Dept of Rowland Ellis

111 In the Superior Court. In Chancery

Henry L. Forrest & Philip R. Forrest Exrs of Thomas L. Forrest

vs

John C. Ambler Edward J. Tinkham John H. Corl Rowland Ellis & Robert L. Fabian

Interrogatories for Rowland Ellis a witness for the Complainants under a Commission about to be issued in this Cause.

objected to 1st What is your name, age, residence and occupation

objected to 2nd Do you know the parties to this suit & if so which & how long —

objected to 3 Did you know the firm of "Corl. Fabian & Co" lately doing business in the City of Chicago, if so who composed that firm, & how long were they engaged in business —

objected to 4 Do you know any thing of a certain chattel mortgage made by that firm to Henry L. Forrest of Chicago of which the annexed is a true copy — and what if any consideration

there was for the giving of the same.

Objected to

5 What if any thing do you know of the transfer or sale of the property described in that mortgage to John C. Ambler one of the defendants, giving the time, place, & terms of such sale and how & in what manner he was to pay for the same — and all the substantial facts touching the sale of the said property by said firm of Cor. C. Fabian & Co. & its acquisition by said Ambler —

Objected to

6 What, if any arrangement, understanding or agreement was then entered into by said Ambler at the time he acquired said property touching the said mortgage or the payment or assumption by him or any other person or persons of the debt secured by said mortgage to said Henry L. Forrest.

Objected to

7 What if any thing was said by any of the parties as to said Henry L. Forrest or any of the firm Forrest & Bros being present while the negotiations for the sale of this mortgaged property were going on, who proposed it & who opposed it & was he or any of that firm present.

8 What if any other fact matter or thing do you

note mentioned in said Chattel Mortgage given to the said Henry L. Forrest. was it or not made and delivered on the day of its date?

2nd Cross Interrogatory. Was it given upon any indebtedness due by the firm of Col. Fabian & Co. to the said Forrest prior to the making and delivery of said note. if you how much was the indebtedness, in what did it consist, and when was it incurred?

3d Cross Interrogatory. Was said note ever given for money obtained by Fabian and yourself or some of you for your or his individual purpose or purposes.?

4th Cross Interrogatory- If you have stated that some money was obtained from Forrest for which said note was given state what proportion of it, if any, went to the use of the firm of Col. Fabian & Co.?

5th Cross Interrogatory. When was said mortgage executed by you and Fabian and when was it delivered to the said Forrest. was it executed and delivered on the day of its date?

6th Cross Interrogatory- Was said mortgage ever

115 acknowledged by you before any officer if yea, when, and before whom.

7th Cross Interrogatory. Was said mortgage acknowledged by you, before it was delivered to the said Forrest

8th Cross Interrogatory. Did said mortgage continue in the possession of said Forrest from the time of its delivery up to the 5th day of April 1860.

9th Cross Interrogatory. Was not said mortgage in the possession of the said Fabian on the 4th day of April last?

10th Cross Interrogatory. Did not said Fabian in the presence of the said Ambler and yourself on the 3rd or 4th day of April last partially tear off the signatures to said mortgage. and did he not at the same time declare that said mortgage was of no validity, and that it had been given to him for the purpose of cancelling

11 Cross Interrogatory. Did not said Fabian state to Ambler in the presence of yourself and others on the said 4th day of April

116 and before the sale of the Distillery property to the said Ambler that said Mortgage was of no validity?

12th Cross Interrogatory. Did you not make a similar statement to the one indicated in the last question in the presence of the said Ambler and others —

13 Cross Interrogatory. Did not the said John H. Cole in the presence of the said Ambler. Fabian Yonelf and others, declare that he never executed said Mortgage, and never acknowledged it?

14th Cross Interrogatory — Were you or the said John H. Cole not besides other consideration paid the sum of three hundred dollars each by the said Ambler for executing a bill of sale for your interest in the property in question and transferring the same.

15th Cross Interrogatory. In what part of the City of Chicago did you reside on the 5th day of February 1860. Give the street and division of the City?

16 Cross Interrogatory. Where do you now reside?

17th Cop 117 Interrogatory. Have you had any correspondence with the said Henry L. Forest, the said Thomas L. Forest, Phillips R. Forest, and H. T. Sanger, or either of them, touching the facts in this case, and if so when, and what was the precise purport of such correspondence

18th Cop Interrogatory - If you have answered the last interrogatory in the affirmative, state whether or not you have the letters from them or either of them in your possession or control, and if so annex the same to this deposition?

A. H. Arrington
Depts Exr.

The deposition of Rowland Ellis of the County of Hamilton and State of Ohio, a witness of lawful age, produced, sworn and examined on his corporal oath, on the 18th day of March A.D. 1861. at the office of F. K. Martin in the City of Cincinatti in the County of Hamilton and State aforesaid, by and F. K. Martin, a Justice of the Peace in and for the Township of Cincinatti, in the County and

State aforesaid. duly appointed by a Commission
issued out of the Clerks office of the Superior
Court of Chicago of Cook County in the State
of Illinois, bearing Teste in the name of
Matteo Kimball Esq Clerk of the said Court.
with the seal of said Court affixed thereto. and
to me directed on such parties of the Peace
for the Examination of the said Rowland Ellis
a Witness in a certain suit and matter in
Controversy now pending and undetermined
in the said Superior Court of Chicago.
wherein Henry L. Forrest & Philip R. Forrest
Exrs of Thomas L. Forrest are Plaintiffs
and John C. Ambler. Edward Dinkman
John H. Cook. Rowland Ellis and Robert
L. Fabian are Defendants, in behalf of the
said Plaintiffs as well upon the cross interrogatories
of the Defendants, as on the interrogatories of
the Plaintiffs which were attached to the said
Commission, and upon none other.

The said Rowland Ellis being first duly
sworn by me, as a Witness in said cause.
previous to the Commencement of his examination,
to testify the truth, as well on the part of
the Plaintiffs, as the defendants, in relation to the
matters in Controversy between the said Plaintiffs
and Defendants so far as he should be interrogated
testified and deposed as follows.

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119 Answer to 1st Interrogatory.
Rowland Ellis. age. Fifty five, residence Cincinatti, late of Corl. Fabian & Co. at present not engaged in business for myself, but am in the office with my son. Rowland Ellis Jr & Co Bankers.
Answer to 2d Interrogatory.
I have known more or less of the parties to this suit, since about the commencement of the year 1859.
Answer to 3d interrogatory:
I was a member of the late firm of Corl. Fabian & Co. John H. Corl. R. L. Fabian with myself composed the firm. The firm commenced business I think in March 1859. And suspended in April 1860.
Answer to 4th interrogatory:
The firm of Corl. Fabian & Co were justly indebted for moneys borrowed of the firm of Forrest Brothers & Co. which they were unable to meet at maturity: every dollar so borrowed was legitimately used in the business of Corl Fabian & Co. As we could not pay, we wished and intended to secure them the debt. We were indebted to Forrest Brothers & Co. at the time the Mortgage was given in a sum much larger than the Mortgage on this Distillery covered: thus we received full consideration in money borrowed for all the Mortgage calls for.
Answer to 5th interrogatory.

Subsequently to the Mortgage referred to on the Distillery having been given to Forrest Brothers & Co. a second Mortgage was given to Mr Ambler of E. J. Tinkham & Co. not for any definite sum borrowed, but in part to secure general indebtedness to them, which then existed in the shape of time checks and unmatured bills: In both of these cases the details of delivery of the papers business interviews relating thereto, and consummating the transactions, were through Mr. Fabian with my knowledge and assent: we regarded the property as good, or very nearly so. for both mortgages, as there was $3000. only due on the purchase which would make the whole amount $13.000. and the property has rented at $1800. per annum, or 10 per cent on $18.000:

Answer to 6th interrogatory:

On the 4th or 5th day of April 1860. or on the day we made the transfer of stock of goods and book accounts to Mr Ambler for indebtedness to Tinkham & Co.: this matter of the mortgage held by Mr Ambler was fully discussed by and in presence of Mr Ambler, Clarkson Tree (his counsel) and J. N. Parker, the adviser of Corl Fabian & Co. I believe the position of the case stood thus — The Mortgage of Forrest Brothers & Co. was of prior date, but to oblige Corl. Fabian & Co. it was not recorded: that of Mr Ambler

as I understand it, was at once recorded. He knowing at the same time of the existence of the first lien given Forrest Brothers & Co. The discussion then took place, I insisted that no technicalities or informalities of any nature should prejudice Forrest Brothers & Co's position as holding the first lien. It was given in good faith, as that due to Mr Ambler after Forrest Brothers & Co was satisfied. Mr Ambler knew this: Absolutely and positively refused to make the settlement with Mr Ambler then pending, unless this priority of Forrest Brothers & Co to the first lien was fully admitted. Mr Barker then, as Counsel for Mr Ambler, said "Well, we will not contest that point." Mr Barker knows this, he was present and heard it. The question was started whether or not, the fact of the existence of a mortgage of prior date in the hands of another party, being known to Mr Ambler, did not invalidate his claim to the first lien, notwithstanding his mortgage was the first recorded: but I was unwilling to rest the matter on any doubtful ground. I made it a sine qua non, that the settlement then pending should be closed only on the admission of this claim of Forrest Brothers & Co to the first lien on the Distillery. And the settlement was so made without record

distinctly, emphatically and unequivocally!

Answer to 7th interrogatory:

In making the settlement with Mr Ambler referred to in interrogation No 6. It was proposed that one of the firm of Forrest Brothers & Co. should be present, but Mr Ambler and his Counsel strenuously opposed it, on the ground that the proposed settlement would thereby be defeated, and all parties damaged: finally being unable to accomplish my wish. I assented reluctantly to the settlement as decided upon, with the express and explicit understanding that Forrest Brothers & Co. were not to be disturbed in their position as holders of the first lien on the distillery!

Answer to 8th interrogatory:

The answer to interrogatory No 6. is detailed and embraces every thing contemplated by this interrogatory!

Answer to 1st Cross interrogatory:

I have no data of any kind whereby to ascertain dates, delivery of mortgage or any particulars connected with the matter of the transaction was made by Mr Fabian with Forrest Brothers & Co.

Answer to 2d Cross interrogatory

123 The Mortgage was given to secure in part indebtedness of Col. Fabian & Co. to Forrest Brothers & Co. already existing, and incurred during the previous few months in the shape of time acceptances payable in New York and local paper carried or renewed by Forrest Bros. & Co. for our account, to an amount considerably exceeding the sum of this Mortgage!

Answer to 3rd Cross interrogatory.

The said note was given for money had and received from time to time for the carrying on of our distillery. not one dollar to my knowledge was ever otherwise appropriated. we required at least One thousand dollars daily to run the distillery. Mr Fabian may have had an unadjusted or running private account with Forrest Brothers & Co. disconnected entirely from Col. Fabian & Co. for aught I know but the firm had, and received and used in their regular business, from Forrest Brothers & Co an amount of money considerably exceeding this Mortgage Note, before it was given!

Answer to 4th Cross interrogatory

This interrogatory is fully and entirely answered and answered in that immediately preceding.

Answer to 5th Cross interrogatory.

As before stated I cannot give any particulars in reference to the execution of the paper

there was no especial reason for writing this any more than other daily transactions. And further the detail of the communicating and delivery of the papers was attended to by Mr Fabian.

Answer to 6th Cross interrogatory.

I repeat that it is absolutely impossible for me to give direct and positive answers to details of this sort. with nothing to refer to by which to substantiate them. I presume the instrument was sent in proper shape before delivery, and I probably acknowledged it in presence of Eugene Bruning as he usually attended to such business of this kind.

Answer to 7th Cross interrogatory.

I can only repeat what is testified to in the answer immediately preceding.

Answer to 8th Cross interrogatory

In this point I have no knowledge whatever.

Answer to 9th Cross interrogatory.

I do. I know nothing whatever of the fact, how the day the mortgage was executed, upon this instrument. I know nothing whatever in regard to it, or who held it or anything connected with it.

Answer to 10th Cross interrogatory

The answer to this is fully embraced in the answer to interrogatory No 9. I have no recollection of any such circumstance on that of Fabian

125 having the Mortgage at any time, or of hearing any remarks of the character indicated!

No 11th Cross interrogatory propounded.

Answer to 12th Cross interrogatory:

I have no recollection of any such statement having been made by Mr Fabian - unless it refers to the general conversation touching the position of the two parties, in relation to the Mortgages severally held by them, the discussion of which was partaken in by all the parties in interest (as I fully set for in answer to direct interrogatory No 6.) and when the finality was acquiesced in, that "We (Counsel for Ambler) will not contest that point" Mr Fabian for aught I know may have admitted an infirmity in Forrest Brothers & Co's position as having the first lien, but the fact remains, and no amount of perplexing interrogatories, or irrelevant side issues can ignore or reduce its plain and obvious intent and meaning, that they, Forrest Brothers & Co. were solemnly promised and assured of non-interference in their rightful position as holders of the first lien; by the consent of Mr Ambler, and within his hearing, and by and with his assent, as before stated, the whole settlement of Col. Fabian & Co. with Mr Ambler was contingent upon this understanding!

Answer to 13th Cross interrogatory:

I have no distinct recollection of the details of conversation touching the legality of Forrest Brothers & Co's claim to the fifth lien: but have only to reiterate that valid or not the solemn promise of Mr Ambler's Counsel was that "they would not contest the point."

Answer to 14th Crop interrogatory

Mr Cook stated I think that he did not remember having affixed his name to the mortgage: but as Mr Fleming the Justice had an office in the distillery: it was more probable in my judgment, that Mr Cook had hastily signed the paper and forgotten it. than that it should have been given to Forrest Brothers & Co. regarding this important item: but I know nothing about this point whatever.

Answer to 15th Crop interrogatory:

After the terms of the transfer of the property of Fabian & Co had been agreed upon. I suggested to Mr Ambler that it was unusual and indeed never contemplated in any settlements or assignments to dispossess the party of every dollar and turn him a drift with his family without a days support. — that there was debts in trifling sums about town. and that it was equitable and proper that some provision should be made for insured into wants: he referred it to me. as to what would be right

127 and satisfactory. I proposed $300. as being about as small a sum as ought to be tendered and Mr. Corl being satisfied Mr Ambler paid us respectively this sum of money: But the money was not paid for executing the Bill of sale: Nor did I ever dream of such a thing or that any one else ever had such an idea. how the propounder of the interrogatory conceived it can only be understood and appreciated by those in the trade!

Answer to 16th Cross interrogatory.
On Wabash Avenue. No 536. South division!

Answer to 17th Cross interrogatory:
Cincinatti, No 211 Longworth Street!

Answer to 18th and 19th Cross interrogatories:
I have had no correspondence in relation to this case with either of the firm of Forrest Brothers & Co. Burgess. or any other party. Nor have I had any verbal communication with any person or persons in reference to it at any time!

Rowland Ellis.

I. F. K. Martin of the County of Hamilton and State of Ohio a Notary Public duly appointed to take the deposition of the said Rowland Ellis as witness whose name is subscribed to the foregoing deposition, do hereby certify that previous to the commencement of the examination of the said Rowland Ellis as a witness in the suit between the said Henry L. Forest and Phillip R. Forest Exrs of Thomas L. Forest Plaintiffs and the said John C. Ambler, Edward L. Fairbank John H. Col. Rowland Ellis and Robert L. Fabian Defendants. he was duly sworn by me as such Commissioner, to testify the truth in relation to the matters in controversy between the said Henry L. Forest et al Plaintiffs and the said John C. Ambler et al defendants so far as he should be interrogated concerning the same. that the said deposition was taken at my office in the City of Cincinatti in the County of Hamilton and State of Ohio, on the 18th day of March A. D. 1861. And that after said deposition was taken by me, as aforesaid. the interrogatories and answers thereto, as written down, were read over to the said witness and that thereupon the same was signed and sworn to by the said deponent Rowland Ellis before me. the oath being administered by F. K. Martin a Notary Public at the place and on the day and year last aforesaid.

F. K. Martin Commissioner.

And afterwards to wit on the third day of April in the year aforesaid. said day being one of the days of the April Term of said Court. the following among other proceedings was had in said Court. and entered of Record to wit

Thomas L Forrest. and
Philip B Forrest. executors
of Henry L Forrest deceased
vs.
Edward J Tinkham. John
C Ambler. John H Cook.
Rowland Ellis. Robert L Fabian
Lowell Fletcher and
Tarlton Jones.

} Bill

This day come the said defendants Edward J. Tinkham. John C Ambler. Lowell Fletcher and Tarleton Jones. by their solicitors. and on their motion. it is ordered that. said defendants have time from this day until the fifteenth day of this month. within which to file their answers. to the Supplimental Bill filed in this cause

And afterwards to wit on the twelfth day of April in the year aforesaid said day title

being of the April term of said Court. the following among other proceedings was had and entered of record in said Court to wit.

Thomas L Forest and
Philip R Forest. Executors
of Henry L Forest.

vs

Edward J Finkham John
C Ambler. John H Cook.
Rowland Ellis. Robert L
Fabian. Lowell Fletcher and
Tarleton Jones.

Bill

This day again come the said defendants Edward J. Finkham John C Ambler Lowell Fletcher. and Tarleton Jones. by their Solicitors Arrington & Dent. and on their motion it is ordered that the time allowed said defendants within which to file their answers to the Supplemental Bill in this cause be further extended until the first day of the next term of this Court.

And afterwards to wit on the seventh day of May in the year aforesaid. the said defendants Tinkham and Ambler filed in the office of said clerk their exceptions to the deposition of Rowland Ellis, in words and figures as follows

State of Illinois
County of Cook } ss.

Superior Court of Chicago
May term A.D. 1861
In Chancery.

Henry L Forest.
vs.
Edward I Tinkham
John C Ambler
John H Cook
Robert L Fabian and
Rowland Ellis

Motion to suppress depositions.

And now come the said defendants Tinkham & Ambler. by Attorney, and except to the Deposition of Rowland Ellis heretofore taken and filed in this cause, and move the Court. here to suppress the same, for the following reason, namely that the said Rowland Ellis is incompetent to testify in this cause by reason of his interest therein, as apparent on the face of the said deposition.

A W Arrington
Solicitor for said defendants
Tinkham & Ambler

And afterwards to wit on the thirteenth day of May in the year aforesaid. the Complainant filed in said cause. their Replication in words and figures as follows. to wit

In the Superior Court.

In Chancery.

Henry L Forrest. et al
vs.
John C Ambler et al
} Bill Original & Supplimental

The Replication of the said Complainants to the answers of the Defendants to the said bills in this cause

These repliants saving all just exception say said bills are true certain and sufficient. & said answers untrue uncertain and insufficient which they will maintain &c & they pray as in said bills is already prayed

W. J. Burgess. for Compt.

And afterwards to wit on the same day and year last aforesaid there was filed in the office of the Clerk of said Court. two certain Stipulations. which are in words and figures as follows.

133 The Superior Court of Chicago

Forrest, and Forrest.

