 ch East of the South West corner stake
of Sec 13 on Sec^{ion} line Thence N 14. 31 ch. Thence E 7. 71 ch. Thence
S 14. 04 1/2 ch to Section line. Thence West on said line 57 links
Thence South 27. 25 ch. Thence West 14. 75 ch. Thence N. 28. 50 ch
to said corner stake and Section line of Section 13. Thence East 7. 50
ch to place of beginning. Being part of Sections 13 & 14, containing
about 4 Acres. Also in the Village of Aurora, the follow-
ing lots in Anderson's Addition to Aurora viz. Lots N^o 2 in Block
B Lots N^o 1. 2. 9. 10 in Block D. Lots 3 & 4 in Block F. Lots

3, 4, 7 & 8 in Block G. Lots 2 & 3 in Block H. Lots 8, 9, 10, 13 & 14 in Block I. Lots 7, 8, 9 & 10 in Block K. Lots 1, 2, 3 in Block L. Also the following Lots in Roots Addition to Aurora viz Lots 1, 2, 9 & 10 in Block N^o 1. Lots 2, 6, 7 & 11 in Block N^o 2. Also Lots N^o 1, 2, 3 & 4 in Block N^o 3. Reference being had to Plats of said Additions and Reserving the Records office of said County of Kane and State of Illinois, — with the assent and consent, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part, do hereby covenant and agree with said party of the second part, that at the time of the delivery hereof the said party of the first part — the lawful owner of the premises above granted, and seized thereof in fee simple absolute, that we will warrant and Defend the above granted premises in quiet and peaceable possession of the said party of the second part his heirs and assigns forever, and that they are free from all incumbrances whatsoever. 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 }
In presence of }

In presence of

Rollin L. Anderson *myself*

Martha H. Anderson *Wife*

State of Illinois } I James G. Barr a Justice of the Peace in and for the
Kane County } said County in the State of said State do hereby certify that
Rollin L. Anderson & Martha H. his wife, personally known to me as the same persons whose names are subscribed to the above and appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and for the uses

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and imposes therein set forth. And the said Martha A. ~~Aranson~~
~~and~~ wife of the said Rele. Aranson having been by me
 examined, separate and apart and out of the hearing of her
 husband, and the contents and meaning of the said instrument
 of writing having been by me fully made known and explained
 to her, she acknowledged that she had freely and voluntarily ex-
 ecuted the same, and relinquished her dower to the lands and
 tenements therein mentioned without compulsion of her
 said husband and that she does not wish to retract the same

Given under my hand and seal this 17th day of October A.D. 1854
 Fred & Richard A. P. 4th 1854 } Jas. G. Baw Clerk
 at J. P. M. S. Deaton Recorder } S.P.

Rele. Aranson & wife
 To

Geo & Hugh. A. Cornell

This Indenture Made this Fourth day of Novem-
 ber in the year of our Lord one Thousand eight hund-
 red and fifty four Between Robin Le. Aranson
 and Martha. A. Aranson his wife, of the first part (A.D.)

George. A. Cornell and Hugh. A. Cornell all of Armon. County of Ham-
 and State of Illinois of the second part. Witnesseth. That the said party of the
 first part for and in consideration of the sum of One Hundred and
 Twenty five Dollars in hand paid by the said party of the second part,
 the receipt whereof is hereby acknowledged, and the said party of the
 second part. forever released and discharged therefrom, have granted,
 bargained, sold, aliened, released, aliened and confirmed, and by
 these Presents do grant, bargain, sell, remise, release, alien and con-
 firm unto the said party of the second part, and to their heirs and
 assigns forever All the following described premises, situated

12495-91
 816

lying and being in the County of Kane and State of Illinois and
 known and described as follows, to wit, Lots N^o (3) Thru and
 From (4) in Block (A) of Amersons Addition to Aurora
 Together with all and singular the Hereditaments and Appur-
 tenances therunto belonging or in any wise appertaining and the
 portion and divisions, remainders and remainders, rents, issues
 and profits thereof, and all the estate right, title, interest, claim
 or demand whatsoever of the said party of the first part
 either in law or Equity of in and to the above bargained prem-
 ises, with the hereditaments and appurtenances. To Have and
 to Hold all and singular the above bargained and described
 premises with the appurtenances unto the said party of the
 second part their heirs and assigns forever. And the said Robin-
 L. Anderson and Martha H. Anderson his wife for their heirs,
 executors and administrators do covenant, bargain and agree
 to and with the said party of the second part their heirs and af-
 signs, that at the time of the making and delivery of these pres-
 ents the said Robin. L. Anderson and Martha H. Anderson
 his wife are well seized of the premises above conveyed as
 of a good, sure, perfect, absolute and indefeasible estate of
 inheritance in the law in fee simple and have good right-
 full power and lawful authority to grant bargain, sell and
 convey the same in manner and form aforesaid, and that
 the same are free and clear of all former and other grants
 bargains, sales, liens, judgments, taxes, assessments and in-
 cumbrances of what kind or nature aever, and the above
 bargained premises in the quiet and peaceable possession

