

12112

No. _____

Supreme Court of Illinois

Powers.

vs.

Green.

71641  7

Supreme Court

John J. Green

vs

Lidney Powers

Of the term of June in the year of our
Lord One Thousand Eight Hundred &
Fifty Three.

Afterwards, To-wit, on the day of
in this same term before the justices
of the Supreme Court of judicature of
the people of the State of Illinois at
the Court House in the town of Ottawa
comes the said Lidney Powers by Samuel
Woodlidge his Attorneys, and says that
in the proceedings aforesaid and also
in giving the judgment aforesaid,
there is manifest error in this

That the ~~verdict~~ judgment aforesaid
by the record aforesaid appears to have
been given for the said John J. Green
against the said Lidney Powers; whereas
by the law of the land the said judg-
ment ought to have been given for
the said Lidney Powers against the
said John J. Green: And also there
is error in this

That the Court gave the ^{third & fourth} ~~following~~ instructions on the part of the Court John J. Green, which the defendant by his counsel objected to; and also there is error in this.

That the Court refused the motion for a new trial; and also there is error in this.

That the verdict of the jury is against the law and the evidence.

The Court erred in excluding & rejecting evidence offered by Plaintiff Appellant Sidney Peters.

The Court erred in excluding evidence offered by appellee.

The Court erred in giving instructions asked by appellee.

The Court erred in refusing to give instructions asked by appellant.

- Arnold & Larson &
Woodhull
Attys for Appellee

And now comes said appellee
by Thomas Wayne his attorney and says
that in the record and proceedings in the
above cause there is no error And
no such error as is assigned by said
Appellant & therefore says an affirmation
of said Judgment of the Court

Th. Wayne
for appellee

Assignment
of errors.

Filed June 14th
1853.

L. Leland Clerk,
By P. H. Leland
Sdy.

United States of America
State of Illinois
DuPage County } set

Shews before the Honorable Hugh
Henderson Presiding Judge of the Eleventh Judicial
Circuit in the State of Illinois at a circuit Court in
and for the County of DuPage in said Judicial Circuit
began and held at Naperville in said County on Monday
the Eighteenth day of October in the year of our
Lord one thousand eight hundred and fifty two
and of the Independence of the United States of
America the seventy seventh

Present The Honorable
Hugh Henderson Judge
Sherman Whorren States Attorney
Charles R. Parmelee Sheriff of said County
Attest John J. Riddler Clerk

Be it remembered that on the first day of July
A.D. 1852 there was filed in the Office of said
Court the following Declaration to wit

State of Illinois
DuPage County (in Court) } of the September Term A.D. 1852
Sidney Powers the Defendant
in this suit was summoned to answer John J. Green
the Plaintiff in this suit of a plea whereof he
took the goods and chattels of the said John J. Green
and unjustly detains the same until & and thereupon
the said John J. Green by Hume & Murray his
Attorneys complains for that the said defendant
on the 30th day of June in the year of our Lord
one thousand eight hundred and fifty two at

Naperville in the County of DuPage took the goods and chattels to wit

6.	Sofa Bottomed Chairs	1	Clothes Cupboard
1-	" " " Saving "	1	Small Bureau
1-	" " " Rocking "	1	Stud Licking Bolt
9	Cane " "	1	Stove
1	Armed " "	1	Box Stove and Drum
1	One leafed Parlor Table	5	Lengths of Stove Pipe
3	Stands without leaves	1	Book Case
2	Cases of Drawers	1	Vounges
1	Leather Covered Trunk	1	Parlor Stove
1	French Bedsteads	1	Pair Shovel & Tongs
4	Pieces of Carpets two pieces	1	Two leafed Dining Table
	of them of about 16 yards	1	Silver Washed Waiter
	each & two pieces of about	1	" " Fruit Dish
	eight yards each	1	Metallic Teapot
1	Two leafed Stand	1	" Creamer
2	Sets China Tea Saucers	1	" Sugar Bowl
2	" Dining Plates	4	Glass Sauce Dishes
1	China Tea pot	1	Bottle partly filled with Cologne
1	" Sugar Bowl	2	Sets White Wash Bowls & Pitchers
1	" Creamer	2	Chamber Vessels
1	Craster	1	Table Spread
1	Knife Box	2	Sets China Sauce Dishes
1	Molasses Cup	13	Pairs Boys Buck Mittens
7	Flowered Tea Chest	14	" Red Color Mens Gloves
1	Feather Bed	35	" Mens Mittens
1	Cumber Wagon	15	" " Gloves Black
1	Double horse Harness	18	" " Mollen Gloves
1	Single Sutter	14	" " Socks
1	Dark Bay Mare	2	Solar Lamps
1	Light " Mare	1	One Horse Harness