Executors of Henry L Forrest deceased

vs.

John H Carl. Robert L Fabian
Rowland Ellis. Edward I
Tinkham. and John C Ambler

In Chancery.

The following facts are admitted in the above entitled cause. by the Complainant without proof

1st That on the 10th day of January AD 1860. and the 8th day of February AD 1860. the Augustus Bruning mentioned and referred to in the Complainants bill of Complaint filed in this cause was a justice of the Peace of the Town of North Chicago only.

2nd That on the 10th day of January AD 1860. and the 8th day of February AD 1860. the above named John H Carl, Robert L Fabian, and Rowland Ellis, were not, nor was either of them resident of the town of North Chicago. and that Carl resided in Peoria

W T. Burgess
for Compt.

Chicago. Dec 27. 1860

Superior Court of Chicago
In Chancery

Thomas L Forrest &
Philip R Forrest
Executors of Henry L Forrest dec.
vs.
Edward I Tinkham. John C
Ambler. John H Cook etal

Compts
Defts.

Original Bill

It is agreed that the Supplimental Bill filed in this cause by the said Complainants against the said defendants Tinkham & Ambler together with Tarleton Jones and Lowell Fletcher shall stand and remain as it now is in said Court, and the said defendants not be required to put in any plea answer or demurer to it it being understood that no change will be made in the present condition of the Chattel Mortgage mentioned in said Supplimental Bill. and no sale be made or attempted to be made under it by said defendants or any of them until the original Bill and the answers thereto and proofs be heard and determined and that said Supplimental Bill shall abide the decision and decree made upon said original Bill with the answers and proofs thereto &c

W T. Burgess. for Compt.

A W Arrington for Fletcher & Jones and for Tinkham & Ambler

135 And afterwards to wit on the same day and year aforesaid. the Defendants filed in said cause certain depositions. in words and figures as follows.

137

Circuit Court Cook Co.
In Chancery

State of Illinois
Cook County

Henry L Forrest
vs.
Edward I Tinkham
John C Ambler
John H Corl
Robert L Fabian
Roland Ellis

Defts. Deps.

The Depositions of Lambert Tree and J. P. Clarkson taken pursuant to agreement of the Solicitors of the respective parties before L C Paine Freer Master in Chancery of Cook County, at his office in the City of Chicago. The said Witnesses being first duly sworn according to law, and the same to be used on the trial of the above entitled cause, on the part and behalf of the said Defendant, subject only to legal exceptions

Lambert Tree

First What is your name age occupation and residence, and do you know the parties to this suit, or either and which of them.

Ans. My name is Lambert Tree, I am 28 years of

age, am an attorney and Counsellor at Law, and reside in Chicago. I Know all the parties to this suit

Second Were you present at an interview between Ambler. Cord. Fabian and Ellis and others on the 4th April 1860. if yea, when did it take place, who was present, and what was said and done on that occasion, state fully and particularly all you Know on the subject inquired of—

Answer I was present at the interview between John C Ambler Fabian Cord & Ellis on the 4th of April last. at the office of Clarkson & Tree in this City, Mr Clarkson my partner was also present, the interview was in regard to the settlement of an indebtedness due by the firm of E S Tinkham & Co. of this City to the firm of Cord Fabian & Co. Bankers of this City, said latter firm Com=posed of E S Tinkham and John C Ambler. The indebtedness, it was conceded by all the parties exceeded the sum of $15.000. Mr Ambler was urging upon Cord Fabian Ellis the payment or settlement of the debt. and it was finally agreed between them, that Cord Fabian Ellis would transfer and sell absolutely to John C Ambler certain personal property then held and belonging to the firm of Cord Fabian & Co. upon these Con=siderations. That Ambler should cancel the indebtedness due to Tinkham & Co. to the extent

139 of $15000, that he should pay Corl & Ellis $300 each cash, that he should make good a certain bill of lading calling for certain goods, and given by S Nottingham to the extent of 150 Barrels of $2400 worth of Alcohol. That he should pay one months rent due for the Store 107 South Water Street then occupied by the firm of Corl Fabian & Co. That he should pay sundry debts due to Coopers & Laborers, not to exceed I think the sum of $225. That he should deliver up a certain Warehouse receipt given by the firm of Corl Fabian & Co. to E & Turkham & Co. A portion of the property called for by the said Warehouse receipt having been as it was admitted by them disposed of. That he should also give them a certain thousand of empty barrels then belonging to Turkham & Co. These terms being agreed upon, it was further arranged at the request of Corl Fabian & Ellis that Corl & Ellis should execute bill of sale, transferring all their right to all the property then belonging to Corl Fabian & Co. to Robert L Fabian and that he should execute a Bill of sale of all the property derived from Corl & Ellis, and also his own interest therein to John C Ambler, that is to say all the personal property at that time belonging to Corl Fabian & Co. This agreement included the property mentioned in the Complainants Bill, upon which he alledges he held a Mortgage.

The agreement were immediately carried out by the execution Bills of sale, and the delivery of all the

property on the same day, on the 4th of April last

3 For whom, or to whose use was this Bill of sale made to Ambler.

Ans. It was in payment in part of the indebtedness due to Turnham & Co, and I presume it was for the joint use and benefit of that firm

4 Did you see the bills of sale of which you speak the one from Coal & Ellis to Fabian and the Bill of sale from Fabian to Ambler, executed and delivered

Ans. I Did

5 Look at the two paper writings, now shown you marked by the Master in Chancery Defendants Exhibits 1 & 2 and State what they are.

Ans. I have looked at them, they are the bills of sale executed in my presence by the parties whose names are signed to them respectively, and the ones referred to by me in my answer to the 2nd interrogatory. I also desire to say here which I omitted in my answer to the 2d interrogatory. That in addition to the persons therein named as being present at the interview Mr Joseph N Barker was also present at the latter part of it.

1416 Did you see on that occasion a Mortgage purporting to have been executed by Cord Fabian & Ellis to Forest the Compt in this suit and what was then and there said in regard thereto. if so

Ans. I did see a Chattel Mortgage in the hands of Robt L Fabian one of the defendants I think. which purported to have been executed by Cord Fabian & Ellis to Henry L Forest to secure him a note of $5000. as well as I can recollect. Cord Fabian & Ellis & Stubbs were standing together when I saw it. I heard Robt L Fabian state to Stubbs that the Mortgage was of no validity whatever which statement he repeated several different ways, always to that effect. The Defendant Cord, who from his manner seemed somewhat surprised that such a document existed, at all, stated about the same time, in the same conversation that he never acknowledged the Mortgage in his life, that all he knew about it, was that sometime during the previous Winter he had executed at the request of the defendant Fabian a blank chattel Mortgage who told him that the firm might want to use some money in their business, and have to give a chattel Mortgage, also to retain him as security upon some of their property. Mr. Stubbs then turned to Mr. Clarkson & myself who were acting as his Counsel in the transaction and asked us, whether we thought that documents, referring to the Chattel Mortgage could

in any way effect his rights. We stated to him Col Fabian & Ellis being present that we thought from the fact of the Mortgage being out of the possession of Forest together with the statement of Col & Fabian in regard to it, and the further fact that it purported to be acknowledged by a Justice of the Peace for the North Division of Chicago. while Col. Fabian & Ellis at the time of its acknowledgment as we were informed resided in the South Division of Chicago. And also that the Mortgage had never been recorded, which we then and there ascertained by an examination of the instrument. that it was fraudulent and invalid, as against him at all events. Mr Scudder then stated that he supposed he would not be troubled with it but if we thought it necessary we had better insert a clause in the bill of sale to the effect that he did not recognize the chattel Mortgage as of any binding force or effect as against his rights, and I actually sat down to my desk, and drew up such a clause, for the purpose of incorporating it in the Bill of Sale, but the matter was not referred to again to my knowledge and the bills of sale were executed without the clause. none of the parties executing the Bill of sale making the most distant allusion to it (the Mortgage) at the time of the execution of the Bills of Sale

1437 At that interview between the parties named, was there any agreement proposed as to that Chattel Mortgage, or the payment thereof.

Ans. None to my Knowledge

8 Has the defendant Cook at any time reduced to writing the substance of his statements at that interview, about the Chattel Mortgage, if yea, look at the paper writing marked defendants Exhibits No. 3, and state what the same is.

Ans. He has rendered the substance of his conversation at that interview on the subject of the Mortgage and handed it to me. and the paper so marked is the one

9 On the 8th of February 1860. where did the Justice of the Peace Augustus Bruning reside, and where did the defendants Cook. Fabian & Ellis reside respectfully

Ans. W. Bruning was a Justice of the Peace, of the North Division of this City. I dont Know where he lived. I have no Knowledge where said defendants lived except from information and belief

Cross Ex.

Examination adjourned to Wednesday Oct 24th

144 1860. 2 P. M

1. X How came the document marked Exhibit No. 3. in your possession.

Ans. He gave it to me at my request.

2, X How happened you to request him to give it to you.

Ans. For the purpose of perpetuating the evidence of the fact detailed in the Statement

3 X Did you get before or after you filed the answers of Tinkham and Ambler in this case

Ans Long before, before any answers were filed in this case almost immediately after the Bill was filed

4 X Did you know at the time the Complainant designed or intended to examine Mr. Carl as a Witness

Ans I did Not

5th X Had you any reason to think or believe they would

Ans. On the contrary I supposed from the fact of his joining him as a Co-defendant, that he (Compt) wished to prevent Carl from being a witness at all

6 x Dont you not know as a Lawyer that the testimony
745 of J. H. Corl though made a party, can be taken by either party on application to the Court subject to exception as to his competency as a Witness, and did you not know that fact. and did you not so know at the time you received this paper

Ans. I know that it might by a special order of the Court, I also know that in the course of my practice that there are other Lawyers who are not aware of the existance of that rule of practice, and hence that they frequently join persons as co-defendants in Chancery proceedings whose evidence they desire to exclude

Sworn to and subscribed before me this 24th day of October AD 1860

Lambert Tree

L C P Freer

Master in Chancery Cook Co.

Examination adjourned to Oct. 30th at 2 p M

Examination again adjourned to Novr. 15. 1860

J. P. Clarkson.

1 What is your name age occupation and residence and do you know the parties to this suit

Ans. My name is J. P. Clarkson, I am 32 years of age

am an Attorney and Counsellor a member of the law firm of Blatchford & Tree, and reside in Chicago I know all the parties to this suit

2 Look at the paper writing now shown you marked Exhibit 1 & 2 and state whether you have ever seen them before and if so, when and where you saw them

Ans I have looked at said Exhibits. I drafted them myself at our office in Chicago on the 4th April 1860 - and I am a subscribing witness to them.

3 Please state if you know, when where by whom and for what purpose or consideration said papers marked Exhibit 1 & 2 were executed.

Ans. They were executed on the 4th April A.D. 1860 at the office of Blatchford & Tree in Chicago in my presence Exhibit 1. by two of the defendants John H Cook and Rowland Ellis, and Exhibit 2. by Robert L Fabian one of the defendants, they were executed with the intention and for the purpose of conveying to John B Ambler one of the defendants, the property goods Chattles and interest stated in the Exhibit themselves and therein enumerated, The consideration was the cancelling by Edward S Tinkham & Co. Compound of two defendants Edward S Tinkham and John B

147 Stubbs of fifteen thousand dollars parcel of
an indebtedness then existing from the defendants
Cook Fabian & Ellis. to the defendants Tinkham &
Stubbs. Also the payment by Stubbs to the said
Cook & Ellis each of the sum of three hundred dollars
in money. Also the giving up by E. & Tinkham & Co.
to Cook Fabian & Ellis, of a Warehouse receipt on which
they had from them for a hundred barrels of Alcohol
Seven hundred (I think) barrels of high wines
and fifteen hundred empty barrels a portion of
which property covered by the receipt. Cook Fabian
& Co. did not have in their possession at the time -
also the making good by Tinkham & Co. or by Stubbs
for that pink. of a Bill of lading from W. Nottingham
agent I think of the Michigan Central Rail Road
to Cook Fabian & Co. covering 150 Barrels of Alcohol
or $2400. worth of Alcohol, which bill Mr. Nottingham
as a personal favor to Mr. Fabian and at his
request, had given to him without having received
the goods from him. I might probably better
call this last paper a Rail Road receipt for those
goods, Also the assumption by Mr. Stubbs or by
E & Tinkham & Co. of some small debts due by
Cook Fabian & Co. to Coopers and other laborers, not
to exceed $225. Also the payment by them (Stubbs
or E & Tinkham & Co.) of a months rent due by
Cook Fabian & Co. for the Store they had occupied
at N° 107 South Water Street. Also Stubbs or Tinkham

148 &C. were to give up to Corl Fabian &C. 1000 empty barrels, which were covered by that Warehouse receipt which they held - That is the consideration so far as I now can recollect it

4 Who if you know was present at the execution of said Exhibits or bills of sale and what occurred or took place at the time - State fully and particularly all that occurred

Ans. There were present, the defendants John C Ambler John H Cord, Rowland Ellis, Robert L Fabian Mr. Tree & myself. Mr. Joseph N Barker had been in our office for some time prior to the execution of the papers on that day and may have been when they were executed but I am not at all positive of that. The parties had been together in our Office on that day for a considerable time before the bills of sale were executed. And a good deal of conversation occurred between them and ourselves relative to the peculiar character of the indebtedness of Corl Fabian &C. to Tinkham &C. and the desire of Corl Fabian &C. then expressed that Tinkham &C. should not sustain any loss by them, and relative also to the details of the sale by them to Ambler and the consideration to be given for the property. And also as to the probable value of the property sold and the extent, to which Tinkham

149 & Co. would be protected in their claims making this purchase The consideration upon these different subjects occupied the time in our office prior to the execution of the papers. I cannot now remember the precise language. Finally the details of the trade, and the consideration of the sale as I have before stated were arranged, and the papers were executed

5 State whether you were present at any previous interview or interviews between the defendants Ambler Earl, Fabian & Ellis or any of them with reference to E I Tinkham & Co. of the property mentioned in said bills of sale. If yea State when and where such interview or interviews occurred, who was present and State all that was said as fully as you can remember

Ans. I was present at an interview on the third day of April 1860 at the store of Earl Fabian & Co. at No 107 South Water Street at Chicago, Mr. Ambler, Earl, Fabian Ellis & myself were present. I went there with Mr Ambler. We went up stairs where Earl Fabian & Ellis and Mr Ambler urged them to secure his firm, or to do something to pay the large indebtedness which existed from Earl Fabian & Co. to them he represented to them that the indebtedness was very large in the neighborhood of $16,000 that it had been all incurred within two or three weeks previous

to that time, that it had been advanced to Mr. Fabian for the firm by them, on the faith of state-ments made to them by Fabian orally and in writing as to the condition and affairs of the firm some of which had turned out to be incorrect, and that he regarded it, and they ought to regard it as an indebtedness of a peculiarly honorary character, which they ought to protect and pay. Mr. Fabian & the rest of the firm admitted this and said that they were desirous that Tinkham & Co. should not lose any thing by them if possible. There was a good deal of conversation between us all as to the mode in which their debt should be paid, and finally Mr. Sumner agreed that he would buy out the concern from them and would give them $15000. for it. They or Mr. Fabian rather suggested that there was a bill of lading or Rail Road receipt given by Mr. Nottingham to the firm for 150 barrels of Alcohol, which was a personal matter of his, and which he felt bound in honor to see made good, and that they had no means to do it with. They also suggested the debts that they owed to Coopers and others, and also a months rent for the store, and the warehouse receipt which Tinkham & Co. held against them, was also mentioned by them at that time. This Warehouse receipt is the same mentioned by me in a former answer, they insisted that Mr. Sumner should

apsume their debts also, and give up that warehouse
receipt, they also stated that Tinkham & Co. should
give up to them 1000 empty barrels that were covered
by that receipt which they could use in paying up
some small outstanding pressing debts. We figured
up there the probable value of the stock they had,
and their Book accounts, and their distillery property,
by the distillery property I mean the property referred
to in the Bill of Complaint in this case, and in
the paper Exhibit in the cause. Mr. Stubbs and
myself thought and so stated after figuring, that
if we assumed the debts which they insisted we
should apsume, We & J Tinkham & Co. would
lose in the neighbourhood of $3000— or would fail
to pay themselves to that extent by the purchase,
We were there a long time, and finally Mr. Stubbs
concluded that he would buy out their stock,
Book accounts, Distillery goodwill & the whole
establishment, would cancel $15000 of the indebted-
=ness, and would apsume the payment of the Debts
suggested— Then Mr Ellis stated that he would
have to have some money, he said about $300—
and after a great deal of hesitation Mr. Stubbs
agreed to give that also, and we closed the interview
with about that understanding and agreed to meet
the next day early in the morning at the office of
Clarkson & Tice and close up the matter. They
they were to execute to Mr. Stubbs a Bill of sale of

of the entire property, or rather a Bill of sale was to be executed by Carl & Ellis to Fabian of their interest in the concern, and Fabian was to execute a bill of Sale for the same to Ambler— this was to cover their entire interest in the property, Buildings, goods Chattels Book account and Everything. It was to be and was an absolute Sale to Ambler of the property, for the consideration I have stated before. That I believe was all that occured at that time,

6 State whether you had seen a paper purporting to be a Chattel Mortgage executed by Carl Fabian & Co to Henry L Forlest. a copy made an exhibit attached to the Bill of Complaint— If you have seen it state when you first saw it, under what circumstances, and what occurred at the time,

Ans. I have seen the paper above referred to— I first saw it at the Store of Carl Fabian & Co 107 South Water Street on the 3rd April A.D 1860. Mr. Fabian had it in his possession— In the course of our figuring up the value of the property, we learned that we would have to assume and pay a Chattel Mortgage on the Distillery securing the purchase money, on which there was due as Carl Fabian & Co. said $5000— Mr. Fabian produced from his pocket at that time the paper I have been interrogated about—

153 and Mr. Ambler and myself saw it at that time-
Mr. Fabian stated that that paper amounted to
nothing or was of no validity or words to that effect,
and said that it had been given to him by Mr. Forest
to be cancelled, and he was proceeding to tear off
the names (Carl Fabian & Ellis) on the lower
corner of it and he did in fact as I now believe, tear it
tear off some portion of it at the corner, he certainly
took hold of it at the part where the names were
written and commenced the act of tearing it, when
Mr Ellis interposed and said that he had better
not tear it, that it might be wanted, & distinctly
understood at that time from Fabian Carl & Ellis
that that paper had no validity as a lien on the
property described in it, and our agreement to
buy them out and give them what was agreed upon
was predicated upon that understanding, That
paper was not and had not been recorded, I don't
think of anything else that occurred at that time
in reference to the Mortgage at that time- Mr.
Ambler and myself both saw the Mortgage, and
Knew what was in it.