of the said party of the second part their heirs and assigns a-
gainst all and every person or persons lawfully claiming or
to claim the whole or any part thereof shall and will war-
rant and forever defend. In Witness whereof the said party
of the first part hath hereunto set own hands and seals the day &
year first above written.

Sealed and delivered

Rollin L. Anderson (Seal)

In presence of A. B. Fuller

M. H. Anderson (Seal)

State of Illinois } I A. B. Fuller, a Justice of the Peace in and for said
County of Henry in the State aforesaid do hereby certify that Rollin
L. Anderson, and M. H. Anderson, personally known to me
as the same persons whose names are subscribed to the aforesaid
Deed appeared before me this day in person and acknowledged
that they signed, sealed and delivered the said instrument of writing
as their free and voluntary act for the uses and purposes therein
set forth. And the said M. H. Anderson, wife of the said
Rollin L. Anderson, having been by me examined, separate and apart
and out of the hearing of her husband as to the contents and mean-
ing of the said instrument of writing having been by me
made known and fully explained to her, acknowledged that
she has freely and voluntarily executed the same and relinquish-
ed her dower to the lands and tenements therein mentioned
without compulsion of her said husband and that she does
not wish to retract the same. Given under my hand
and seal this 4th day of November A.D. 1854.

Filed and Recorded Nov 4th 1854 at 5 1/2 P.M.

A. B. Fuller (Seal)

J. Learton Recording

Rollin L. Anderson } This Deed made this Seventeenth day of Oct-
 To } ber in the year Our Thousand eight hundred and fifty, from
 John Morris Deed } Between Rollin L. Anderson and Martha H. Anderson of
 Aurora Kane County and State of Illinois party of the
 first part and John Morris of the same place of the second
 part Witness that the said party of the first part in consid-
 eration of the sum of One Thousand Dollars to us duly paid before
 the delivery hereof have granted bargained and sold and by their
 servants do grant sell and convey to the said party of the second
 part his heirs and assigns forever All of Lot N^o 18 Eight in
 Block N^o 13 Then in Root's Addition to Aurora Reference
 being had to a Plat of said Addition and records in the
 Recorder's Office of said County of Kane. With the appur-
 tenances and all the Estate, title and interest of the said party
 of the first part therein, and the said party of the first part
 do hereby covenant and agree with the said party of the second
 part that at the time of the delivery hereof the said party of the
 first part the lawful owner of the premises above granted
 and seized thereof in fee simple absolute, that we will war-
 rant and defend the above granted premises in the quiet
 and peaceable possession of the said party of the second part
 his heirs and assigns forever, and that they are free from all
 incumbrances whatsoever. In Witness whereof the said
 party of the first have hereunto set their hands and seal the
 day and year first above written

Signed Sealed and Delivered

In presence of

Rollin L. Anderson Deed
 Martha H. Anderson Deed

State of Illinois } I James H. Ban a Justice of the Peace in and for
 Kane County } said County in the State aforesaid Do hereby certify
 that Rollin C. Anderson, & Martha H. his wife personally
 known to me as the same persons whose names are subscribed
 to the above and appeared before me this day in person and ac-
 knowledged that they signed, sealed and endorsed the said instru-
 ment of writing as their free and voluntary act for the uses and
 purposes therein set forth. And the said Martha Wife of the
 said Rollin Anderson having been by me examined separately
 and apart and out of the hearing of her husband and the contents
 and meaning of the said instrument of writing having
 by me fully made known and explained to her she ac-
 knowledged that she had freely and voluntarily executed the
 same, and relinquished her dower to the Lands and ten-
 ements therein mentioned without compulsion of her said
 husband and that she did not wish to retract the same —

Given under my hand and seal this 17th day of October A.D. 1854

Filed and Recorded Nov 4th 1854 at 3 1/4 P.M.