9 Linen Table Spreads	6 . Null Window Curtains
9 " Shirts	2 figured Cotton Bed Spreads
18 " Towels	1 " " Stand Spread
10 " Napkins	12 Linen Stand Spreads
6 " Pillow Cases	9 Large Sized Mirrors
1 Hair Bottomed & Backed Sofa	1 Two Horse Buggy Wagon

of the said John & Green of great value to wit. of the value of Eight Hundred dollars and unjustly detains the same untill 4c and also for that said Defendant on the Thirtieth/30 day of June in the year of our Lord One thousand eight Hundred and fifty two at Asperiville in the County of DuPage detained the goods and chattes of him the said John & Green (to wit)

6 Sofa Bottomed Chairs	1 Silver Washed Water
1 " " Dining "	1 " " Fruit Dish
1 Armchair	1 Metallic Easport
1 one leafed Parlor Table	1 " Creamer
2 Stands without leaves	1 " Sugar Bowl
2 Cases of Drawers	6 Glass Sauce Dishes
1 Leather covered Trunk	1 Bottle partly full with Cologne
1 French Bedstead	2 Sets White Wash Bowls & Pitchers
4 Pieces of Carpets two pieces	2 Chamber Vessels
of them about 16 yards	1 Table Spread
each & two pieces of about	2 Sets China Sauce Dishes
8 yards each	2 " Dining Plates
1 two leafed Stand	1 China Easport
1 Clothes Cupboard	1 " Sugar Bowl
1 Small Bannan	1 Sofa Bottomed Rocking Chair
1 Spring	9 Pine " Chairs
1 Parlor Stove	1 China Creamer
1 Pair Shovel and tongs	1 Caster
1 Low leafed dining Table	1 Knife Box
	1 Molasses Cup

1 Flowered Japan Tea Chest	2 Solar Lamps
1 Feather Bed	1 one Horse Harness
1 Lumber Wagon	9 Linen Table Spreads
1 Two Horse Buggy Wagon	9 " Sheets
1 " " Harness	18 " Towels
1 Cutter	10 " Saphins
1 Dark Bay Mare	6 " Pillow Cases
1 Light " Mare	6 Mull Window Curtains
1 Stud Sucking Colt	2 fringed Cotton Bed Spreads
1 Stove & Box Stove and the	1 " " Stove "
Drum belonging to it	12 Linen " "
5 Lengths of Stove Pipe	
1 Hair Bottomed & Backed Sofa	
9 Large sized Mirrors	
1 Book Case	
13 Pairs of Boys Buck Mittens	
60 " " Mens " Gloves black color	
33 " " " " Mittens	
15 " " " " Gloves Black color	
18 " " " " Wollen	
14 " " " " Socks	

of the said Plaintiffs of great Value to wit
of the Value of Eight Hundred dollars and now
unjustly detains the same &c and the said Plaintiff
is now lawfully entitled to the possession thereof
Wherefore the said Plaintiff saith he is injured
and hath sustained damages to the amount of
one thousand dollar and therefore he brings his
Suit &c