7 State whether you afterwards saw said Chattel Mort-
=gage, and if so when and where you saw it, who
was present at the time, and what if anything was
said about it

I saw it next, on the next morning (April 4. 1860) at the office of Clarkson & Tice. The same parties were again present. and Mr. Tice was also present Mr. Barker came in some time afterwards, and was present during part of the interview. We came together at that time to close the sale as had been agreed upon the day before. And there was no difference in the consideration for the purchase, except that Mr. Earl wanted $300. also We sat down and figured up again and finally we advised Mr. Ambler to make the purchase and give Earl the $300. This paper was at that time again talked of. Mr. Earl stated that morning in presence of myself, Messrs Tice Fabian & Ellis that he had never acknowledged that Mortgage, and that he had never Executed it.

That some time during the minutes before when he was about to leave the City Mr. Fabian had come to him with a blank Chattel Mortgage and had told him to sign it, saying that they might want to raise five or six hundred dollars while he was away, and might find it necessary to give a chattel Mortgage to secure it and that he did sign that blank and that that was the only one he had signed as one of the firm

That he did not know until a day or two or some short time before what was in the paper he had signed Mr. Fabian stated again at that time that that Mortgage did not amount to anything, and that it was given

to him by Henry & Forrest. I think that was all that occurred at that time, while all the parties were present. Mr. Barker was not yet present, all the details of the purchase and sale were made and arranged before Mr. Barker came in. I think that was all, in reference to the chattel Mortgage before Barker came in. After Mr. Barker came in, which he did accompanied by Mr Ellis, who had left our office about fifteen or twenty minute before, to go for him, I stated to Mr. Barker what had been agreed upon, and told him in detail what the consideration for the sale and purchase was to be, I mentioned to him all the particulars of the consideration, as I have before stated them to be, And I also stated to him that there was a chattel Mortgage on the distillery securing the purchase money on which there was due about $5000. which we expected to take care and pay I did not mention to him the Mortgage to Forrest in detailing the consideration of the sale and purchase afterwards Mr. Barker or Mr Ellis, and I think Mr. Barker spoke of the Mortgage from Cook Fabian & Co. to Henry & Forrest. And Mr. Barker asked to see it. I replied that we knew of that paper, that there was such a paper. that it would take care of itself and that if it was valid as against Fordham & Co. they would have to pay it, this was about all that was said, after Mr. Barker came in as I now recollect with reference to the Chattel Mortgage to Forrest

Mr. Stubbs I think stated at that time, that he knew of the existence of this paper, the

Mortgage to Forrest. Mr. Barker was not in our office very long, and as I ~~said~~ before all the details of the transaction were arranged before he came in —

In looking over my answer to this interrogatory and on reflection I am not able to state positively whether or not Mr Ellis was in our office when Mr Cook stated what I have detailed he stated in reference to his execution and acknowledgment of the chattel Mortgage to Forrest, but I think he was present, Mr Ellis had left the office to go for his counsel, and was absent some time but I think the statements were made by Cook before he left.

8 In What capacity, or in whose behalf, did you appear at the several interviews you have mentioned, and for what purpose

Ans. I appeared throughout as the Attorney of Messrs. Ed Finkham & Co. Mr. Stubbs one of the firm came to me on the morning of the 3rd April 1860 and at his request, I went with him to the store 107 South Water Street to meet Cook Fabian & Co. for the purpose in the best manner possible to obtain security of or payment of the indebtedness of Ed Finkham & Co.

9 State whether in negotiating for said Bills of sale or in any of said interviews, there was any assumption or agreement to pay the Chattel Mortgage

157 to Forrest, either by E I Tinkham & Co. or said Ambler
(Int objected to as leading)

Ans. There was not in any shape whatever

10 State whether the same or the assumption thereof, did or did not constitute any part of the consideration of said Bills of sale

Ans. It did not

11th What estimate or value if any was put upon the property and things, mentioned in said Bills of sale, in negotiating for the sale, in the aforesaid interviews

Ans. Fabian on the part of the firm of Carl Fabian & Co. estimated that the property, chattels, accounts and business of the firm, and all that was mentioned in the Bills of sale as conveyed were worth about what was given for them by Ambler that is the $15000. of their indebtedness to Tinkham & Co and the assumption of the other several amounts, the delivery of the warehouse receipt and the thousand empty barrels; and the making good of the Nottingham receipt, as I have before stated whilst Mr. Ambler and myself allowing ordinary and reasonable deduction on their estimated value of the Book accounts and other property, determined and estimated that Tinkham & Co. must

158 lose from three to four thousand dollars by the purchase

12 State whether the chattel Mortgage to Forrest was included or not in said estimates

Ans. It was not I mean that in making those estimates the the property and other goods sold were valued exclusive of, and without regard to any lien upon them by virtue of that paper, and the payment of the debt recited in the Forrest Mortgage was not included in the estimate.

13 Have you read the deposition of Joseph N Barker, taken in this cause

Ans. I have within the past 48 hours and also once before at this office I believe

14 What is your recollection in relation to the several matters therein testified to particularly with regard to the conversations or statements of yourself and the defendant Ambler in respect to the Chattel Mortgage to Forrest

Ans. My recollection is that Mr Barker is mistaken in his statements or some of them. He states that this occurred on the 3rd April 1860, It occurred on the 4th April 1860 He also states that when he came into the room into our office. I told

him that Col Fabian & Co owed Finkham & Co $15000 – and that Stubbs was buying the property of them for that debt

In this Mr. Barker is certainly mistaken – I detailed to him the entire consideration of the purchase and sale as I have before detailed here. Mr Barker is also mistaken in stating that I said that there was a Mortgage to Mr. Forrest, on which was due $5000. and that we or Finkham & Co expected to take care of that and pay it. and also in stating that I said that Mortgage was all right. I am well satisfied that Mr Barker in his statements unintentionally confounds my statements in reference to the two different Mortgages, made at that time I did say to him that we expected to take care of and pay the amount of $5000 due upon a Chattel Mortgage upon the distillery being the balance of the purchase money, to the parties from whom Col Fabian & Co had bought it. and that that Mortgage was all right. Mr. Stubbs and myself had for two days, or during previous days and that day consulted about that paper, the Forrest Mortgage and our firm had advised Mr. Stubbs repeatedly upon the facts connected with that paper, and its execution and acknowledgment, and also with what had been said and done in respect of it by Fabian & Col and the further fact that it was not recorded and that we had been informed and believed that the Justice who took the acknowledgement lived in the North Division of the City whilst Col Fabian & Co

all of them at the date of the alleged acknowledgment resided in the South Division of the City, that that paper or chattel Mortgage was absolutely invalid as a lien upon the property described in it as against Tinkham & Co. And Mr. Ambler had previous to the time of which Mr. Parker speaks directed us if necessary to insert clauses specially excluding that Mortgage, which however I had not thought necessary to do, These facts with my positive instructions from Mr. Ambler on the subject and Mr. Parkers limited acquaintance and almost ignorance of what had transpired in reference to the transaction when he came into the Office, accounts readily to me for his confounding my statements in regard to the Mortgages - Mr. Parker is correct in saying, that Mr. Ambler said he would lose money by the ~~transaction~~ or words to that effect, and he is also correct in saying that I figured whilst he was there upon the value of the property and that the Mortgage to Forest was spoken of and included in a portion of that figuring. That occurred in this way I figured up them again our estimated value of the property conveyed, and all that Ambler was to cancel pay and assume for it, exclusive of and without any reference to the Forest and I again came to the conclusion and so stated, that Tinkham & Co. would lose from three to four thousand dollars Then Mr. Parker or some one else I dont recollect now who spoke of the debts to

161 Forrest and asked if that was included. I said no, and then I did put it down, and said in substance, that if that was included, as a debt which Tinkham & Co. had to pay their loss would be $5000. more

In this connection I desire to state, that I met Mr. Barker in the Street a day or two ago, and told him that I should have to differ with him in my testimony in this case. I told him that he had sworn that I had said that we would have to take care and pay that Forrest Mortgage and that it was all right - I told him I knew he had confounded the Statements in reference to the two Mortgages.

He replied that he still recollected that I stated, it was all right, but that he did not swear that I had said that we would take care of it and pay it, that is he did not intend so to swear, and that his words must have been taken down wrong.

Excluded on Motion of Complainants Solicitor

Complainant's Solicitor objected to the Witness relation the conversation with Barker a day or two ago. the witness however insisted upon relating it, to which Complainant by his Solicitor objects

15 State whether you had any authority from Ambler or E J Tinkham & Co. to assume or to represent them as assuming the payment of the chattel Mortgage to Forrest

(Int objected to by Compts Solr.)

Ans I had not, on the contrary my instructions were just the opposite

16 What if any thing do you in relation to the consideration for said Bills of sale having been paid and satisfied

Ans. I Know that the $15000. parcel of E J Tinkham & Co's indebtedness was cancelled, that the warehouse receipt by me before referred to was given up, and the thousand empty barrels, that Cord & Ellis were each paid their $300. and that Nottingham's bill of lading was made good, I have no personal knowledge of the other debts being paid, though Mr Amber has paid besides some money to a Mechanic who had, or claimed a lien upon the Distillery building, some $60. I also Know that a suit is now pending in the Superior Court against Tinkham & Co. Cord Fabian & Co & Mr Forest to enforce a Mechanics lien on the Distillery. The plaintiff is one Mc Caffrey and amount claimed is one $200. As to the payments I have spoken of above I only Know of my own knowledge of the cancelling of the $15000. the delivery of the warehouse receipt and the payment of $300 to Ellis & Cord each. The rest I know from the statements of Cord & Fabian

163. Examination continued to November 20th at 3. O'C P M

1 X Look at that paper now shown to you purporting to be a chattel Mortgage executed by John H Cook. Rowland Ellis & Robert L Fabian to Henry L Fossett dated the 10th Jannry 1860. Recorded the 3rd day of April 1860 Marked Exhibit (A) and State whether or not it was produced and shown to you and Ambler, on the occasion alluded to by you, on your direct Examination, on the 3rd & 4th days of April A D 1860

Ans. I have looked at said paper. It is the same paper with the exception, that since then there has been a piece of paper pasted on the back at the lower right hand corner That paper was produced & shown to Ambler & myself on the 3rd & 4th days of April 1860 on the occasion alluded to. It was in the possession of Robert L Fabian and produced and shown to us by him.

2 X What was the apparent occasion of pasting a piece of paper on the back of the chattel Mortgage at the lower right hand corner

Ans. I cannot tell, but I should think from the looks of it that it was done to preserve the document, for it appears to have been torn through from the

164 the right hand edge towards the left as far as the first crease in the paper, and from that point downwards to the bottom of the document, the crease itself the papers seems to have been torn or worn out. An entire piece of the Mortgage, including portion of the names of the parties would be gone if that piece were not pasted on.

3 x Do that the place where it was torn by said Fabian as you have stated before.

Ans. That is my recollection. It is my recollection that it was just where that tear is, or about there

4 x Was the warehouse receipt, produced by Mr. Ambler or yourself during the course of these negotiations the one that Pickhardt & Co. had.

Ans. I think it was Sir, or was mentioned. I know it was mentioned. spoken of

5 x Was it not said in the course of the conversation you have testified about, That Fabian and Ellis, or one of them, had been guilty of a State Prison offence in issuing that receipt.

Ans. Mr. Ambler said to them one or both of them, when they admitted that they had not the articles

165 for which they had given the receipt. that the giving of a warehouse receipt under such circumstances by them might be a very serious matter to them, if he were disposed to prosecute them in that way. and I think he did say to Fabian at one time that he understood it was a States Prison offence. I know that Mr. Tee or I showed the Statute to Mr Barker I think it was. on the morning of the 4th in our office and that it was seen there and its contents known there by Carl Fabian & Ellis. all of them.

6x Was not this paper surrendered to said Fabian, on that occasion

Ans. I do not remember that it was surrendered to Fabian on that occasion. it was surrendered. I know to him as the [illegible] as part of the consideration of the purchase I have before spoken of.

7x Was not the inducement held out to Fabian & Ellis that if this arrangement was effected between Carl Fabian & Co. & Tinkham and Stubbs, there would be no prosecution commenced upon that instrument

(Not objected to by Defts Solr)

Ans. No Sir for Mr. Stubbs at no time during the

negotiations ever threatened either of them with a prosecution of that I am very positive - He did tell him, that the giving of it by them was a very serious matter if he were disposed to prosecute it. by that I mean criminally, but that he had no desire whatever to do so. but that all he wanted was to get their money or pay for their advances. He did agree to surrender it up to them as part of the consideration for the purchase

8th x Was it not understood by the parties at the time, that if that paper were surrendered, there could then be no criminal prosecution upon it

Ans. Yes Sir, if it were surrendered and cancelled

9th x Was it not admitted by all parties during this conversation that the debt due from Earl Fabian & Co. to Henry L Forest mentioned in said chattel Mortgage was a bona fide debt.

Ans. I do not recollect Sir, that the nature and amount of the indebtedness of the firm to Forest was stated. I know that it was understood that the firm owed Henry L Forest some money but we did not understand that they owed him the five thousand dollars described in the

167 Mortgage precisely, and if I recollect rightly Mr Coit said he did not know whether they owed Forrest that much or not.

10x Did not Ellis say distinctly that this was a bona fide debt to Henry L Forrest. and ought to be paid in the presence of Joseph H Barker just before, or a short time before, the Bills of sale were executed, in your office.

Ans I do not recollect that he used the words "this is a bona fide debt Mr Ellis did say during that Conversation if I recollect rightly, that the firm owed Henry L Forrest money, that it was an honest debt & ought to be paid

11x Did he not thereby allude to the debt secured by this Mortgage

Ans I do not know that he did but I think it likely he did. because the existence of this Mortgage was known to us at that time. but we had understood from them that Morning and the day before, that this Mortgage was of no worth, no validity.

12x Why did they say it was of no validity

16 Ans. I cannot recollect now. But I think that on the 3d April at the time Fabian first produced that document, he said that Forrest had given it up to him, and that he was going to get some money from him and give him some other security, something of that kind, or that he was going to give him some other security, leaving out the getting more money from him

13th Was there a change from that statement made on the 4th of April

Ans. I dont think that any thing of the kind was said on the 4th to my recollection. There were no reasons given on the 4th that I recollect.

14th There was then on the 4th no objection made by Fabian or Ellis to the validity of this Chattel Mortgage

Ans. Certainly there was Fabian said it was not valid, as I have stated before, and that it had been given up to him to be cancelled by Forest

15th Did he say this on the 4th

Ans. My recollection is that he did say so on the 4th

169 as well as the 3d

16th Did not Ellis want to go out and consult with the Forest about this matter of the mortgage, and did not you or Amber, object to his doing

Ans I think that one of the firm it may have been Ellis, did say something about having or getting one of the Forests in our office, about getting them there and my recollection is that both Wm. Fabian and Wm. Amber objected, that they did not think it necessary that he should be there to make the purchase and sale, but my recollection is that he did not want to go to see Forest about this particular Mortgage, but to rely on him as one of the Creditors,

Direct resumed

1 In whose possession was the property described in in the chattel Mortgage at the time the Bills of sale were executed, and on the 3d day of April 1860.

Ans. In the possession of Lord Fabian & Co.

2 State whether either of the members of the firm of Lord Fabian & Co. stated the amount due from them to E & T Markham & Co. in the course of the

negotiation by Ambler with them to which you have alluded and how much was it

Ans Yes they admitted and stated. that the amount due from them to E J Tinkham & Co. was upwards of $15,000

3 State whether Ambler or Tinkham & Co. stipulated in any way that there should be no Criminal proceedings on account of the warehouse receipt. (Not objected to by Complts Solt.)

Ans they did not.

J. P Clarkson.

Sworn to and Subscribed before me this 24th. day of November 1860

L C P Faire
Master in Chancery
Cook Co.

Masters fee $20.
paid by Dept.

I L C Paine Faire Master in Chancery of Cook County State of Illinois do hereby certify that the above and foregoing depositions of Lambert Tree and J. P Clarkson. were taken before me at my office in the City of Chicago, by consent and agreement of the Solicitors of the respective

171 parties, on the days and time appearing foregoing the same. to be used on the trial of said cause on the part and behalf of said defts subject only to legal exceptions. which depositions I herewith return with the Exhibits therein referred to.

L L Paine Frear
Master in Chancery
Cook Co.

Chicago February 28. 1861

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Exhibit 1

For and in consideration of the sum of Three hundred Dollars to us Rowland Ellis and John H Cook of Chicago in the State of Illinois members of the firm of Cook Fabian & Co. composed of ourselves and Robert L Fabian of Chicago aforesaid, paid by the said Robert L Fabian the receipt whereof is hereby acknowledged. we the said Rowland Ellis and John H. Cook have sold and do hereby sell assign transfer and set over unto the said Robert L Fabian all our and each of our interest claim demand right and title in and to the good will and business of the said Firm of Cook Fabian & Co. in the business of Alcohol, distilling and rectifying, and all our right title and interest in and to the entire stock of foreign and domestic liquors now in the store building of said firm at No 107 South Water St in Chicago aforesaid, and in and to the entire debts claims book accounts, bills receivable and demands due to said firm of Cook Fabian & Co. and in and to the leasehold interest in said building at No. 107 South Water Street, and also all our right title and interest in and to the building owned and occupied by said firm of Cook Fabian & Co. as a distillery situated on the property rented by Cook Fabian & Co. from the Chicago Dock and Canal Company at the foot of North Water Street next and adjoining that rented to D. H Reed & Co. together with the still round column engine boiler tubs. connections and all other machinery and fixtures and liquors now in and belonging to the said distilling establishment, together with all other the goods chattels.

ness fixtures furniture Stock in process of manufacture and in trade of any and every nature and character now in and belonging and appertaining to the said dressing establishment, store and business

To have and to hold the same and all our right title and interest therein in and to the said Robert L Fabian his representatives and assigns forever

Witness our hands and Seals this fourth day of April AD 1860

Signed and Sealed and delivered in presence of
J. P Clarkson

John H Carl {Seal}

Rowland Ellis {Seal}

Exhibit 3

I never see the mortgage given to Forrest after I signed the same until the fourth of April last or did I acknowledge the same. I signed the mortgage in blank two months previous to "Fabian" given the mortgage to "Forest." at the time I signed the mortgage he Fabian did not tell me on what property or for what purpose he required the mortgage only in case it was necessary during my absence to realize money for the use of the firm or did I know what property he "Fabian" was going to mortgage he Fabian on the 4th April said in the presence of J. C Stubbs R. Ellis and myself that the mortgage was no account and he would destroy it

J. H Carl

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Exhibit 2

For and in consideration of the sum of Fifteen thousand Dollars to me paid by John C Ambler of the City of Chicago. in the County of Cook and State of Illinois, (the receipt whereof is hereby acknowledged) I. Robert L Fabian of the City of Chicago. aforesaid have sold. assigned and transferred, and do by these presents sell assign transfer and set over unto the said John C Ambler all my right. title interest. claim and demand in and to the good will and business of the late firm of Lord Fabian & Co. in the business of alcohol distilling and rectifying, and all my right, title, interest. claim and demand in and to the entire stock of foreign and domestic liquors now in the store building N° 107 South Water Street in Chicago. aforesaid, and in and to the entire claims debts book accounts bills receivable and demands due to said firm of Lord Fabian & Co. and in and to the leasehold interest in said building at N° 107 South Water Street. and also all my right. title. interest claim and demand in and to the building lately occupied and owned by said firm of Lord Fabian & Co. as a distillery standing on the property rented by said firm of Lord Fabian & Co. from the Chicago Dock and Canal Company at the foot of South water Street. next and adjoining that rented to J. H Reed & Co. together with the stills. worms. columns tubs. Engine. Boiler and connections and all

other the Machinery. fixtures and liquors now in and belonging to the said distillery establishment together with all other the goods Chattels, wares fixtures furniture stock in process of manufacture ~~Chattels. wares. fixtures, furniture, stock~~ and in trade of any and every nature and character now in and belonging and appertaining to the said distilling establishment store and business being my own interest therein, and also all the interest of Rowland Ellis and John H Cook of Chicago aforesaid, formerly owned and held therein by them jointly with myself as the firm of Cook Fabian & Co. and by them sold to me this day

To have and to hold the above described goods Chattels. claims debts. wares. fixtures. building machinery furniture apparatus, good will and business unto the said John C Ambler his executors administrators and assigns forever.