J. H. Ban Clerk J.P.

Deauston Recording

The Deeds to Mrs. Pratt & Lettie were dated 17th Oct 54,
 the other deeds were dated Nov 4th 1854

H. D. Shapell Is a clerk in the house of Brown M. Ames & Co New York
 whom I was at Newborn last fall 54. He had sold Anderson & Pontwell
 20 bills of goods, Vell & Loring white goods & shawls. He
 sold to them at the same rates he sold other merchants
 in Ill. They Anderson & Pontwell also bot of us \$2500 worth
 last fall 54. \$1300 to \$500 worth the fall previous I

passed through their Store in Nov/54. Was there on the 20 & 21st Nov. An Attachment was put on the Goods about the first of Jan'y 1855. I was present & assisted in selecting goods and making inventory about \$800 worth was attached did not remove the goods from the Store. The goods mainly attached were not by the opus. The amount remaining in the Store after laying aside \$800. I could not tell as they mainly consisted of Drugs Medicine groceries Boots Shoes & other goods. Should think there was \$800. left. I went all through the Store.

I was in Iowa between the 13th & 20th Nov. - Des Moines and Muscatine and also at Rock Island.

Question by Plaintiff. State if whether you saw any goods at these places or saw what goods. This Question was objected to by the defendant and the court sustained the objection. Thereupon the plaintiff by their Counsel at the time excepted to the ruling of the court.

Question by Plaintiff Counsel. Did you see any goods sold there which had belonged to Anderson Boutwell or if so in what manner were they being sold. This question was objected to by Defendants Counsel and the court sustained the objection. Thereupon the plaintiff by their Counsel at the time excepted to the ruling of the court. The Auction of goods in New York do not furnish the market value. Think the average quality of the goods in Anderson Boutwell's Store was rather below good Country Stores. Voluntary

Crop Ex
89.

clerk aided in putting out the goods
Agent for the house of Bowen & McEamner
and attended to the attachment for them other attachments
were laid at the same time. Mr Valentine was early
at the time of the attachments. Don't know that
any goods had been bought by Valentine between
the time of the purchase and the attachment. There
had been a fall in the price of goods that fell
our house makes a discount for 5 per cent ^{for} each
Ardam Bonhville also paid only \$500 on all
their purchases. Our house frequently attend these
auctions. Teas & coffee are sold usually at auction
on amount of cargo not dry goods. They are
generally sold by packages & cases as in Aurora
in 1854 & 1853 sold to Hawley some goods

Defence Resumed

Exi Senses

Has not examined the bank books since I testified
before nor been requested to do so. Has been to Amm
since he testified before. Books would show the
amt of deposits. Valentines deposits were daily from
\$75 to \$100, \$200 & \$300, few occasions large amounts
from \$1000 to \$3000, he was buying grain

At St Louis,

Average amounts of sales from 15 or
20 Nov to 6th or 7th of Dec was \$100 a day
Valentine purchased some goods after the
sale. Sugars Cotton Flour & some other goods

to keep up the apartment Count State the probable amount of goods purchased by Valentine & Harry & Valentines Boos would show the amount of value I was hired to receive the cash and all of it passed through my hands. I had 5 clerks to sell & one to receive cash. Mr Valentine received the cash from me every night for the purpose of depositing it

The Plaintiff offered Harry Bontwell, one of the firm of Anderson Bontwell & Co as a witness. The defendant objected to his introduction on the ground of Interest & the court sustained the objection. The plaintiff then offered to prove isolated facts by him Bontwell. The defendant objected & the court sustaining the objection. To which ruling of the court the plaintiff at the time accepted.

The Plaintiff Boyd Paul asked for the following instructions to be given to the jury

1st If the jury believe from the evidence that Rollin C Anderson for and as a member of the firm of Anderson Bontwell & Co acquired the goods in the declaration described by purchase, that to effect the purchase he represented to the plaintiff at the time that he was worth \$20,000 above all liabilities, that relying upon his representations the plaintiff sold him the goods

91.

on Credit. That Anderson's statements about his property were false, fraudulent & calculated to deceive a man of ordinary prudence and that they were made with the intention of getting the goods without paying for them then the contract of sale by which Anderson Boutwell also came by the goods was obtained by fraud and as between them & the plaintiffs the sale is a nullity and the title to the goods as between them is in the plaintiff

2nd

That if the jury believe from the evidence that the goods in the declaration described were obtained of the plaintiff by Anderson Boutwell also by false & fraudulent representations and that the sale thereof as between them was void by reason of fraud on the part of Anderson then their verdict should be for the plaintiff unless they further believe from the evidence, 1st That the defendant got the identical goods of Anderson Boutwell also, 2nd That he gave or paid a valuable consideration therefor to Anderson Boutwell also & 3rd That he made the purchase of them in good faith without notice or knowledge of the manner in which they came by the goods & without intending to hinder delay or defraud Anderson Boutwell also creditors in the collection of their debts and without having knowledge or notice that Anderson Boutwell also had such intention or object in making the sale to the defendant

Q^m
92.