Hayne & Mung
Atty for Plaintiff

and thereafter on the 18th day of Oct. A.D. 1852
the following Pleas were filed in the Office of
the Clerk of said Court viz

Sidney Powers

vs
John T Green } of the October term A.D. 1852 of the DuPage
County Circuit Court State of Illinois

1st plea

And the said Sidney Powers Defendant by Earned
Woodbridge & Son his Attorneys comes and defends the
wrong and injury when &c & well avows the taking of the
said goods and chattels in the said declaration mentioned
in &c and justly &c because he says that at the May
term of the Cook County Circuit Court began and
held in Chicago in said County of Cook in said State
of Illinois on the first Monday of May A.D. 1852 Francis
B. Cooley, Elisha S. Wardsworth & John V. Farwell by the
consideration and judgement of the same Court recovered
against one Charles H. P. Lyman the sum of four hundred
and fifty eight ⁷⁸/₁₀₀ Dollars for the damage for which
the said Cooley, Wardsworth & Farwell had sustained as
well by the non performance of certain promises and
undertakings before that time made by the said Lyman
to the said Cooley, Wardsworth & Farwell as for the costs
& charges by the said Cooley, Wardsworth & Farwell in and
about that suit laid out & expended which was
adjudged to the said Cooley, Wardsworth & Farwell in and
by the said Court whereof the said Lyman was convicted
as by the record and proceedings thereof still remaining
in the office of the Clerk of said Court in said
City of Chicago will more fully appear

And the said defendant further saith that
the said Cooley, Wardsworth & Farwell afterwards to wit

on the thirty first day of May A D 1852 such and pursuant
out of the said Cook County Circuit Court a writ of
fiat facias directed to the Sheriff of DuPage County
that being the same County in which the said Lyman
resides by which said writ the said Sheriff of DuPage
County was commanded that of the lands and tenements
goods chattels of the said Charles H P Lyman which
should be found in his County he should cause to
be made the sum of four hundred and fifty
dollars and thirty eight cents which the said Cooley
Nardsworth & Farwell had so recovered against the said
Lyman for their damages and also the further sum
of eight dollars and forty cents which were adjudged
to the said Cooley Nardsworth & Farwell for their costs
and charges in that behalf expended and that he the
said Sheriff of said DuPage County should have
those monies ready to render unto the said Cooley
Nardsworth & Farwell in ninety days from the date
of the said writ as by the said writ under the seal
of the said Court and tested by the Clerk thereof and
bearing date the day and year last aforesaid may more
fully appear reference being thereunto had and which
this Defendant brings herinto this Court and the said
Sheriff of DuPage County aforesaid after the delivery
of said writ to him is aforesaid to be executed according
to law at the time and place when he delivered said writ
to this defendant who was at the time of the delivery
thereof to this defendant was & from thence to the present
time hath been and still is one of the deputies of said
Sheriff duly appointed as such commanding this Defendant
to execute said writ according to law and this Deft
at the time and place when he as such deputy and
in the name of said Sheriff and in the lifetime of

Said writ as he the said defendant lawfully might do lies upon the goods and Chattels in the said declaration mentioned by virtue of said writ of fieri facias and then and ^{there} as he lawfully might hold the same in his custody by virtue thereof until he

And this defendant avers that the said goods and Chattels of the said Charles H. Lyman and not of the said John S. Green and lawfully liable to be levied upon and taken by this defendant as aforesaid upon and by virtue of said writ of fieri facias and this the said defendant is ready to verify wherefore the said defendant prays judgement if the said Plaintiff ought to have or maintain his aforesaid action thereof against him and he also prays a return of the said goods and Chattels together with his costs and damages according to the Statute in such Cases made and provided to be adjudged to him