Witness my hand and seal this fourth day of April A D 1864.

Robert L Fabian (seal)

Signed Sealed and delivered
in presence of
L P Clarkson

177 And afterwards to wit on the fourteenth day of May, in the year aforesaid, Rowland Ellis by. Barker and Talley his solicitors, filed herein is Answer, in words as follows.

In the Superior Court

Forest et al.
vs. } In Chancery.
Stubler et al.

The Answer of Rowland Ellis one of the defendants to the bill of Complaint & Supplimental bill in this cause.

The said defendant answering says that the facts contained in his deposition on file herein, he here again asserts as his answer to said bill & supplimental bill & submits his case to the Court.

Barker & Talley
Solrs. R. Ellis.

And afterwards to wit on the twenty fourth day of May. said day being one of the days of the May term of said Court. the following among other proceedings was had in said Court to wit

178

In Chancery

Thomas L Forrest and
Philip R Forrest Executors
of Henry L Forrest deceased
vs.
Edward L Tinkham et al.
} Bill

This day again come the said parties by their respective Solicitors, and by the agreement of all the parties to this suit except the defendant John C Cook entered in open Court it is ordered that this cause be referred to L C Paine Esqr as Special Commissioner to take proof of the material facts and allegations set forth in the said bill and supplimental Bill of complaint, and report the same to this Court with all convenient speed.

And afterwards to wit on the twenty sixth day of June in the year aforesaid. there was filed in said cause certain Depositions. as follows.

Deps of Myer, Bruning, & Brown. Exhibts &c. &c. &c. &c. &c.

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

In Chancery

Forest Admin &c
vs
Tinkham, Ambler
Cool &c

Depositions will be taken in this case, by the defendants Tinkham and Ambler, on Tuesday the 28th inst. at 10 o'clock A. M. before C. P. L. Freer Esq. Master &c. at his office in the City of Chicago, and State of Illinois. Dated this 24th day of May A. D. 1861.

A. W. Arrington
Attorney &c.

I hereby accept service of the above notice and waive any exceptions as to the time specified, as well as to the fact that the names of the witnesses to be examined are not mentioned therein.

Charles C. Bonney
Solicitor for Cool

180

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

In Chancery

Forest Admin &c

vs

Tinkham, Ambler
Corl et al

Depositions will be taken in this case, by the defendants, Tinkham and Ambler, on Tuesday the 28th inst. at 10 O'clock A. M. before C. P. L. Freer Esq Master &c. at his Office in the City of Chicago and State of Illinois.

Dated this 24th of May A. D. 1861.

A. W. Arrington
Attorney &c.

Defendant Corl's Suggestions.

Forasmuch as the foregoing notice hath been delivered to the undersigned therefore although no case hath been made wherein any proofs can regularly be taken between said John M. Corl and his said co-defendants Tinkham and Ambler, nevertheless the undersigned rather as Amicus Causae, than as Solicitor for said

181 Corl. comes here before the said Commissioner to make such suggestions, and to put such interrogatories during the taking of said depositions, as may be allowed for the furtherance of justice &c.

Tuesday 28th May 1861.
10 O'clock A.M.

Charles C. Bonney
Solicitor for Corl.

The Complainant waiving a cross examination of the witness John B. Myer. I do thereupon suggest—

1. That said witness hath not distinguished between what is of his own knowledge, and what he states as appearing on the books and among the files of Tinkham & Co. nor at what time or times the books and papers whereof he has testified were written up or drawn as the case may be.

2. Said witness hath not stated by what particular person or persons the drafts checks and tickets, he has mentioned were respectively drawn nor by whom the money he says was checked out was drawn or received, nor whether the above transactions were or were not within the scope of the partnership of Corl. Fabian & Co.

3. It is not shown by said witness how much money was in fact received by the firm of Corl.

182 Fabian & Co. from Tinkham & Co.
Charles C. Romney
Solr for Corl.

State of Illinois } Circuit Court Cook Co
Cook County } In Chancery

Thos L. Forrest &
Phillip R. Forrest
Executors of
Henry L. Forrest
vs
John H. Corl. Rowland
Ellis. Robert L. Fabian
Edward J. Tinkham
John C. Ambler
Tarleton Jones &
L. Fletcher

Bill and
Sup. Bill

The deposition of John B. Myer on the part and behalf of the defendants Tinkham & Ambler; and of Augustine Bruning and Andrew J. Brown on the part and behalf of the said Complainants taken by consent and agreement as between the Compts. & the defendants Tinkham & Ambler, and upon notice annexed by the defendants Tinkham

2
183 & Ambler to Chas C. Bonney Solr of the defts Corl taken before L. C. P. Freer Master in Chancery of Cook County, at his office in the City of Chicago, on the 28th day of May 1861. at 9 o'clock A. M.

1 What is your name, age, occupation and residence and do you know the parties in the above entitled cause.

Ans My name is John B. Myer I am 19 years of age, and am a Book Keeper for Edward J. Tinkham & Co. I know the Forrest now in Washington who I suppose to be Thos. L. Forrest and I know Philip R. Forrest I know a McCorl a member of the firm of Corl. Fabian & Co. and I know the defendants Fabian. Tinkham. Ambler & Fletcher and Jones - I do not know the defendant Ellis.

2 In whose employment were you on the 4th April 1860. and how long before in that employment.

Ans I was in the employment of Edward J. Tinkham & Co. as book Keeper and I had been there since the 27th January 1860. in the same capacity.

3 What was the amount of indebtedness due by

184 The firm of Col. Fabian & Co. to Fairbanks & Ambler, on the 4th April 1860. in what did that indebtedness consist, and at what time was it incurred.

Ans. The amount on that day of such indebtedness on that day was Eighteen Hundred five hundred sixty five 22/100 ($1865 22/100) dollars. It consisted of overdrafts of the account, and of drafts returned unpaid, owned by Edward D. Fairbanks & Co. The items and in the sums and dates following.

1860 April 4 Bal overdrawn $3265.22

Items of the above as follows.—
Checks. protests. Telegraphing & Exchange
Charged to Col. Fabian & Co against
their deposits.

1860 March 28. One draft drawn by Col. Fabian & Co on Thos. Thatcher. 13 St. Paul St. N.Y. for $1000 1000.00

1860 March 28 One draft drawn by same parties on Baldwin Potter & Co. N.Y. for 1400.00

1860 March 29 One draft drawn by same parties on Rice & Davis Boston Mass for 2000.00

1860 March 30. One draft drawn by same parties on Dalbert Potter & Co of New York for 1500.00

1860 March 31 One draft by same parties on

185 Thos Thatcher 138 Pearl St N.Y. for 1400.00
1860 April 2 One draft by same parties on
Thos Thatcher N.Y. for 1800.00
1860 April 2 One draft by same parties on
Gibney & Hall Baltimore for 2000.00
1860 April 2 One draft by same parties on
R. B. Bell & Co. Milwaukie Wis for $1200.00
1860 April 3 One draft by same parties on
D. A. Dows & Co. N.Y. for 2000.00
Which said drafts I now herewith produce as Exhibits the same being respectively numbered from No 1. to No 9. both inclusive

The pass Book of Corl. Fabian & Co with our Bank also shows that there was another draft of One thousand dollars charged to them on the 23rd day of April 1860. drawn on Gibney & Hall of Baltimore - On the respective days when these drafts numbered as above were drawn I find a credit to said Corl. Fabian & Co in our Books and on their Pass Book, on the date of the respective drafts for amounts corresponding with the amount of each draft with exchange added or deducted as the case might be, and I have the several deposite tickets from the files of E. J. Tinkham & Co. given at the dates of the respective drafts, which tickets I now here attach to the said several drafts and they

 are numbered to correspond therewith.

4 Did Corl Fabian & Co. draw out of the Bank to the extent of the credits given, on the above mentioned drafts, and at what time.

Ans He drew checks against them, which I now here produce numbered from No. 1. to No 1024. both inclusive Masters number amounting in the aggregate to $52,082.74 and which are made Exhibits numbered as above.

5 Look at the various drafts and checks. as numbered above respectively, and state whether you are acquainted with the hand writing of the drawers, respectively, and state further the date of the first of said checks is, and whether or not they were all paid after the last settlement entered on the Pass Book, and give the date of the last settlement.

Ans I have looked at said drafts & checks. the signatures are that of Corl Fabian & Co. The oldest of said checks is dated March 17. 1860. they were all paid after the last settlement which settlement was March 19. 1860.

6 Look at the Pass Book now produced marked

3
187 by the Master Exhibit A. and State whose it is.

Ans I have looked at the same – It is the Pass Book of Cor. Fabian & Co.

7. Who made the last settlement in the Pass Book, balanced it.

Ans I did.

8. Who wrote the credit dated April 6-1860 for $15,000, and by whose direction was it entered. and what was it for.

Ans I wrote the credit by Mr Ambler's direction It says itself "proceeds of Sale to J. C. Ambler $15000". That is all I know about it.

Cross Ex waived by the Complainants

John B. Meyer.

188 Exhibits referred to in foregoing Deposition.

No 1 E. I. Tinkham & Co

Deposited by

Corl. Fabian & Co.

Mar 28. 1860.

Specie

Currency

Checks 1000

18.75

1018.75

$1000.00 Chicago 28th March 1860.

At sight Pay to the order of Robert L. Fabian One Thousand 00/100 Dollars Value received and charge to account

To Thos Thatcher Esqr
138 Pearl St. New York

Corl Fabian & Co.

No

Endorsed Rob L Fabian & Co
Pay G. I. Seney
Cas or order

United States of America
State of New York } ss On the 31st day of March in the year of our Lord one thousand

189 eight hundred and sixty, at the request of the Metropolitan Bank. I. Joseph B. Varnum Jr. a Notary Public duly commissioned and sworn dwelling in the City of New York, did present the original Bill of Exchange hereunto annexed, to a clerk at the drawees office in the City of New York (being the place where the said Bill of Exchange is payable) and demanded payment thereof, which was refused:

Whereupon I the said Notary, at the request aforesaid, did Protest, and by these presents do publicly and solemnly Protest, as well against the Drawer and Endorsers of the said Bill of Exchange, as against all others whom it doth or may concern, for exchange, reexchange and all costs, damages, and interest already incurred, and to be hereafter incurred, for want of payment of the said Bill of Exchange.

In Testimony whereof I have hereunto set my hand and affixed my seal at the City of New York aforesaid.

I. B. Varnum Jr
Notary Public
110 Broadway

Sd

190
1902

C. I. Tinkham & Co.

Deposited by
Col. Fabian & Co.
March 28 1860

Specie
Currency
Checks 1400
1400
185 92
2985. 92

2886 $1400 00/100 Chicago 28th March 1860.

Thirty days after date Pay to the Order of Robert L. Fabian Fourteen Hundred & 00 Dollars Value received and Charge to account

To Dollner Potter & Co. Col. Fabian & Co.
New York

No

Endorsed Rob L Fabian.

4

191
No 3

E. I. Tinkham & Co.

Deposited by
C. F. & Co.
Mar 29. 18

Specie —
Currency — 552
Checks — 12 50
2000
10 8
1990
2,562 50

$2000.— Chicago Mar 29. 1860.
Thirty days after date Pay to the order of R. L. Fabian
Two Thousand Two Dollars
Value received and charge to account
To Mess Rice & Davis
Boston
Mass.

Corl Fabian & Co.

No 3.

Endorsed Robt L Fabian.

192
404

E. I. Tinkham & Co.

Deposited by
Mar. 30
C F & Co. 18

Specie —
Currency — 40
Checks — 1500 "
1540 "

$1500.— Chicago Mar 30th 1860.
404 Thirty days after date Pay to the order of R. L. Fabian
Fifteen Hundred Dollars
Value received and charge the same to account
No — of
To Messrs Dollner Potter & Co. Corl Fabian & Co.
New York.

Endorsed Robt L Fabian.

E. I. Tinkham & Co.
Deposited by
C F & Co.
Mar 29. 1860

Specie —
Currency — 518
Checks — 1000
1518

193.
No 5.

E. J. Tinkham & Co.

Deposited by
F & Co.
Mar 30th 1860.

Specie —
Currency —
Checks — 1400 "
7
1393

$1400.— Chicago Mar 30th 1860.
Thirty days after date Pay to the order of R. L. Fabian —
Fourteen Hundred Dollars
[Ds 79] Value received and charge the same to account of as advised
To Thos: Thatcher Esq
138 Pearl St. New York } Carl Fabian & Co.

Endorsed Robt L Fabian.

197
No 7

Banking Office
of
Forrest Brothers & Co.
From C. F. & Co.
April 2d 1860.

Specie ——
Bills —— 40
Checks —— 2000
25.30
22.62
25.
2.112.92

Total $

No 1 $2000. Chicago April 2d 1860.

Fifteen days after date Pay to the order of R. L. Fabian
Two Thousand Dollars
Value Received and charge the same to account
No 1 as advised
To Messrs Gibney & Hall
Baltimore

C. & L. Fabian & Co.

Endorsed Robt L. Fabian.

195.
No 6 & No 8

E. J. Tinkham & Co

Deposited by
C. F. & Co.
April 2d 1860.

Specie —
Currency — 500
Checks 1200
1800
1/2 — 2 1791
$3491

$1200 00/100 Chicago 2d April 1860.
No 8 Pay to the order of
Robt. L. Fabian
Twelve Hundred Dollars
Value received and charge to account
To R. B. Bell & Co.
Milwaukie Corl Fabian & Co.
Wis.
No 1

Endorsed Protested for non payment. Milwaukie April 4th 1860
Gustav Reuss
Notary Public
Robt L Fabian
Pay Marshall &
Ilsley or order.

State of Wisconsin }
Milwaukee County } ss

On this fourth day of April in the year of our Lord One thousand eight hundred and sixty, I Gustav Reuss Notary Public, duly commissioned and sworn dwelling in the City and County of Milwaukee, and State aforesaid, at the request of Marshall & Ilsley, Bankers did present the draft whereof hereunto annexed at the office of R. B. Dodd & Co. and demand payment thereof, which was refused.

Wherefore I the said Notary did Protest and by these presents do publicly and solemnly protest, as well against the drawer and endorser of the said draft as against all others whom it doth concern for exchange, re-exchange and all costs, charges, damages and interests already incurred and to be hereafter incurred for want of payment of the said draft.

And I the said Notary, do hereby certify that on the same day and year above written, notice of the foregoing Protest (a copy of which is upon the back hereof,) was delivered by me as follows:

Notice for
" "
" "
" "

197 And I do further certify that on the same day and year above written, notices of the foregoing Protest (a copy of which is upon the back hereof) were deposited in the Post Office (postage of the same being paid) at Milwaukie as follows.

Notice for Carl Fabian & Co. } Enclosed to
" " Rob L Fabian } Edwd J Tinkham & Co
" " Edwd J Tinkham & Co } Chicago
" " Ills.

Each of the above named places being the reputed place of residence of the persons to whom these notices were directed respectively, and the nearest Post Office thereto.

Seal

In Witness Whereof I have hereunto set my hand and affixed my seal Notarial the day and year above written

Gustav Reuss Notary Public

(Copy of Notices Sent)

The State of Wisconsin }
Milwaukie County } ss

Milwaukie April 4th 1860

Please take notice that a draft for $ 800 and dated Chicago 2nd April 1860.

198 Payable ——— at ———

Drawn by Cool Fabian & Co on R. B. Bell & Co.
Endorsed by Rob L. Fabian & E. J. Tinkham & Co
Being this day due and unpaid, and by me
protested for non payment Hereby notify
you that the holders look to you for payment
damages, interest, and costs, it having been
duly presented, and payment thereof demanded
which was refused.

Done at the request of Messrs Marshall &
Ilsley Bankers

Gustav Reuss. Notary Public.

$1.800 Chicago April 2d 1860.
No 6 Thirty days after date Pay to the
order of R. L. Fabian
Eighteen hundred Dollars.
Value received and charge the same to account
(No ) as advised
To Thos. Thatcher Esq Cool Fabian & Co.
New York

Endorsed Robt L. Fabian.

6
199
No 9

E. I. Tinkham & Co.

Deposited by
Corl F & Co.
Apr 3 1860.

Specie ——
Currency ——
Checks —— 2000

$2000 Chicago April 3d 1860.
No 9. Thirty days after date Pay to the
Order of R. L. Fabian
Two Thousand Dollars
Value received and charge the same
No 72 to account of as advised
To Messrs O & A Dorr & Co.
New York. } Corl Fabian & Co.

Endorsed Rob L. Fabian.

200

Checks No 212 Chicago Mar 17. 1860

1 Edward J. Tinkham & Co.

Pay — 212 — or Bearer

Thirty six 25/100 Dollars

and charge the same to account of

$36 25 Corl Fabian & Co.

36 25/100

Endorsed G. L. H. & Co.

No 216 Chicago 19th March 1860.

2 Edward J. Tinkham & Co.

Pay — 216 — or Bearer

Seven Hundred Ninety seven & 27 Dollars

and charge the same to account of

$797 27/100 Corl Fabian & Co.

797 27/100

Endorsed. G. A. Teasing.

No 217 Chicago Mar 20. 1860.

3 Edward J. Tinkham & Co.

Pay — 217 — or Bearer

Eight hundred & Ninety nine 34 Dollars

and charge the same to account of

$899 34 Corl Fabian & Co.

899 34/100

No 220. Chicago March 20. 1860.

4 Edward J. Tinkham & Co.

Pay — 220 — or Bearer

Five hundred Dollars

and charge the same to account of

$500. 500 — Corl Fabian & Co.

201 No 225 Chicago Mar 2d 1860.

55 Edward L Pinkham & Co.

Pay Mrs Thayer & Hammond or Order

Twenty Dollars Dollars

and charge this same to account of

$20 Cord Fabian & Co.