That if the jury believe from the Evidence that A. B. & Co. acquired the goods of the plaintiff by fraud and under such circumstances that as between them the sale was void then the burden of proving that the defendant had an honest title to the goods by purchase or otherwise is cast upon him (And if the evidence fails to convince the jury that he purchased the goods in good faith without notice of fraud in Anderson Bontwell & Co. or fraud or parted with a valuable consideration therefor then your verdict should be for the plaintiffs)

4th

That if the jury believe from the Evidence that the goods described in the declaration in this case were obtained of the plaintiff by Anderson Bontwell & Co. by fraud and under such circumstances that as between them the sale was a nullity; That A. B. & Co. sold the goods to the defendant for the purpose of hindering, delaying or defrauding their creditors of the collection of their debts & that the defendant participated in that purpose or had notice of it then he is not a bona fide purchaser even though he may have paid a valuable consideration for the goods and your verdict must be for the plaintiff

5th

That if the jury believe from the Evidence that Anderson Bontwell & Co. was fraudulent purchaser of the goods in the declaration in this case described

93.

of the Plaintiff and sold the goods to the defendant for the purpose of defrauding their creditors out of their debts and that the defendant bought the goods without actual bad faith yet if the jury further believe from the evidence that circumstances & facts came to the knowledge of the defendant before he bought the goods which would have led a prudent man to suspect and believe that the purpose on the part of Anderson Boutwells was to defraud their creditors then the defendant is chargeable with notice of such purpose and is not an innocent purchaser and your Verdict should be for the Plaintiff

6th

That though fraud is not to be presumed without proof yet it may be proved by circumstances

No 1.

That if the jury believe from the evidence that Anderson Boutwell also bought and sold the goods under such circumstances as on their part is fraudulent that at and previous to the time of the sale by them of the goods to the defendant they were in straitened and embarrassed pecuniary circumstances and that this fact was then known to the defendant such knowledge is a circumstance which you have a right to take into consideration in determining whether the defendant was a bona fide purchaser of the goods without notice of the fraud of Anderson Boutwell also

Refused

94.

All of which were given by the court
excepting that portion of No 3 which is enclosed in
brackets (1— and the whole of No 1. (marked
Refused). which were refused by the court so which
ruling of the court in refusing the instructions offered
the Plaintiff by their counsel at the time excepted

And the defendant asked the following
instructions which were given

1st — That unless the jury believe from
the evidence that Anderson Pontwell also fraudulently
purchased the goods in question with false or fraudulent
representations they should find for the defendants

2nd

That in a case of this nature the character
of the defendants is in issue if the jury believe from
the evidence that the circumstances of fraud alleged
in this case are ^{inconclusive} ~~negative~~ the the jury have a right
to take into consideration the good character of
the defendant if he has established such a character

3rd

That if the jury believe from the evidence that
Volenting gave a valuable consideration in money and notes
to Anderson Pontwell also for the property sold by them
to Volenting. Then unless the jury further believe from
the evidence that Anderson Pontwell also did sell the

10

95.

good to Valentine with intent and purpose to hinder and delay or to defraud Anderson Boutwell & Co. creditors and that Valentine participated in such intention and purpose then the jury must find for the defendants

2nd

If the jury believe from the evidence that the price paid by Valentine to Anderson Boutwell & Co. for the property purchased Nov 6, 1854, was inadequate that fact alone is not sufficient evidence of fraud in the purchase

3rd

The loss of title to goods as between parties equally innocent should fall upon him who has voluntarily transferred to another by sale the property thereby enabling such person to commit a fraud upon third person or if the jury believe from the evidence that Anderson Boutwell & Co. did fraudulently obtain the goods in question of the plaintiff as against Anderson Boutwell & Co. or even in the part of the plaintiff as against Anderson Boutwell & Co. on that account yet if the jury believe from the evidence that the defendant did bona fide and for a valuable consideration purchase the goods of Anderson Boutwell & Co. The defendant will be protected in such purchase as the law is for the defendant

96.
6th

If the jury believe from the evidence that Rollin C. Anderson in behalf of the firm of Anderson Boutwell also did not fraudulently purchase the goods of the plaintiff by false & fraudulent representations then the jury should find for the defendant on the determination of the question of fraud. The jury are the sole & proper judges from all the evidence in the case.