3^d plea And for a further plea in this behalf the said Defendant says that the said Plaintiff ought not to have or maintain his aforesaid action thereof against him because he says that the said goods and Chattels in the said declaration mentioned at the time when &c was the property of one Charles H. Lyman and not of the said Plaintiff as by the said declaration above supposes and this he is ready to verify wherefore he prays judgement if the said Plaintiff ought to have or maintain his aforesaid action thereof against him and he also prays a return of the said goods and Chattels together with his costs and damages in this behalf according to the Statute made and provided to be adjudged to him

And thereafter on the 20th day of October in the year last aforesaid the following replications were filed

State of Illinois

DePue County Circuit Court of the
October Term 1853

John I Green

vs

Sidney Powers

} and the said Plaintiff by R. N. Murray his Att. as to the 1st & 2^d pleas of the ~~affirmed~~ defendant above pleaded doth preclude now because he saith that the said goods and Chattels in said Declaration mentioned &c were the property of the Plaintiff & not the property of Charles H. Herman and of this he puts himself upon Country

R. N. Murray

Defts Att.

And thereafter on the 23^d day of October 1852 the following Similitur were filed

State of Illinois

DuPage County

Sidney Powers

vs

John I Green

} of the October Term of the DuPage County Circuit Court A.D. 1852

And the said Defendant by Earned Woodbridge & Vining his Attornies as to the Replication of the said Plaintiff above pleaded to the first and second pleas above pleaded and whereof he has put himself upon the Country doth the like

Earned Woodbridge & Vining

Defts Attys

And afterwards to wit on the 27th day of October A.D. 1852 the same being one of the days of the said October A.D. 1852 of said Circuit Court the following proceedings

~~referred to wit~~
John I Green

At 26 18

Sidney Powers

} Replevin

This day came the plaintiff by Hoge and Murray his Attornies and the defendant by Vining Earned & Woodbridge his Attornies and issue being joined it is ~~ordered~~ ^{ordered} that a jury come and thereupon came as jury to wit John Stolt Horace Brooks

Bishop Bartholomew Philander Lorde Francis Dullard Algernon I Barnard
P Lambert Jackson Francis Schmidt Solomon M Rabbitt
Eldred Thatcher Solomon Mertz and Henry B Fowler who
were duly empanelled and sworn well and truly to try the
issue joined herein and after hearing the testimony of
witnesses arguments of Counsel and being instructed by
the Judge they retired under charge of an officer to
consider of their verdict and afterwards the said
jurors returned into Court and delivered the following
verdict to wit We the jury find the issue for the
Plaintiff and the property to be in him and assess
his damages for the retention thereof at the rate of
one cent and thereupon Comes the Defendant's Attorney
and moves the Court for a new trial

and thereafter on the 28th day of October A.D. 1852
the following Motion for new trial was filed to wit

DuPage County Circuit Court October
Term A.D. 1852

Sidney Powers

vs

John T Green

} And now Comes the defendant in the
above entitled cause and moves that court
that the verdict rendered in said cause may be set
aside and a new trial granted for the reasons following
viz

1st The Court erred in giving the several instructions as
asked for by the said Plaintiff to the jury

2nd The verdict of the jury was contrary to the evidence

3rd The verdict of the jury is contrary to the law of the
case and should have been for the defendant

4th The first and second instructions for the Plaintiff
were grossly and clearly erroneous and calculated to

Mislead the jury

3th

The fifth instruction given on the part of the plaintiff is not law and was calculated to mislead and did mislead the jury

Carnel Woodbridge & Loring
for Def^t

And afterwards to wit on the 27th day of October A.D. 1853 the same being one of the days of the said October Term A.D. 1853 of said Circuit Court the following proceedings were had to wit-

John F. Green

No 26 Vs

Replevin

Sidney Favers

And now came the parties by their respective Attornies and the court having heard them upon the Motion formerly entered overruled the same to which decision the said defendant excepted. It is therefore ordered and considered by the court that the said Plaintiff recover of the said Defendant the said sum of one cent his damage aforesaid together with his costs and charges herein expended and that he have execution therefor. Whereupon the said Defendant prays an appeal which is granted upon condition that the said Defendant within forty days execute and file according to law a Bond in the sum of five hundred dollars with Francis B. Cooley, Elisha S. Wardsworth and John V. Farwell as Securities and it is hereby stipulated that the bill of Exceptions on the part of the said Defendant shall be presented to the Judge of this Court at his Chambers in Joliet on the third Monday of December next.