Endorsed Thayer & Hammond — Douglas

No 206 Chicago Mar 14. 18

6 Edward L Pinkham & Co.

Pay 2ds Lamman or Order

Forty five dolls Dollars

and charge this same to account of

$45. Cord Fabian & Co.

$45.

Endorsed D. F. Lamman

No 214 Chicago Mar 17. 1860.

7 Edward L. Pinkham & Co.

Pay 214 or Bearer

Fifteen Dolls Dollars

and charge this same to account of

$15. Cord Fabian & Co.

$15

Endorsed Lewis Page

J Lewis

202

No 221. Chicago Mar 19 – 1860.

8 Edward Tinkham & Co.

Pay or Bearer

Six hundred & Ninety two 49 Dollars

And Charge the same to account of

$692 49 Corl Fabian & Co.

692 49

Endorsed Hammill & Rynal

No 219 Chicago Mar 19. 1860.

9 Edward J. Tinkham & Co.

Pay or Bearer

Four hundred & fifty Dollars

And charge the same to account of

$450 Corl Fabian & Co.

$450

No 231. Chicago Mar 20. 1860.

10 Edward J. Tinkham & Co.

Pay 231 or Bearer

Six hundred Dollars

And Charge the same to account of

$600 Corl Fabian & Co.

Endorsed Hammill & Rynal

7

208 No 222. Chicago Mar 19 - 1860.
11 Edward I. Tinkham & Co.
Pay — 222 — or Bearer
One hundred & twenty five 99 Dollars
and charge the same to account of
$125 99 Corl Fabian & Co.

No 227. Chicago Mar 20. 1860.
12 Edward I. Tinkham & Co.
Pay — 227 — or Bearer
Four hundred & thirty nine Dollars
and charge the same to account of
$439. Corl Fabian & Co.

Endorsed Pitkin & Co.

No 218 Chicago 20th March 1860.
14 Edward I. Tinkham & Co.
Good for 27 cts E. Tinkham & Co
Pay — 218 — or Bearer
Seven Hundred Ninety Seven 27/100 Dollars
and charge the same to account of
$797 27/100 Corl Fabian & Co.

Endorsed Geo A. Seavern
pr Black

No 239. Chicago Mar 21. 1860.
15 Edward J. Tinkham & Co.
Pay 239 or Bearer
Six hundred & Twelve Dollars
and charge the same to account of
$612. Corl Fabian & Co.

No 230. Chicago Mar 20. 1860.
15. Edward J. Tinkham & Co.
Pay 230 or Bearer
Five hundred & Seventy three 89 Dollars
and charge the same to account of
$573 89 Corl Fabian & Co.

Endorsed E B & Co
Cooley

No 237. Chicago Mar 21st 1860.
16 Edward J. Tinkham & Co.
Pay 237 or Bearer
Five Thousand & Ninety three 75 Dollars
and charge the same to account of
$5.093 75 5093 75 Corl Fabian & Co.

No 242. Chicago Mar 22d 1860.
17 Edward J. Tinkham & Co
Pay Mess Leduc & Gibbs or Bearer
Five hundred & fourteen 76/100 Dollars
and charge the same to account of
$514 76 Corl Fabian & Co.

205 No 233. Chicago Mar 22. 1860.
18. Edward J. Tinkham & Co
Pay Mess Flint & Wheeler or order
Six hundred & fifteen 95 Dollars
and charge the same to account of
$615 95 Corl Fabian & Co.

Endorsed Flint & Wheeler
Strong

No 236. Chicago Mar 20. 1860.
19 Edward J. Tinkham & Co
Pay —— 236 —— or Bearer
Fifty two 50/100 Dolls. — Dollars
and charge the same to account of
$52 50 Corl Fabian & Co.

No 245. Chicago Mar 21. 1860.
20 Edward J. Tinkham & Co.
Pay —— 245 —— or Bearer
Two hundred & twenty five 00 Dollars
and charge the same to account of
$225 00 Corl Fabian & Co.

Endorsed Hammill & Reynold

No 234 Chicago Mar 21st 1860.
21 Edward J. Tinkham & Co.
Pay 234 or Bearer
Seven hundred & eleven 92 Dollars
and Charge the same to account of
$711 92 Corl Fabian & Co.

Endorsed Hammill & Reynold

No 244. Chicago Mar 21st 1860.
22 Edward J. Tinkham & Co
Pay 244 or Bearer
Five hundred & Eighty four 93 Dollars
and Charge the same to account of
$584 93 Corl Fabian & Co.

Endorsed Saml M. Nickerson.

No 224. Chicago Mar 20. 1860.
23 Edward J. Tinkham & Co.
Pay 224 or Bearer
Seven hundred & one 27 Dollars
and Charge the same to account of
$701 27 Corl Fabian & Co.

Endorsed Rawson & Streeter

8

207 No 243. Chicago Mar 22d 1860.

24. Edward J. Tinkham & Co

Pay Miss Ledric & Gibbs or Bearer

Five hundred & fourteen 77 Dollars.

and charge the same to account of

$514 77 Corl Fabian & Co.

No 223. Chicago Mar 23. 1860.

25 Edward J. Tinkham & Co

Pay 223 or Bearer

Five hundred Dollars

and charge the same to account of

$500. Corl Fabian & Co.

No 246. Chicago Mar 22d 1860.

26 Edward J. Tinkham & Co.

Pay 246 or Bearer

Seven hundred & forty two 48 Dollars

and charge the same to account of

$742 48 Corl Fabian & Co.

Endorsed Rawson & Streeter

No 247. Chicago Mar 22d 1860.

27 Edward J. Tinkham & Co.

Pay 247 or Bearer

Four hundred & Ninety nine Dollars

and charge the same to account of

$499 45 Corl Fabian & Co

Endorsed E B & Co Cooley

No 258. Chicago Mar 24. 1860.

28 Edward L. Pinkham & Co.

Pay ——— 258 ——— or Bearer

Three hundred & fifty nine 24 Dollars

and charge the same to account of

$359.24 Carl Fabian & Co.

No 257. Chicago Mar 23. 1860.

29 Edward L. Pinkham & Co.

Pay ——— 257 ——— or Bearer

Three hundred & Sixty two Dollars

and charge the same to account of

$362. Carl Fabian & Co.

No 248 Chicago Mar 22. 1860.

30 Edward L. Pinkham & Co.

Pay ——— 248 ——— or Bearer

Fifty five 63/100 Dollars

and charge the same to account of

$55.63 Carl Fabian & Co.

No 255 Chicago Mar 23. 1860.

31 Edward L. Pinkham & Co.

Pay ——— 255 ——— or Bearer

Three hundred Dollars

and charge the same to account of

$300. Carl Fabian & Co.

209 No 256. Chicago Mar 23. 1860.

32 Edward J. Tinkham & Co.

Pay — 256 — or Bearer

Five hundred & twenty six 18/100 Dollars

and charge the same to account of

$526 18/100 Corl Fabian & Co.

Endorsed Pitkin & Co.

662 28/100

No 253. Chicago Mar 23d 1860.

33 Edward J. Tinkham & Co.

Pay — 253 — or Bearer

Five hundred & seventy nine 19/100 Dollars

and charge the same to account of

$579 19/100 Corl Fabian & Co.

Endorsed Saml M. Nickerson

No 162. Chicago 24th March 1860.

34 Edward J. Tinkham & Co.

Pay — 162 — or Bearer

Three Hundred Eighty one & 38/100 Dollars

and charge the same to account of

$381 38/100. Corl Fabian & Co.

Endorsed Henry Milward

pr Rebanks.

240

No 261. Chicago Mar 24. 1860.

35 Edward S. Pinkham & Co

Pay Leduc or Bearer

One Hundred ——— Dollars

and Charge the same to account of

$100. Cor Fabian & Co.

No 261. Chicago 24th March 1860.

36 Edward S. Pinkham & Co.

Pay ——— 261 ——— or Bearer

Eleven Hundred & Nineteen 40/100 Dollars

and Charge the same to account of

$1119 40/100 Cor Fabian & Co.

Endorsed Pitkin & Co

12/24/57

No 262. Chicago 24th March 1860.

37 Edward S. Pinkham & Co.

Pay ——— 262 ——— or Bearer

Eleven and 36/100 ——— Dollars

and Charge the same to account of

$11 36/100 Cor Fabian & Co.

No 263 Chicago Mar 24. 1860.

38 Edward S. Pinkham & Co.

Pay M. Nickerson or Bearer

Three Hundred & Sixty two Dollars

and Charge the same to account of

$362. Cor Fabian & Co.

9
211

No 260. Chicago Mar 24. 1860
39 Edward I Tinkham & Co
Pay — 260 — or Bearer
Six hundred & Ninety six 40 Dollars
and charge the same to account of
$696 40 Corl Fabian & Co.

No 249. Chicago Mar 23. 1860.
40 Edward I Tinkham & Co.
Pay — 249 — or Bearer
Two hundred & Nineteen 13 Dollars
and charge the same to account of
$719 13 Corl Fabian & Co.
Endorsed Rawson & Streeter

No 266. Chicago Mar 24. 1860.
41 Edward I Tinkham & Co.
Pay — 266 — or Bearer
Six hundred & fifty four 40 Dollars
and charge the same to account of
$654 40 Corl Fabian & Co.
Endorsed Hammill & Reynold

No 254 Chicago Mar 24 1860.
42 Edward I Tinkham & Co.
Pay — 254 — or Bearer
Five hundred & one 65/100 Dollars
and charge the same to account of
$511 65 Corl Fabian & Co.
Endorsed Jott.

212

No 267. Chicago Mar 24. 1860.

Edward S Tinkham & Co

Pay 267 — or Bearer

Eighty Dollars — Dollars

and charge the same to account of

$80. Corl Fabian & Co.

No 250. Chicago 23 March 1860.

Edward S Tinkham & Co.

Pay — 250 — or Bearer

Two Hundred & Eighty two Dollars

and Charge the same to account of

$282 90/100 Corl Fabian & Co.

No 226. Chicago March 26. 1860.

Edward S Tinkham & Co.

Pay — 226 — or Bearer

Five Hundred — Dollars

and Charge the same to account of

$500. Corl Fabian & Co.

No 262 Chicago 26th March 1860.

Edward S Tinkham & Co.

Pay — 262 — or Bearer

Twelve Hundred Nineteen 44/100 Dollars

and Charge the same to account of

$1219 44 Corl Fabian & Co.

Entered

P & Co

7140 60

203 No 272. Chicago Mar 26. 1860.
47 Edward J Tinkham & Co.
Pay — 272 — or Bearer
Three hundred & eleven 44 Dollars
and charge the same to account of
$311 44 Corl Fabian & Co.
Endorsed H & P.

No 262 Chicago Mar 24. 1860
48 Edward J Tinkham & Co.
Pay Seaverns or Bearer
Fifteen hundred & forty one 12 Dollars
and charge the same to account of
$1541 12 Corl Fabian & Co.

No 269. Chicago Mar 26. 1860.
49 Edward J Tinkham & Co.
Pay — 269 — or Bearer
Five hundred & Seventy one 77 Dollars
and charge the same to account of
$571. 77 Corl Fabian & Co.

Endorsed E B & Co
Cooley

No 273. Chicago Mar 27. 1860
50 Edward J. Tinkham & Co
Pay — 273 — or Bearer
Five hundred & Seventy Seven 31 Dollars
and Charge the same to account of
$567 31 Corl Fabian & Co.

Endorsed E B & Co
Cooley

No 281. Chicago Mar 27. 1860.
51 Edward J. Tinkham & Co.
Pay — 281 — or Bearer
One hundred & Seventy five Dollars
and Charge the same to account of
$175. Corl Fabian & Co.

No 268. Chicago Mar 26. 1860.
52 Edward J. Tinkham & Co.
Pay — 268 — or Bearer
Three hundred — Dollars
and Charge the same to account of
$300. Corl Fabian & Co.

Endorsed J. D. & T
310 21

No 283. Chicago Mar 27. 1860.
53 Edward J. Tinkham & Co.
Pay — 283 — or Bearer
Four hundred — Dollars
and Charge the same to account of
$400. Corl Fabian & Co.

10

215 No 280. Chicago Mar 27 1860.
54 Edward J. Pinkham & Co.
Pay ~~[illegible]~~ or Bearer
Four hundred & Sixty Dollars
and Charge the same to account of
$460. Corl Fabian & Co.

No 278. Chicago Mar 28th 1860.
55 Edward J. Pinkham & Co.
Pay 278 or Bearer
Four hundred & Ninety 26/100 Dollars
and Charge the same to account of
$490 26/ Corl Fabian & Co.
Endorsed Leduc & Gibbs

No 276. Chicago Mar 27 1860.
56 Edward J. Pinkham & Co.
Pay 276 or Bearer
Two hundred Dollars
and Charge the same to account of
$200. Corl Fabian & Co.
Endorsed Sherman & Hall

No 282 Chicago Mar 27 1860.
57 Edward J. Pinkham & Co.
Pay 282 or Bearer
Five hundred & Seventy Nine Dollars
and Charge the same to account of
$579. Corl Fabian & Co.
Endorsed Saml M. Nickerson

No 274 Chicago Mar 27. 1860.
58 Edward I. Tinkham & Co.
Pay 274 or Bearer
Seven hundred Dollars
and charge the same to account of
$700. Carl Fabian & Co.
Endorsed Hammill & Reynold

No 271. Chicago Mar 26. 1860
59 Edward I. Tinkham & Co.
Pay 271 or Bearer
Twenty Six 27/100 Dollars
and charge the same to account of
$26.25 Carl Fabian & Co.

No 264. Chicago Mar 27. 1860.
60 Edward I. Tinkham & Co.
Pay 264 or Bearer
Twenty Six 75/100 Dollars
and charge the same to account of
$26.75 Carl Fabian & Co.
Endorsed Jackson & Duffy
C.H.I.

No 277. Chicago Mar 28th 1860.
61 Edward I. Tinkham & Co.
Pay 277 or Bearer
Seven hundred & five 86 Dollars
and charge the same to account of
$705.86 Carl Fabian & Co.
Endorsed Rawson & Streeter

217 No 229. Chicago Mar 29. 1860.
62 Edward J. Tinkham & Co
Pay — 229 — or Bearer
Five hundred — Dollars
and charge the same to account of
$500. Cor Fabian & Co.

No Chicago March 29. 1860.
63 Edward J. Tinkham & Co.
Pay Dft on Ellis retd or Bearer
Four hundred & Seventy one 91/100 Dollars
and charge the same to account of
$471. 91/100 Cor Fabian & Co.

No 288. Chicago Mar 28. 1860.
64 Edward J. Tinkham & Co.
Pay — 288 — or Bearer
Six hundred & Seventy three 68 Dollars
and charge the same to account of
$673.68 Cor Fabian & Co.
Endorsed Hammill & Reynold

No 284. Chicago Mar 27. 1860.
65 Edward J. Tinkham & Co.
Pay — 284 — or Bearer
Sixty five 69/100 — Dollars
and charge the same to account to
$65.69 Cor Fabian & Co.

Cuf

No 275. Chicago Mar 28. 1860.
66 Edward J Pinkham & Co.
Pay — 275 — or Bearer
Four hundred & Sixty three 96 Dollars
and Charge the same to account of
$463 96 Cor Fabian & Co.
Endorsed Hammill & Reynold

No 286. Chicago Mar 28. 1860.
67 Edward J Pinkham & Co.
Pay — 286 — or Bearer
Five hundred & fifty six Dollars
and Charge the same to account of
$556. Cor Fabian & Co.
Endorsed E B & Co
Cooley

No 289. Chicago Mar 28. 1860
68 Edward J Pinkham & Co
Pay — 289 — or Bearer
Five hundred & fifty — Dollars
and Charge the same to account of
$550 30 Cor Fabian & Co.
Endorsed E B & Co
Cooley

11.

219

No 287. Chicago Mar 28th 1860.

~~Good~~ Edward J. Pinkham & Co.

Pay — 287 — or Bearer

One Thousand & one 44 Dollars

and charge the same to account of

$1001.44 Corl. Fabian & Co.

No 308. Chicago Mar 31st 1860.

70 Edward J. Pinkham & Co.

Pay — 308 — or Bearer

Two Hundred — Dollars

and charge the same to account of

$300. Corl Fabian & Co.

Endorsed Hammill & Reynold

No 291. Chicago March 28. 1860.

71 Edward J. Pinkham & Co

Pay Fr 50 Bbls Wine Le D or Bearer

Twenty Six 25/100 Dolls Dollars

and charge the same to account of

$26.25 Corl. Fabian & Co.

Endorsed CMJ.

No 300 Chicago Mar 29. 1860.

72 Edward J. Pinkham & Co.

Pay — 300 — or Bearer

Thirty Eight 25/100 — Dollars

and charge the same to account of

$38.25 Corl Fabian & Co.

220

No Chicago March 31 1860
73 Edward J. Tinkham & Co.
Pay Cft & 4 &c or Bearer
Five hundred & twelve 10/100 Dollars
and charge the same to account of
$572 10 Corl. Fabian & Co.

No 297. Chicago Mar 29. 1860.
74 Edward J. Tinkham & Co.
Pay — 297 — or Bearer
Three hundred — Dollars
and charge the same to account of
Corl Fabian & Co.

Endorsed G. D. & T

No 279. Chicago Mar 27. 1860.
75 Edward J Tinkham & Co.
Pay ~~[illegible]~~ 279 — or Bearer
~~[illegible]~~ hundred & Seventy three 74 Dollars
and charge the same to account of
$473 74 Corl Fabian & Co.

No 305. Chicago Mar 30th 1860.
76 Edward J Tinkham & Co.
Pay — 305 — or Bearer
Ninety two 15/100 Dolls Dollars
and charge the same to account of
$92 15 Corl Fabian & Co.

121

No [illegible] Chicago March 26 1860

77 Edwd S. Kirkham & Co.

Pay Cash or Bearer

Eighty Five ——— Dollars

and charge the same to account of

$85 00/100 Corl Fabian & Co.

Endorsed S Faber

No 304. Chicago Mar 30. 1860.

78 Edward S. Kirkham & Co.

Pay Three hundred & Sixty four ——— or Bearer

and charge the same to account of Dollars

$364/100 Corl Fabian & Co.

No 303 Chicago Mar 30. 1860.

79 Edward S. Kirkham & Co.

Pay Three hundred & three ——— or Bearer

Six hundred Fifty nine ——— Dollars

and charge the same to account of

$659 Corl Fabian & Co.

No 298. Chicago April 1st 1860.

80 Edward S. Kirkham & Co.

Pay Two hundred & ninety eight ——— or Bearer

Four hundred Sixty Eight ——— Dollars

and charge the same to account of

$468 Corl Fabian & Co.