7 If the jury believe from the evidence that Volentin at the time of purchasing the goods in question of Anderson Boutwell also did know of their being heavily indebted yet purchased the goods in good faith and for a valuable consideration without the intent of hindering or delaying the creditors of Anderson Boutwell also such knowledge will not necessarily vitiate or render the contract of purchase void or fraudulent as to creditors.

8th

That in order to authorize the jury to find a verdict. That Anderson Boutwell also obtained the goods in question by fraud they must believe from the evidence that the fraud was of such a character as would authorize the jury to convict the said Rollin C. Anderson one of said firm who is alleged to have made the fraudulent

98.

representation upon an indictment for obtaining goods by false pretences

Which said Instructions were given by the Court. To the giving of said Instructions each of them the plaintiff at the time excepted And the jury returned a verdict for the defendants.

Whereupon the Plaintiff moved the Court for a new trial and assigned their reasons That the verdict was against the Evidence That the verdict was against the Law That the Court erred in excluding the testimony offered by plaintiff

That the Court erred in admitting testimony of Deft which was objected to by plaintiff

That the Court erred in refusing to instruct the jury as asked by plaintiff

That the Court erred in giving the Defts instructions & each of them

The Court overruled the motion for a new trial and rendered judgment upon the verdict To which ruling of the Court the plaintiff by their Counsel then & there Excepted

We agree the above bill of Exceptions are correct. provided the Instructions

98.

are correctly copied and consent the same to
be filed as of the 1st of February A.D. 1856

Es Day

Atty for Defendant

C. S. Smith

Atty for Plaintiff

State of Illinois
Hane County

J. Nathan Dearborn Clerk of the

Circuit Court in and for said County & State of Illinois
do hereby certify that the above foregoing is a
full perfect & complete copy of the Pleadings, orders
of Court, writ, Bond for appeal & Bill of Exceptions
in the above entitled cause as appears from the
files & records of said Court in above entitled cause

Witness my hand & seal of said Court at General
in said County this 26th day of May 1856

Nathan Dearborn
Clerk

Boyd & Paul

✓

D. Valentine

Receipts

\$33.50

[12495-49]

101.
Supreme Court of Illinois -

Thomas J. Boyd and
Stephen Paul, Plaintiffs

in Error - vs

Daniel Volentine

Defendant in Error

In Error
Term Term
A. D. 1856

And now at

This day, Come the said Plaintiffs in
Error by Williams & Woodbridge their
attorneys & say that in the record in this
Cause & in the entering of judgment there
is manifest Error in this, to wit, -

First -

The Court Erred in Excluding the
Evidence offered by the Plaintiffs in the
Court below -

Second - The Court Erred in admitting
Evidence offered by the defendant -

Third - The Court Erred in refusing
to give the instructions asked for by the plain-
tiff & in giving one of the instructions as amended
by the Court -

Fourth; the Court Erred in giving the
instructions asked for by the defendant

Fifth; the Court Erred in refusing the Mo-
tion made by the Plaintiff for a new trial

Williams & Woodbridge
Attys for Plff in Error -

Turn over

And now comes the said appellee by
Blackwell Thomas & Roberts his
attorney and says that in
the record ~~of the~~ judgment aforesaid
error hath not intervened to
the prejudice of the said appellant
in manner and form as the said
appellant hath above alleged
he and thus he prays may
be argued of by the record &c
Blackwell Thomas
& Roberts

1844 41
Thomas & Boyd
vs
Daniel Volentine

Filed June 11. 1846.
L. Leland
Clerk.

Supreme Court -
State of Illinois

Thomas S. Boyd &
Stephen Paul
vs
Daniel Valentine

Appeal from
Kane -

It is hereby stipulated
and agreed that the appeal in the above
Cause may be dismissed at the costs
of the appellants, and without damages.

Dec 5, 1836

William Woodbridge
for Appellants -
At Blackwell
per a Whelan

Sept 4th Court

Thomas S. Bayden et al
vs

Daniel Volentine

Disputation

Filed April 28. 1857

L. Leland
Clerk

109 41

Thomas J. Boyd
vs
Daniel Valentin

41

12495

1857