Endorsed Lewis Gibbs

No 306. Chicago Mar 30. 1860.
81 Edward J. Tinkham & Co.
Pay 306 or Bearer
Five hundred & Seventy five 52 Dollars
and charge the same to account of
$575 52 Corl Fabian & Co.
Endorsed Saml M. Nickerson

No 290. Chicago Mar 31. 1860.
82 Edward J. Tinkham & Co.
Pay 290 or Bearer
Sixty two 5/100 Dolls Dollars.
and charge the same to account of
$62 05 Corl Fabian & Co.
Endorsed John McCaffery
by H. P. Murphy

No 232. Chicago April 5 1860.
83 Edward J. Tinkham & Co.
Pay 232 or Bearer
Seven hundred & fifty Dollars
and charge the same to account of
$750. Corl Fabian & Co.

No 309. Chicago Mar 31st 1860.
84 Edward J. Tinkham & Co.
Pay 309 or Bearer
Four hundred & fifty seven 50 Dollars
and charge the same to account of
$457 50 Corl Fabian & Co.
Endorsed Walker & Brother
A B Hatch

12

223.

No 302. Chicago Mar 31st 1860.

85 Edward J. Tinkham & Co.

Pay 302 or Bearer

Two hundred & Ninety seven 40 Dollars

and charge the same to account of

$297 40 Cor Fabian & Co.

Endorsed F & W

No 310. Chicago Mar 31. 1860.

86 Edward J. Tinkham & Co.

Pay 310 or Bearer

Six hundred & Ninety 86/100 Dollars

and charge the same to account of

$630 86 Cor Fabian & Co.

No. Chicago Mch 30 1860.

87 Edward J. Tinkham & Co.

Pay the Bearer

Twenty five 57/100 Dollars

and charge the same to account of

$25 57/100 Cor Fabian & Co.

No 299. Chicago Mar 31. 1860.

88 Edward J. Tinkham & Co.

Pay 299 or Bearer

Seven hundred & twenty two 21 Dollars

and charge the same to account of

$722 21 Cor Fabian & Co.

Endorsed Ramson & Streeter.

224 No 321. Chicago April 3d 1860.

89 Edward I. Tinkham & Co

Pay —— 321 —— or Bearer

Twenty five 70/100 —— Dollars

and charge the same to account of

$25 70 Corl Fabian & Co

Endorsed J. H. Reed & Co

Jun

No 317 Chicago April 3d 1860.

90 Edward I. Tinkham & Co.

Pay —— 317 —— or Bearer

Five Hundred —— Dollars

and charge the same to account of

$500. Corl Fabian & Co.

Endorsed Hammill & Reynold

No 312. Chicago Mar. 31. 1860.

91 Edward I. Tinkham & Co.

Pay —— 312 —— or Bearer

Six Hundred Forty 92/100 Dollars

and charge the same to account of

$640 92 Corl Fabian & Co.

Endorsed Hammill & Reynold

225

No 265. Chicago April 3d 1860.

92 Edward J. Tinkham & Co.

Pay — 265 — or Bearer

Four hundred & Seven 20 Dollars

and charge the same to account of

$407 20 Corl Fabian & Co.

Endorsed D. T. Lanman

No 314. Chicago Mar 31. 1860.

93 Edward J. Tinkham & Co.

Pay — 334 — or Bearer

~~Three~~ hundred & thirty four 14 Dollars

and charge the same to account of

$333 14 Corl Fabian & Co.

Endorsed Harbert P.

No 313. Chicago Apl 2d 1860

94 Edward J. Tinkham & Co.

Pay — 313 — or Bearer

Five hundred & forty five 62 Dollars

and charge the same to account of

$545 62 Corl Fabian & Co.

Endorsed E B & Co

Cooley

No 322. Chicago Apl. 2d 1860.

Edward L. Pinkham & Co.

Pay ——— 322 ——— or Bearer

Three hundred & twenty two ——— Dollars

and Charge the same to account of

$322 Cor Fabian & Co.

No 319. Chicago Apl. 2d 1860.

Edward L. Pinkham & Co.

Four hundred & thirty two 50 ——— Dollars

and Charge the same to account of

$432 50 Cor Fabian & Co.

Endorsed Saml W. Dickerson

No 324. Chicago Apl 3d 1860.

Edward L. Pinkham & Co.

Pay ——— 324 ——— or Bearer

Forty five ——— Dollars

and Charge the same to account of

$45. Cor Fabian & Co.

No 315. Chicago April 2d 1860.

Edward L. Pinkham & Co.

Pay ——— 315 ——— or Bearer

Seven hundred & thirteen 25 ——— Dollars

and Charge the same to account of

$713 25 Cor Fabian & Co.

Endorsed Lauren Porter

13.

227

No 311. Chicago April 2. 1860

99 Edward I. Tinkham & Co.

Pay ~~[illegible]~~ 311 — or Bearer

~~[illegible]~~ Hundred & fifty 3/100 Dollars

and charge the same to account of

$240.03 Corl Fabian & Co.

Endorsed F & W

No 301. Chicago Mar 29. 1860.

100 Edward I. Tinkham & Co

Pay 301 — or Bearer

Five hundred — Dollars

and charge the same to account of

$500. — Corl Fabian & Co.

Endorsed Hammill & Reynold

No Chicago 2nd April 1860.

101 Ed. I. Tinkham & Co.

Pay C. W. Smith — or Bearer

Two Hundred Seventy five 37/100 Dollars

and charge the same to account of

$275 37/100 Corl Fabian & Co.

Endorsed R. E. Gallup

No 235. Chicago April 5. 1860.
102 Edward I. Tinkham & Co
Pay — $235 — or Bearer
Seven hundred & fifty Dollars
and charge the same to account of
$750. Corl Fabian & Co.

No 241. Chicago April 13. 1860.
103 Edward I. Tinkham & Co.
Pay — $241. — or Bearer
Eight hundred & Sixty two 50 Dollars
and charge the same to account of
$862 50 Corl Fabian & Co.

No 238. Chicago April 10. 1860.
104 Edward I. Tinkham & Co.
Pay — $238 — or Bearer
Seven hundred & fifty Dollars
and charge the same to account of
$750. Corl Fabian & Co.

# 1860 Dates of Checks paid for Cor Stabian Co.

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Mar. 20 | 36 | 25 | | | 1860 March 28 | To telegraphing 135 145 | 2 | 90 |
| | 797 | 27 | | | | | | |
| | 899 | 34 | | | April 2 | " " | 4 | 15 |
| | 500 | | | | | | | |
| | 20 | | | | March 31 | " " | 1 | 35 |
| | 45 | | | | | | | |
| | 15 | | | | April 3 | " protest Gibney & Hall afts | 2 | 06 |
| | 692 | 49 | | | | | | |
| | 450 | | 3455 | 35 | " " | " " Thatcher dft (1000) | | 85 |
| 21 | 600 | | | | " " | " 2% Exchge on same | 20 | |
| | 125 | 99 | | | | | | |
| | 439 | | | | " " | " protest on R. B. Bell & Co dft | 1 | 53 |
| | 612 | | | | | | | |
| | 797 | 27 | | | | | | |
| | 573 | 89 | | | | | | |
| | 5093 | 75 | 8241 | 90 | | | | |
| 22 | 514 | 76 | | | | | | |
| | 615 | 95 | | | | | | |
| | 52 | 50 | | | | | | |
| | 225 | 85 | | | | | | |
| | 711 | 92 | | | | | | |
| | 584 | 93 | | | | | | |
| | 701 | 27 | 3407 | 18 | | | | |
| 23 | 514 | 77 | | | | | | |
| | 500 | | | | | | | |
| | 742 | 48 | | | | | | |
| | 499 | 45 | 2256 | 70 | | | | |
| 24 | 369 | 24 | | | | | | |
| | 562 | | | | | | | |
| | 55 | 63 | | | | | | |
| | 200 | | | | | | | |
| | 526 | 18 | | | | | | |
| | 579 | 19 | | | | | | |
| | 381 | 38 | | | | | | |
| | 200 | | 2873 | 62 | | | | |
| 26 | 1119 | 40 | | | | | | |
| | 11 | 36 | | | | | | |
| | 362 | | | | | | | |
| | 696 | 40 | | | | | | |
| | 719 | 13 | | | | | | |
| | 654 | 40 | | | | | | |
| | 501 | 65 | | | | | | |
| | 80 | | | | | | | |
| | 282 | | | | | | | |
| | 500 | | 4926 | 34 | | | | |

231

| | | | |
|---|---|---|---|
| 27 | 1219 | 44 | |
| | 511 | 44 | |
| | 1541 | 19 | |
| | 571 | 77 | |
| | 567 | 81 | |
| | 175 | | 4386 15 |
| 28 | 300 | | |
| | 400 | | |
| | 460 | | |
| | 490 | 26 | |
| | 200 | | |
| | 179 | | |
| | 700 | | |
| | 26 | 25 | |
| | 26 | 75 | |
| | 705 | 86 | 3888 12 |
| 29 | 500 | | |
| | 471 | 91 | |
| | 673 | 68 | |
| | 65 | 69 | |
| | 463 | 96 | |
| | 556 | | 2731 24 |
| 30 | 550 | 30 | |
| | 1001 | 41 | |
| | 500 | | |
| | 26 | 25 | |
| | 38 | 25 | 2116 21 |
| 31 | 512 | 10 | |
| | 300 | | |
| | 473 | 74 | |
| | 92 | 15 | |
| | 85 | | |
| | 567 | 60 | |
| | 659 | 40 | |
| | 468 | 42 | |
| | 575 | 52 | |
| | 62 | 05 | 3795 98 |
| April 2 | 750 | | |
| | 457 | 50 | |
| | 297 | 40 | |
| | 630 | 86 | |
| | 25 | 50 | |
| | 722 | 21 | 2883 74 |
| 3 | 25 | 70 | |
| | 500 | | |
| | 640 | 92 | |
| | 407 | 20 | |
| | 333 | 14 | |
| | 545 | 62 | |
| | 99 | 20 | |
| | 432 | 50 | |
| | 45 | | |
| | 718 | 13 | |
| | 240 | 03 | |
| | 549 | | |
| | 275 | 07 | |
| | 750 | | |
| | 862 | 50 | |
| | 750 | | 32082 74 |

233

Dr C. J. Pinkham & Co in Account with Coal Fabian & Co Cr.

1860

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Jan 3 | Hash | 1487 | 50 | Jan 3 | Ck | 1 | 1300 | " |
| 3 | " " | 241 | 65 | | | 2 | 542 | 74 |
| 4 | " " | 1683 | 53 | | | 3 | 1526 | 25 |
| 5 | " " | 215 | 69 | | | 4 | 33 | " |
| 6 | " " | 448 | 75 | | | 5 | 200 | " |
| " | " " | 169 | 21 | | | 6 | 400 | " |
| " | " " | 118 | " | | | 7 | 33 | " |
| 7 | " " | 199 | 05 | | | 8 | 30 | " |
| " | " " | 1500 | | | | 9 | 334 | 71 |
| " | " " | 508 | 13 | | | 10 | 10 | " |
| 10 | " " | 743 | 75 | | | 11 | 100 | " |
| " | " " | 186 | 97 | | | 12 | 100 | " |
| 11 | " " | 537 | 18 | | | 13 | 1950 | " |
| 16 | " " | 745 | 75 | | | 15 | 530 | " |
| 14 | " " | 288 | 29 | | | 16 | 59 | 56 |
| 18 | " " | 1450 | | | | 17 | 27 | 50 |
| | | 10533 | 45 | | | | 7186 | 76 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | Forward | 10533 | 45 | | Forward | 7186 | 76 |
| Jany 23 | To Cash | 532 | 15 | | 18 | 300 | " |
| " | " " | 250 | | | 19 | 459 | " |
| 24 | " " | 131 | 65 | | 20 | 15 | 80 |
| 25 | " " | 845 | 75 | | 21 | 38 | 75 |
| 27 | " " | 895 | " | | 23 | 15 | 79 |
| 28 | " " | 1491 | 75 | | 24 | 29 | 60 |
| 25 | " " | 10 | 87 | | 25 | 80 | " |
| 26 | 3/4 % on $ 705 Bal | 5 | 43 | | 26 | 15 | 58 |
| 30 | " | 1500 | | | 27 | 9 | 40 |
| | | | | Jany | Telegraph from Boston | 1 | 75 |
| | | | | | " to " | 1 | 87 |
| | | | | | | 1450 | " |
| | | | | | | 500 | " |
| | | | | | | 12 | 50 |
| | | | | | | 6 | 30 |
| | | | | | | 152 | 50 |
| | | | | | | 100 | " |
| | | | | | | 50 | " |
| | | | | | | 80 | " |
| | | | | | | 800 | " |
| | | | | | | 83 | 65 |
| | | | | | | 307 | 50 |
| | | | | | | 525 | " |
| | | | | Jany | 1% on 92 34 Winans Ofk | " | 92 |
| | | | | | | 25 | " |
| | | | | | | 13 | 10 |
| | | | | | | 393 | 18 |
| | | | | | | 1143 | 73 |
| | | | | | | 500 | 00 |
| | | | | | To Balance | 967 | 77 |
| | | 16196 | 05 | | 40 Vouchers returned | 16196 | 05 |

235

| | | | | | |
|---|---|---|---|---|---|
| Jany 30 | To Balance | 967.77 | | 20-96 | |
| Feb 2 | " Cash | 1515 77 | | 105.88 | |
| 2 | " " | 172 43 | | 154-70 | |
| 3 | " " | 567 74 | | 212.65 | |
| 3 | " " | 840 29 | | 847.28 | |
| 4 | " " | 1492 50 | | 600.— | |
| " | " " | 595 59 | | 700 — | |
| 6 | " " | 642 | | 350 — | |
| " | " " | 802 | | 200.— | |
| 9 | " " | 1194 | | 127-07 | |
| " | " " | 420 | | 550.— | |
| 10 | " " | 1489 50 | | 37-50 | |
| " | " " | 324 | | 100.— | 2546 88 |
| 11 | " " | 200 | | 560-33 | |
| 13 | " " | 1191 20 | | 875.— | |
| " | " " | 1536 25 | | 510.63 | |
| " | " " | 1191 20 | | 80.— | |
| 14 | " " | 826 45 | | 115.— | |
| " | | 607 50 | | 650.— | |
| | | 15772 21 | | 536.81 | |
| | | | | 590.— | |
| | | | | 614-02 | |
| | | | | 312.50 | |
| | | | | 1020.— | |
| | | | | 550.— | |
| | | | | 10420-33 | |

1860

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | | 5772 | 21 | By checks | 101 | 88 |
| Feb | 15 | To cash | 482 | 27 | | 20 | 96 |
| | " | " " | 900 | | | 1124 | 70 |
| | " | " " | 1125 | | | 2112 | 65 |
| | 17 | " " | 500 | | | 700 | — |
| | " | " " | 840 | 05 | | 600 | — |
| | 18 | " " | 157 | | | 447 | 28 |
| | " | " " | 126 | 18 | | 350 | " |
| | 20 | " " | 850 | | | 200 | |
| | 20 | " " | 675 | | | 560 | 38 |
| | 21 | " " | 1442 | 75 | | 100 | " |
| | " | " " | 1000 | | | 550 | " |
| | 22 | " " | 2223 | 25 | | 127 | 07 |
| | " | " " | 327 | | | 37 | 50 |
| | 23 | " " | 881 | 26 | | 80 | " |
| | 24 | " " | 1056 | | | 510 | 63 |
| | 25 | " " | 1677 | | | 875 | " |
| | " | " " | 150 | | | 115 | " |
| | " | " " | 1200 | | | 650 | " |
| | | | | | | 590 | " |
| | | | | | | 614 | 82 |
| | | | | | | 550 | " |
| | | | | | | 536 | 81 |
| | | | | | | 1020 | " |
| | | | | | | 15 | " |
| | | | | | | 2546 | 88 |
| | | | | | | 52 | " |
| | | | | | | 650 | " |
| | | | | | | 650 | " |
| | | | | | | 770 | " |
| | | | | | | 210 | 71 |
| | | | | | | 40 | |
| | | | | | | 647 | 09 |
| | | | | | | 250 | " |
| | | | | | | 1054 | 80 |
| | | | | | | 46 | 59 |
| | | | | | | 542 | 27 |
| | | | 21384 | 97 | | 17583 | 17 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 234 | | Forward | 3136 | 97 | Forward | 1783 | 17 |
| Feby 27 | To Cash | | 1283 | 91 | | 40 | |
| " | " | " | 684 | | | 500 | |
| | | | | | | 843 | 84 |
| | | | | | | 56 | . |
| | | | | | | 85 | . |
| ~~28~~ | " | " | ~~1000~~ | | | 537 | 40 |
| 28 | " | " | 995 | | | 618 | 52 |
| | | | | | | 12 | |
| 29 | " | " Balt | 1200 | | | 312 | 50 |
| " | " | " | 213 | 90 | | 357 | 90 |
| | | | | | | 500 | |
| Mar 1 | " | " | 2161 | 32 | | 91 | 61 |
| | | | | | | 929 | 55 |
| | | | | | | 556 | 88 |
| " | " | " | 524 | 18 | | 260 | . |
| | | | | | | 583 | 02 |
| 1 | " | " | 139 | 14 | | 300 | |
| | | | | | | 218 | 15 |
| 2 | " | " Balt | 1200 | | | 100 | |
| | | | | | | 324 | 61 |
| 3 | " | " | 886 | 92 | | 1020 | |
| | | | | | | 29 | 05 |
| " | " | " | 166 | | | 46 | 78 |
| | | | | | | 255 | |
| 5 | " | " Brady | 2000 | | | 200 | |
| | | | | | | 575 | 26 |
| 6 | " | " | 969 | 60 | | 22 | 23 |
| | | | | | | 570 | 50 |
| " | " | " | 357 | 23 | | 15 | 67 |
| | | | | | | 804 | 92 |
| 7 | " | " | 2000 | | | 180 | . |
| | | | | | | 1141 | 52 |
| 8 | " | " | 651 | 35 | | 206 | 10 |
| | | | | | | 150 | 00 |
| " | " | " | 950 | | | 500 | " |
| | | | | | | 235 | 22 |
| | | | 47569 | 72 | | 30656 | 30 |

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|---|---|---|---|---|---|---|---|
| 1860 | | Forward | 47569 | 72 | Forward | 30656 | 30 |
| | | | | | | 80 | " |
| Mar 9 | To | " | 1035 | " | | 1061 | 06 |
| | | | | | | 300 | " |
| " | " | " | 325 | | | 144 | " |
| | | | | | | 452 | 50 |
| 10 | " | " | 2754 | 82 | | 618 | 76 |
| | | | | | | 450 | " |
| 10 | " | " | 200 | 38 | | 273 | 95 |
| | | | | | | 509 | 63 |
| 12 | " | " | 1268 | 09 | | 583 | 88 |
| | | | | | | 373 | " |
| " | " | " | 2089 | 50 | | 7 | " |
| | | | | | | 17 | " |
| 13 | " | " | 1990 | 80 | | 601 | 56 |
| | | | | | | 500 | " |
| 14 | " | " | 1385 | | | 584 | 01 |
| | | | | | | 200 | " |
| 1 | " | Coll B. F. Mills | 21 | 78 | | 70 | " |
| | | | | | | 125 | 50 |
| 7 | " | Cash | 872 | " | | 425 | " |
| | | | | | | 416 | 37 |
| Feb 24 | " | " | 200 | " | | 581 | 42 |
| | | | | | | 300 | " |
| Mar 14 | " | " | 833 | | | 222 | 64 |
| | | | | | | 334 | 50 |
| | | | | | | 73 | 51 |
| | | | | | | 77 | 50 |
| | | | | | | 793 | 87 |
| | | | | | | 374 | 91 |
| | | | | | | 7 | 95 |
| | | | | | | 290 | " |
| | | | | | | 461 | 25 |
| | | | | | | 511 | 80 |
| | | | | | | 300 | " |
| | | | | | | 620 | 41 |
| | | | | | | 334 | 50 |
| | | | 61545 | 09 | | 43733 | 78 |

239

| | | | | | |
|---|---|---|---|---|---|
| Forward | 60545 | 09 | Forward | 43733 | 78 |
| | | | | 70 | 14 |
| | | | | 104 | 60 |
| | | | | 580 | 32 |
| | | | | 500 | " |
| | | | | 83 | 32 |
| | | | | 125 | 13 |
| | | | | 450 | " |
| | | | | 25 | " |
| | | | | 39 | " |
| | | | | 715 | 97 |
| | | | | 282 | 28 |
| | | | | 223 | 09 |
| | | | | 595 | 68 |
| | | | | 412 | 18 |
| | | | | 406 | 34 |
| | | | | 412 | 23 |
| | | | | 25 | 13 |
| | | | | 500 | — |
| | | | + 400-09 | + 314 | 76 |
| | | | 313 85 | 325 | — |
| | | | left out by clerk 400 92 | 408 | " |
| | | | 500,00 | 1100 | " |
| | | | | 25 | " |
| | | | | 32 | 50 |
| | | | | 125 | " |
| | | | | 146 | 35 |
| | | | | 10 | 50 |
| | | | | 146 | 80 |
| | | | | 15 | " |
| | | | | 30 | " |
| | | | | 799 | 77 |
| | | | | 567 | 77 |
| | 60545 | 09 | | 54945 | 50 |

239

| | | | | | | |
|---|---|---|---|---|---|---|
| Forward | 60545 | 09 | | Forward | 43733 | 78 |
| | | | | | 70 | 14 |
| | | | | | 104 | 60 |
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| | | | | | 715 | 97 |
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| | | | | | 223 | 09 |
| | | | | | 595 | 68 |
| | | | | | 412 | 18 |
| | | | | | 406 | 34 |
| | | | | | 412 | 23 |
| | | | | | 25 | 13 |
| | | | | | 500 | — |
| | | | | + 400-09 | + 314 | 76 |
| | | | | 313.85 | | |
| | | | | Leftonsley clerk 400.92 | 325 | — |
| | | | | 500.00 | 408 | " |
| | | | | | 1100 | " |
| | | | | | 25 | " |
| | | | | | 32 | 50 |
| | | | | | 125 | " |
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| | | | | | 799 | 77 |
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| | 60545 | 09 | | | 54945 | 50 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | Forward | 60545 | 09 | | Forward | 54945 | 50 |
| Mar 14 | To Balance | 602 | 37 | | | 462 | 50 |
| | | | | | | 500 | " |
| | | | | | | 645 | 43 |
| | | | | | | 587 | 68 |
| | | | | | | 477 | " |
| | | | | Feb 25 | Cost on drft on Adams $1400 | 1 | 43 |
| | | | | " 24 | Protest " " Nichols | 1 | 78 |
| | | | | 20 | Telegraphing fr N. Y. | 1 | 35 |
| | | | | Mar 9 | " 1.45 135 | 2 | 80 |
| | | | | | Check | 10 | 00 |
| | | | | | | 302 | 72 |
| | | | | | Protest Giddney & Hall | 2 | 06 |
| | | | | | Checks | 466 | 98 |
| | | | | | | 1024 | 08 |
| | | | | | | 163 | 18 |
| | | | | | | 473 | 51 |
| | | | | | | 1080 | 46 |
| | | 61147 | 46 | Mar 14 | 156 Vouchers ret.d | 61147 | 46 |
| Mar 15 | To Cash | 632 | 60 | " " | By Overcheck | 602 | 37 |
| " | " " | 1421 | " | | " Checks | 283 | 99 |
| | | | | | | 274 | 61 |
| " | " " | 650 | " | | | 258 | 70 |
| | | | | | | 301 | 66 |
| 16 | " " | 800 | " | | | 64 | 06 |
| | | | | | | 481 | 44 |
| " | " " | 313 | " | | | 928 | " |
| | | 3816 | 60 | | | 3194 | 83 |

241

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | Forward | 3816 | 60 | | Forward | 3194 | 83 |
| Mar | 16 | To Cash | 500 | " | | | 500 | 89 |
| | " | " " | 1513 | 69 | | | 800 | " |
| | | | | | | | 580 | " |
| | | | | | | | 816 | 73 |
| | | | | | | | 791 | 97 |
| | 17 | " " | 876 | " | | | 772 | 79 |
| | | | | | | | 357 | 75 |
| | " | " " | 412 | | | | 843 | 54 |
| | | | | | | | 700 | " |
| | " | " " | 623 | 69 | | | 19 | 66 |
| | | | | | | Discount on transaction | | |
| | 19 | " " | 1000 | | | with Herrick & Thatcher | 13 | " |
| | | | | | | 1/2 % Expenses | | |
| | " | " " | 1109 | 50 | Mar 19 | Balance | 460 | 09 |
| | | | 9851 | 46 | " | 17 Vouchers etc | 9851 | 46 |
| Mar | 19 | To Balance | 460 | 09 | | By Checks | 45 | " |
| | 20 | " Cash | 1582 | 46 | | | 15 | " |
| | | | | | | | 86 | 25 |
| | | | | | | | 692 | 49 |
| | " | " " | 508 | 75 | | | 450 | " |
| | | | | | | | 797 | 27 |
| | " | " " | 1581 | | | | 125 | 99 |
| | | | | | | | 52 | 50 |
| | 21 | " " | 3910 | | | | 701 | 27 |
| | | | | | | | 20 | " |
| | " | " " | 5087 | 50 | | | 899 | 34 |
| | | | | | | | 500 | " |
| | 22 | " " | 1080 | | | | 600 | " |
| | | | | | | | 439 | " |
| | " | " " | 866 | | | | 797 | 27 |
| | | | | | | | 573 | 89 |
| | " | " " | 600 | | | | 225 | 85 |
| | | | | | | | 711 | 92 |
| | 23 | " " | 1444 | 66 | | | 584 | 93 |
| | | | 15959 | 44 | | | 8267 | 97 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | Forward | | | 15759 | 44 | Forward | 8267 97 |
| March 23 | Do Each | | | 2309 | | | 5098 75 |
| | | | | | | | 612 . |
| | | | | | | | 514 76 |
| 24 | " | " | | 2089 | 85 | | 615 95 |
| | | | | | | | 514 97 |
| " | " | " | | 1546 | 20 | | 742 48 |
| | | | | | | | 499 45 |
| 26 | " | " | | 2931 | 75 | | 55 63 |
| | | | | | | | 719 13 |
| " | " | " | | 200 | | | 282 " |
| | | | | | | | 500 " |
| " | " | " | | 610 | 50 | | 562 " |
| | | | | | | | 200 " |
| 27 | " | " | | 2070 | | | 526 18 |
| | | | | | | | 579 19 |
| " | " | " | | 200 | | | 1541 19 |
| | | | | | | | 1119 40 |
| 28 | " | " | | 2985 | 92 | | 11 36 |
| | | | | | | | 3602 " |
| 29 | " | " | | 2562 | 50 | | 696 40 |
| | | | | | | | 652 40 |
| " | " | " | | 1578 | | | 501 65 |
| | | | | | | | 80 " |
| 30 | " | " | 1393. | 1393 | | | 369 24 |
| | | | | | | | 200 " |
| " | " | " | | 1540 | | | 381 38 |
| | | | | | | | 200 " |
| 31 | " | " | | 520 | | | 26 25 |
| | | | | | | | 1219 44 |
| April 2 | " | " | | 3491 | | | 311 44 |
| | | | | | | | 571 77 |
| " | " | " | | 691 | 53 | | 500 " |
| | | | | | | | 85 " |
| " | " | " | | 2112 | 92 | | 65 69 |
| | | | | | | | 400 " |
| 3 | " | " | | 1991 | | | 460 " |
| | | | | | | | |
| " | " | " | | 10 | | | |
| | | | | 47731 | 61 | | 20141 84 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | Forward | 47731 | 61 | Forward | 31141 | 87 |
| Mar | 26 | Thatcher | 100 | " | | 200 | " |
| | 28 | To Cash 1018 75 | 1018 | 75 | | 579 | " |
| | | | | | | 700 | " |
| | | | | | | 26 | 75 |
| | | | | | | 567 | 31 |
| Apr | 6 | " Proceeds of sales by J.S. Ambler | 15000 | " | | 175 | " |
| | | | | | | 478 | 74 |
| May | 1 | " Rollins Potter & Co. | 138 | 70 | | 678 | 68 |
| | | | | | | 463 | 96 |
| | | | | | | 556 | " |
| | | | | | | 490 | 26 |
| | | | | | | 705 | 86 |
| | | | | | | 1001 | 41 |
| | | | | | | 550 | 30 |
| | | | | | | 216 | 25 |
| | | | | | | 500 | " |
| | | | | | | 736 | 05 |
| | | | | | | 300 | " |
| | | | | | | 567 | 60 |
| | | | | | | 659 | 40 |
| | | | | | | 92 | 15 |
| | | | | | | 575 | 52 |
| | | | | | | 25 | 57 |
| | | | | | | 572 | 10 |
| | | | | | | 62 | 05 |
| | | | | | | 500 | " |
| | | | | | | 640 | 92 |
| | | | | | | 633 | 14 |
| | | | | | | 457 | 50 |
| | | | | | | 297 | 40 |
| | | | | | | 630 | 86 |
| | | | | | | 722 | 21 |
| | | | | | | 468 | 42 |
| | | | | | | 713 | 13 |
| | | | 63989 | 06 | | 46399 | 53 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Forward | 63989 | 06 | | Forward | 46399 | 52 |
| | | | | | 240 | 03 |
| | | | | | 500 | " |
| | | | | | 275 | 37 |
| | | | | | 407 | 20 |
| | | | | | 545 | 62 |
| | | | | | 99 | 30 |
| | | | | | 432 | 50 |
| | | | | | 750 | " |
| | | | | | 45 | " |
| | | | | | 25 | 70 |
| | | | | | 750 | " |
| | | | | | 750 | " |
| | | | | | 862 | 50 |
| | | | | Aft on R. B. Bell & Co. ret^d | 1200 | " |
| | | | | Protest | 1 | 53 |
| | | | | Aft on Rice & Davis ret^d | 2000 | " |
| | | | | " " Thatcher " | 1000 | " |
| | | | | Exchge 20% Protest 85 | 20 | 85 |
| | | | | Aft on Thatcher, Dollner Potter & Co. ret^d | 4700 | " |
| | | | | " " Dollner & Co. | 1400 | " |
| | | | Mar 28 | Tel 1.35 do 1.55 | 2 | 90 |
| | | | 31 | " | 1 | 35 |
| | | | | Protest fees Gibney & H | 2 | 06 |
| | | | Apr 2 | Tel | 4 | 15 |
| | | | Mar 19 | ~~Collin Lyons & Co~~ | 50 | " |
| | | | | Aft on Dow, Dorr & Co | 2000 | " |
| | 63989 | 06 | | | 64415 | 58 |

2 45

| | | | | | |
|---|---|---|---|---|---|
| | Forward | 63989 06 | | Forward | 64415 58 |
| Apl 23 | Balance | 3426 52 | | Aft on Gibney & Wall | 2000 " |
| | | | Apl 23 | " " " | 1000 " |
| | | 67415 58 | | 104 Vouchers ref. | 67415 58 |
| | In Additions to 104 Vouchers also | | | Balance | 3426 52 |
| | 9 Draft returned amounting | | May 1 | Amount received from | |
| | to $14.300 | | | Dollard Bates & Co credited | |
| | | | | erroneously | 135 70 |
| | | | | Total | 3562 22 |
| | | E & OE | | Chicago July 30th 1864 | |

E. I. Tinkham & Co.
per L. B. Meyer

1565.22
1500
3565 22

247

1 What is your name, age, occupation and residence, and do you know the parties to this suit respectively?

Ans My Name is August Wm Bruning I am 33 years of age, am Deputy Sheriff, and reside in Chicago. I know all the parties to this suit except D. Fletcher. I know him by reputation.

2 Were you acting in any other official capacity in the months of January and February 1860. and if so what.

Ans I was. I was a Justice of the Peace for Cook County Illinois.

3. Look at the paper writing now shown to you marked, defendants Exhibit A. and State by whom, the same is executed.

Ans I have looked at the said writing. It was executed by John H. Cook, Rowland Ellis & Robert L. Hatcher.

4 Were you present at the execution thereof, by them. or did they acknowledge the same before you. at any time. and where fully.

Ans Robert L. Fabian was before me to acknowledge the execution of the instrument on the day the certificate bears date - I after that brought it over to the Store of Carl Fabian & Co. on South State Street, and I gave it either to Mr. Ellis or Mr Cook. I don't recollect which. told them I had acknowledged it, and left it with them in an Envelope - I don't know whether they were all present or not, it is so long ago.

5 - What writing is indorsed on the back of the instrument.

Ans There is written and printed on the back of it my certificate of the acknowledgement of the instrument.

6. Are you acquainted with the hand writing of the persons whose names are signed to the instrument as mortgagors. have you ever seen them write, and how often.

Ans I am acquainted with their hand writing I have seen them write I saw in their employ and saw them writing every day.

7 From your knowledge of their hand writing what is your opinion as to the signatures attached to said instrument

Ans They signed that instrument. James John H. Cook

Rowland Ellis and Robert L Fabian.

8 Look at the paper writing now shown to you marked Complainants Exhibit C. and State if you know by whom the same is signed, and by whom indorsed.

Ans It signed by Mr Ellis in the firm name and indorsed by Robert L Fabian.

Cross Ex by Mr Bonney in behalf of defendant Corl only, the other defendants appearing by Mr Arrington and waiving Cross examination.

1x Do you state that Fabian only appeared before you on the day of the date of your certificate on the back of the mortgage and acknowledged the same, and that you shortly after filled up such certificate and delivered the mortgage to Corl or to Ellis, but cannot tell which of the two.

Ans That is what I state —

2+ Do you not remember that at the date of your certificate, and for two or three days about that time the defendant Corl was absent at Milwaukie, or at all events absent from the City.

Ans I believe I was about that time either shortly after or a little time befor I dont remember exactly.

3X Is it not your best recollection that you delivered the mortgage to Mr Ellis.

Ans I believe I did

4X Then as far as you know, defendant Card did not acknowledge the mortgage before you.

Ans I could not say positively whether he did or not.

Re-Direct

1 At the time you put your certificate on the mortgage whose signatures were subscribed to it as executing the same.

Ans All three of the parties.

Sworn to & subscribed before me this 28th day of May 1861.

L. C. A. Freer
Master in Chancery

Augustus Bruning

# Defts Exhibit A

This Indenture. Made and entered into this tenth day of January in the year of our Lord One thousand eight hundred and sixty Between John H. Corl. Rolland Ellis and Robert L Fabian of the County of Cook and State of Illinois party of the first part; and Henry L. Forrest of the same place party of the second part: Witnesseth. That the said parties of the first part for and in consideration of the sum of Five Thousand Dollars Dollars in hand paid (the receipt whereof is hereby acknowledged), do hereby grant. sell. convey and confirm unto the said party of the second part his heirs and assigns forever. All and singular the following described Goods and Chattels, to wit:

One Alcohol Still.

Column. Goose. Worm - Steam Engine Boiler - ten tubs and appurtenances. together with the building in which they are contained. Known as the Alcohol Distillery of Corl. Fabian & Co. & situated on the property rented by the parties of the first part of the Chicago Dock and Canal Company at the foot of North Water Street next and adjoining that rented to J. H. Reid & Co.

Together with all and singular the appurtenances thereunto belonging, or in any wise appertaining: To have and to hold the above described goods and chattels, unto the said party of the second part, his heirs and assigns forever.

Provided always and these presents are upon this express condition, that if the said Col. Fabian Ellis, his heirs, executors, administrators or assigns, shall, on or before the first day of April A. D. one thousand eight hundred and sixty one, pay or cause to be paid, to the said Henry L. Forrest or his lawful attorney or attorneys, his, executors, administrators or assigns, the sum of Five Hundred Dollars, together with the interest that may accrue thereon, at the rate of ten per cent per annum, from the tenth day of January A. D. one thousand eight hundred and sixty until paid, according to the tenor of a certain promissory note of even date herewith, that then and from thence forth, these presents, and everything herein contained shall cease and be null and void: anything herein contained to the contrary notwithstanding.

Provided also, That the said Henry L. Forrest may retain the possession of, and have the use of said goods and chattels, until

253. the day of payment aforesaid: and also at his own expense to keep said goods and Chattels: And also at the expiration of said time of payment, if said sum of money, together with interest as aforesaid, shall not be paid, to deliver up said Goods and Chattels, in good condition to said Cor. Fabian O'Ellis or their heirs executors, administrators or assigns.

And Provided Also, That if default in payment as aforesaid, by said parties of the first part shall be made, or if the said party of the second part shall at any time before said note becomes due, feel himself unsafe or insecure, that then the said party of the second part or his attorney, agent, assigns, heirs, executors or administrators shall have the right to take possession of said Goods and Chattels, wherever the same may or can be found, and sell the same at public or private sale, to the highest bidder for Cash in hand, after giving thirty days notice of the time and place of said sale, together with a description of the Goods and Chattels to be sold, by at least twenty advertisements posted up in public places in the vicinity where said sale is to take place and proceed to make the sum of money and interest promised as aforesaid, together with

all reasonable costs charges and expenses in so doing; and if there be any overplus, shall pay the same without delay to the said parties of the first part or their legal representatives.

In Testimony Whereof, the said parties of the first part have hereunto set their hands and affixed their seals the day and year first above written.

Signed, sealed & delivered in presence of

John H. Cook (seal)
Rowland Ellis (seal)
Robt L Fabian (seal)

State of Illinois
Cook County } ss I Augustin Bruning a Justice of the Peace in and for said County do hereby certify, that this mortgage was duly acknowledged before me by the above named John H. Cook, Rowland Ellis, and Robt L. Fabian this eight day of February A.D. 1860.

Augustin Bruning (Seal)
Justice of the Peace

Endorsed State of Illinois
County of Cook } ss 31352
This instrument was filed for Record the fifth day of April at the hour of 8 p.m. o'clock 1860
And duly recorded in Book 21 of C. M. Page 262. Wm L. Church Clk.

$5000. Chicago Jany 10th 1860.

On 1st day of April 1861. after date we promise to pay to the order of R. L. Fabian.

Five Thousand Dollars

with interest at rate of 10 per cent per Ann.

Value Received
Cook Fabian Co.

Endorsed Robt L Fabian
No 1 Due

255

# Andrew J. Brown.

1. What is your name, age, occupation and residence and do you know the parties to this suit?

Ans My name is Andrew J. Brown, I am 40 years of age, an atty at Law by profession and residence in Chicago, I know all the parties to this suit.

2 Have you in your possession the Books of account of the late firm of Forrest Bros & Co.

Ans I have

3. Have you examined those books and can you state from that examination what was the state of account between Corl Fabian & Co. and that firm, on the 10th Jany 1860. If so state.

(Yt objected to by Solr of Deft Corl, from the fact as alleged, that no ground has been laid for introducing the said books)

Ans I have examined said Books and can state. - I find that Corl. Fabian & Co. were indebted to Forrest Bros & Co. on that day thirteen thousand dollars and upwards. for bills discounted. The Books are here present.

(Arrington Solr objects to the interrogatory & answer unless the said Books shall be produced on the hearing)

4 Did Forrest Bros & Co at that time, and for some long prior to that time keep an Clerk.

Ans They did not at that time, nor for a year prior Kept a Clerk.

5 With whom did you Kept your accounts at and prior to that time.

Ans with Forrest Bros & Co.

6 Have you had a settlement of your accounts with them, from those books introduced by you. in evidence and how did you find such account.

Ans I have had a settlement with them from the Books referred to. I always found the account Correct.

7 What was the amount of indebtedness of Carl. Fabian & Co. to the late firm of Forrest Bros & Co at the commencement of this suit.

Ans Twenty thousand dollars or about that.

Cross Ex by Downey Solr.

1X Were you one of the attorneys of the Complainants.

25·8

Ans I was not in this suit. Was frequently employed by them.

2 X What was the business or occupation of the young man in the employ of Forrest Bros & Co. for some months prior to the 4th April 1860.

Ans I do not know of any one being engaged except as young lad as book messenger.

3 X Do you state the amount of indebtedness from your own knowledge, or otherwise, or from the Books

Ans From the Books, Conversations with Forrest Bros & Co & Col Fabian & Co.

4 X Has there been any settlement since the commencement of this suit, of any claims of Forrest Bros & Co against Col. Fabian & Co or any of them and if so what was included in that settlement.

Ans Negotiations have pending, and terms of settlement have been agreed upon. The negotiation was between Samuel Johnston brother in Law of Fabian in behalf of Col. Fabian & Co. and the Complainants, representatives of the late firm of Forrest Bros & Co.

5 X Have those terms been complied with in whole or in part

Ans They have been complied with in part.

6 × What claims or demands are included in that settlement, and to what extent have the terms thereof been complied with.

Ans The five Thousand dollar note and Mortgage referred to by the witness Bruning, is to be held by ~~the witness~~ Forrest Bros & Co. or their representatives against the property mortgaged only, the personal liability of the mortgagors to the amount of the note under the negotiation to be released, and all other claims were included in the settlement. In compliance with the terms of the negotiation, Samuel Johnston has paid as I understand $1500 to Isaac Buchanan & Co. and is to pay $1500 more to said Buchanan & Co. and is also to deliver a deed of Fabian & wife of a lot on South Clark St. ~~[illegible]~~ and also a lot near Lake View. to Isaac Buchanan or Buchanan & Co. and is also to deliver a Deed of Fabian & wife of 38. lots in Blocks 8 & 12 Brands addition to Chicago. to the assignees of Forrest Bros & Co.

Arrington Solr. for the other defendants propounded the same cross intg. as above to the witnesses which were answered in the same

259 manner as above.

Cross exit by Arrington Solr.

1 X State more definitely what was the arrangement referred to by you above as to the $500 note and mortgage, and as between Col. Fabian & Co. and the Executors of Forrest.

Ans That note & Mortgage was to be left out of the settlement, and on their complying with the above terms all other claims against Col. Fabian & Co. were to be settled.

2 X Was there any arrangement made as to what was to be done in regard to this note & Mortgage, in case the Complainants in this suit did not succeed in the present suit against Pinkham & Ambler.

Ans I dont Know of any arrangement being made in the contingency inquired of.

3 X Has not Johnston, or some one else, agreed to pay the $500 Mortgage in question, to the Complts in this suit.

Ans Not to my knowledge.

4 X Was it contemplated in the settlement to which

You referred, that in case the Complts the Executors failed to make the mortgage stand as against the property, then Gordon Fabian & Co. should be discharged from the indebtedness in the note & Mortgage.

Ans It was not so contemplated.—

5th Do you wish to be understood as meaning that there is no arrangement, agreement & understanding between the Complts and said Johnston or Gordon Fabian & Co. in relation to the said five thousand dollars Mortgage & the settlement between them about which you have testified.

Ans I mean it to be understood.

6th Do you know whether or not said Chattel Mortgage or the proceeds thereof has been assigned to any person by the said Henry L. Forrest or his representatives.

Question withdrawn by Defts Solrs.

7th At what place did this arrangement, settlement to which you have referred take place, and who were present at the time.

Ans It took place at my office by Randolph & Co.

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Chicago. There were present Mr Johnston & myself. I had many different interviews, and Mr. Thomas L. Forrest was present. No one else present that I remember.

8 X Was not the arrangement. the settlement of which you have spoken above, to stand as a full and final settlement of all claims against Col. Fabian & Co.

Ans I suppose it was.

9 X Is that settlement or arrangement was there any exception of any claim, but the part of Forrest against Col Fabian & Co.

Ans The note of $5000 secured by mortgage was left out of this settlement, and was to be held by Forrest Bros & Co.

10 X What was to be done with that note of $5000 you have just named.

Ans Forrest Bros & Co. or their representatives expected to collect it out of said secured property.

11 X If they did not collect it out of that property what was to be done with it then.

Ans Nothing was agreed upon with regard to it. Forrest Bros & Co. supposed it to be well secured and that it would be collected, and knowing that Corl. Fabian & Co. had failed, they supposed it would be lost if not collected out of that property.

(Compts Sol. objects to the answer as being supposititious)

12X If the $5000 was collected out of the property secured as you have stated was it by the said agreement to be credited to Corl. Fabian & Co.

Ans It would go in payment of so much of their indebtedness, that they were then owing, for $5000, to apply.

13X If not collected was the $5000 then to stand against Corl. Fabian & Co.

Ans Yes Sir.

14X Was it stated in that arrangement how this $5000 was secured on good property.

Ans I dont know that it was.

15X Was that agreement reduced to writing.

Ans No Sir.

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I am made to say in said answer "that the $5000 note and mortgage referred to by the Witness Bruning is to be held by Forrest Bros & Co or their representatives, against the mortgaged property, only, the personal liability of the mortgagors to the amount of the note, under the negotiation to be released" I want to strike out all above quoted after the word against, so that the answer shall read, that the note and mortgage is to be held by Forrest Bros & Co. and was excluded from said settlement, all other indebtedness of Corl Fabian & Co. to Forrest Bros & Co. included in the settlement.

Mr Bonney Solr. for Deft Corl resumes the Cross Ex.

1 X Did you not believe the answer you have modified to be true, when you stated it this morning.

Ans I did not think that I stated the answer as it was written. I was stating my own supposition, that we should collect the amount out of that property. I did not suppose there was any doubt about it.

2 X From what did you form that supposition and was not that the supposition of the other parties

present at the settlement, answer to the best of your knowledge and belief.

(Int objected to by Compts Solr)

Ans The note and mortgage was supposed to be legal and to be secured on property sufficient to secure the payment of the same. I think the other parties entertained the same opinion.

3x Did you act as the Attorney for the Compts. in that settlement.

Ans Yes I did.

4x To the best of your knowledge, understanding and recollection of that settlement does not your answer to Corls 6x Int. state the intention correctly of all the parties thereto, as to the manner and extent in and to which the note and mortgage were to be held.

Int objected to by Compts Solr.

Ans I think it states what was the expectation of the parties that the note would be so paid - I should think that it was the intention of Mr Johnston, that the property would pay the note. I cant say as to the intention of Mr Johnst. we all acted under the expectation that the property would pay the note. The note was expressly left out of the settlement, it was the understanding that it should be.

5x What was said about leaving the note & mortgage out of the settlement. and what reasons if any were assigned therefor.

Ans The note being secured was considered worth the

amount due thereon and that it would pay so much of Carl Fabian & Co and attorneys and Forrest Bros & Co retained it as worth so much.

6 X What was said pending the settlement about Tinkhams & Amblers claim.

Ans I do not know that any thing was said in particular about it.

7 X Did not Counsel agree that if that settlement was made they would not trouble Fabian with or about any claims they had against him or Carl Fabian & Co either civil or criminal.

Ans I think that was the understanding.

8 X Was any right to proceed against Carl Fabian & Co or any of them in any contingency reserved from that settlement, if you answer in the affirmative state the terms on which that reservation was made. and the reason given for making it if any.

Ans I do not know that there was any such right reserved, except that note was held by Forrest Bros & Co which was expected to be paid out of the property which secured the same.

9 X What was the date of this settlement.

Ans I should think it was about six weeks or two months ago

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10 X Was defendant Cook present during the process of this settlement.

Ans He was not.

Direct resumed

1 Has there been a settlement or only an agreement to settle which, is yet to be evidenced by writings to be drawn up and signed by the parties.

Ans There has only been an agreement verbally entered into upon terms which the parties expect to carry out. Nothing has been said about writings, except that the attorneys of Fabian have advised that the papers be drawn up, expressing the intention of the parties. which has not yet been done

Re X Ints by Bonney Solr.

1 X Mention how far the agreement has been. and how far it remains to be executed.

Ans I know nothing except that I have heard that $1500 has been paid to Buchanan & Co.

Sworn to and subscribed before me this 28th day of May A.D. 1861.

L. C. S. Freer
Master in Chancery

A. J. Brown

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I. L. C. Paine Freer Master in Chancery of Cook County State of Illinois do hereby certify, that at my office in the City of Chicago. on the 28th day of May A.D. 1861. Appeared the said defendants Tinkham & Ambler by their Solicitor Arrington — The Compts by their Solicitor Burgess and Chas C. Bonney for Deft Corl, as recited at the foot of the notice hereto annexed, and thereupon the said defendants proceeded to examine the witness John B. Meyer upon the interrogatories foregoing, the Compts and said Bonney Solr waiving and declining to cross examine, and the said Compts proceeding to examine the witnesses Bruning & Brown upon the direct interrogatories, and the defendants Tinkham & Ambler to cross examine said witnesses, and said Solr Bonney also to cross Ex as Amicus Curiae. The said witnesses have been respectively duly sworn according to Law. The said depositions to be use on the trial of said Cause, subject to legal exception, the deposition of said Meyer on the part of the defendants Tinkham & Ambler and the deposition of the witnesses Bruning & Brown on the part and behalf of the Complainants, which I herewith return with Exhibits

L. C. Paine Freer
Master in Chancery
Cook County

And afterwards, to wit on the said 26th day of June in the year aforesaid, said day being one of the days of the June term of said Court. the following among other proceedings. was had in said Court and entered of record to wit.

Forrest et al
vs.
Tinkham et al. } Bill Original & Supplimental.

And now at this day come the parties to this suit respectively by their respective Solicitors & this cause is now brought on for final hearing & is heard upon the Original Bill as amended & supplimental bill filed herein. the answers thereto & Replications. the stipulations of the parties & the several Depositions of Witnesses taken respectively ~~by~~ for the plaintiffs & defendants herein & the Exhibits accompanying the same & on file in the cause having been read to the Court. which are Depositions taken before L C P Freer Master in Chancery. filed August 23. 1861. Before F K Martin Commissioner filed March 21. 1861. before L C. P Freer Master &c respectively & filed May 13. 1861. & June 26. 1861. And after argument had the Court now here being fully advised in the premises doth order the Bill of Complaint to be dismissed at Complainants costs.

To which ruling the Complainants then &

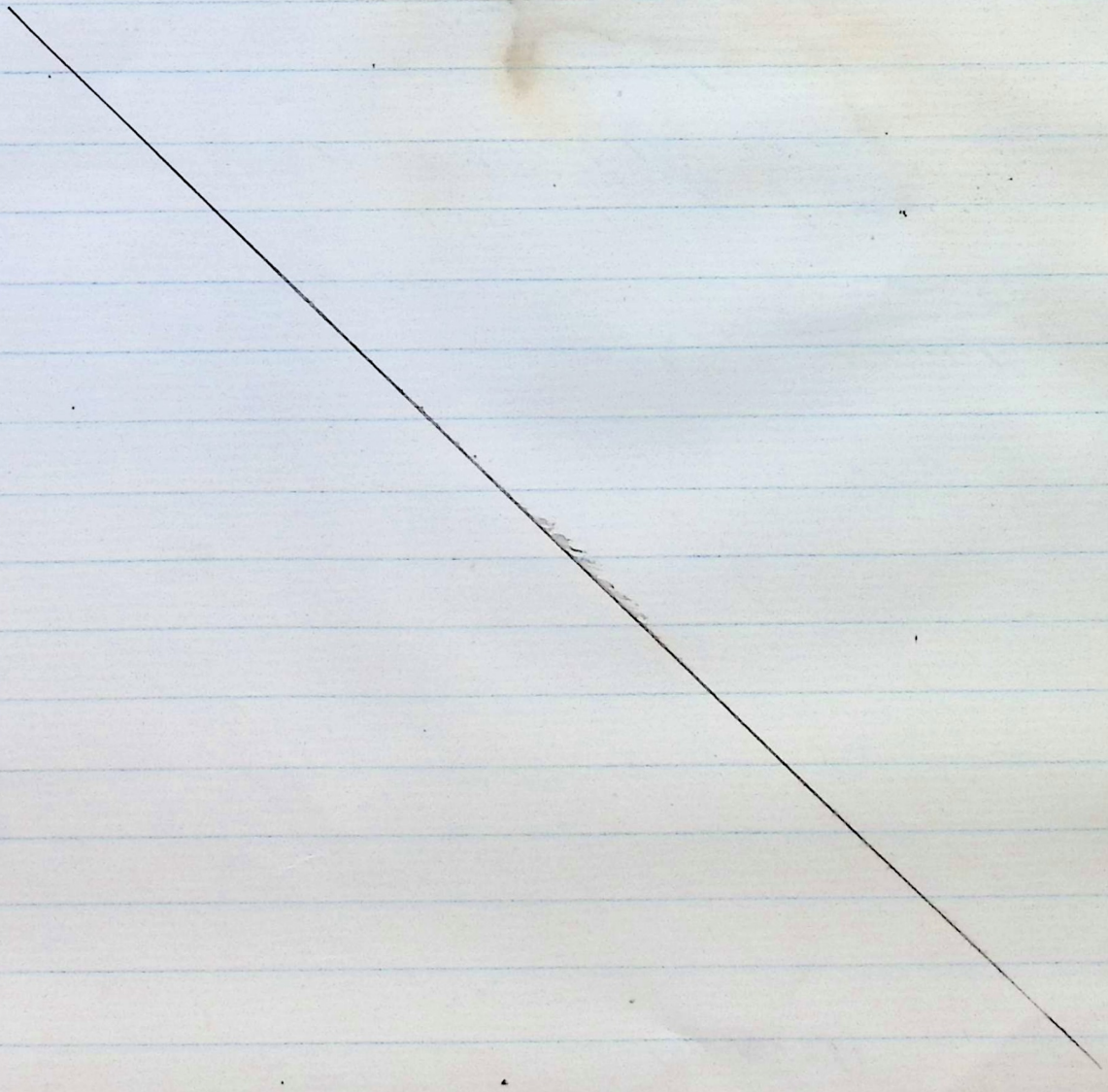
their exceptions

It is therefore ordered that the Defendants recover their costs in this case to be taxed, to be paid out of the Estate of said Henry L Forrest in due course of administration.

And thereupon the said John H Cord by his counsel comes and submits his motion for leave to file his Cross Bill in this cause, which motion being considered is thereupon overruled by the Court.

~~And afterwards to wit on the twenty sixth day of June in the year aforesaid there was filed in the office of the Clerk aforesaid, certain Depositions in words and figures as follows to wit~~

Stricken out by H. H. Cord



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State of Illinois
Cook County } S.S.

I, Walter Kimball Clerk of the Superior Court of Chicago, in and for said County, do hereby certify that the foregoing is a full true and complete transcript, of all the papers on file in my office, and the proceedings entered of record in said Court, in a certain cause wherein Forrest et al are complainants and Edward I Tinkham et al, defendants.

In testimony whereof I hereunto subscribe my name, and affix the Seal of said Court, at the City of Chicago, in said County this 12th day of August AD 1861 Walter Kimball Clerk

Seal a supersedias be awarded. And the injunction temporarily granted in the court below be revived till the further order of the Supreme Court in the premises upon the plaintiffs in Error filing bond in the penal sum of fifteen hundred dollars with Jos K C Forres surety.

I. S. Caton

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In the Supreme Court of the State of Illinois. Of April Term A.D. 1862 —

Thomas L. Forrest & Philip R. Forrest. Exrs &c of Henry L. Forrest
vs
Edward I Tinkham — John C. Ambler, Robert L. Fabian, John H Corl, Rowland Ellis, Tarleton Jones & Lowell Fletcher Defts

Error to the Superior Court of Chicago —

And now come the Plaintiffs in error by W. T. Burgess their Attorney and as such executors as aforesaid say that in the record proceedings & judgment aforesaid there is manifest & material error appearing of record therein in this that the said Court dismissed the said Original & Supplemental bills and rendered a decree against the said complainants — whereas the court should have rendered a decree for the complainants granting them as such executors as aforesaid the relief upon their case alleged & proved — & for other error material & of record therein —

Wherefore they as &c pray that the decree of the court below be reversed, and they restored to all things to all things which they as &c have lost by occasion thereof &c

W. T. Burgess
Pfp atty

Joinder in error by defendant Lord;

And thereupon comes the said John H. Lord by Charles C. Bonney his counsel and says that there is no error, either in the record and proceedings aforesaid, or in the rendition of the decree aforesaid; and the said John H. Lord prays that the decree aforesaid, in form aforesaid given may be in all things affirmed &c.

Charles C. Bonney
for defendant
Lord

And the said Edward S. Tinkham John C. Ambler, Tarleton Jones and Lovell Butcher come by their attys. and say that there is no such error as is above alleged, wherefore they pray the decree may be affirmed, &c. Arrington & Dent
attys. for said defts.

~~113~~ 103 103

~~Edward J. Tin~~

Philip R. Forrest
impleaded &c.

vs

Edward J. Tinkham
& others.

Filed October 1st 1851
L. Leland
Clerk

Approved by C.H.