And afterwards to wit on the seventh day of
December A D 1852 the following Bond was filed
~~was placed~~ in the office of the said Clerk

DuPage Circuit Court
John T. Green
vs
Sidney Powers }

Be it remembered that upon the 27th
day of October AD 1852 in the DuPage County Circuit
Court this cause came on to be heard before the Hon
Hugh Henderson Judge of the 11th Judicial Circuit
and a jury duly empaneled in this cause and upon
the trial of the above cause the Plaintiff introduced
as a witness Charles H. P. Lyman who being duly
sworn states as follows on the part of the Plaintiff

I know the property lived upon by the
Defendant Powers. I sold the property to the Plaintiff
Green May 7th 1852

The said Plaintiff then produced an
Instrument of writing purporting to have been made
by said witness Lyman to said Plaintiff and to convey
certain property described in a schedule annexed to
said Green in words and figures following

Amount of Stock on hand
 by C H P Lyman

Naperville April 19th 1852

Ba

15	Shals	158	2 25
35	Washboards	17	3 11
14	Woden Screws	31	3 25
4	Keys Nails $\frac{1}{2}$ a $\frac{1}{2}$ a 13a		11 00
3	Wyes Glap 7+9	104	8 75
1	" do 8+12	14 1/2	1 75
2	" do 9 x 12 No. 1	20 1/2	3 00
5	" do 9 x 12 . 2	18 1/2	11 25
5 1/2	" do 9 + 14	14 1/2	9 62
3	Cistern Pumps No. 1	18 1/2	6 75
6	" do . 2	21 1/2	13 75
23	Woden Tubs No. 1	7 1/2	20 12
22	do do No. 2	8 3/4	15 67
32	do do . 3	7 1/2	18 98
4	do do Reels	28 5	95
9	dy Brooms Wire bound	11	11 1/2 12 38
7	dy do Twine do	7 1/2	6 12
26	Bags Salt	14 1/2	8 64
4	dy Axe handles	18 1/2	7 20
28	Pars 4 Gal		112 5
54	do 3 do		154 "
27	do 2 do		34 "
42	Churns 4 do		168 "
43	do 3 do		126 "
2	do 2 do		4 "
60	Pugs 3 do		180 "
187	Churn Covers		139 "
	Brocking		31 "

6	Sticks	1 5	6.			
58	do	12	29	999	8 1/4	82 23-
27	Papers Lamp Black			8	8	2 16
2	Pitchforks	3 5		7/1	7/6	1 38
10	do	2 8			3/8	4 38
4	do Glap Plates small				4/6	2 23-
3/3	" do do larger				12/-	1 00
1/12	" do do Largest				14	1 02
3/4	" do Sattins				7/-	42
1 1/4	" do do				12/-	1 93-
1 1/4	" do do				3/-	44
3	Glap Bottles				4	37
3	Castors best				1 1/2	2 68
5	do 3 rd quality				6/-	3 73-
						266 33

3 1/2	do Glap Vinegar Bottles				7/-	3 46
1 1/3	" do Mustard do				7/-	1 17
2 1/2	" Pepper do				7/-	2 19
4	" Tumblers thin				3/6	1 93-
3	" do thick				3/6	4 06
3	Glap Fruit-Dishes				3/-	1 87
4	Tumblers				4 1/2	18
4	do blue fig Glap				1/-	3 71
1	do				10c	10
2	Gilt-Pitchers large				7/3	29
1	do do Smaller				1/-	18
3	Set Teas				10/-	6 23-
5 1/3	" Cups & S larger				3/6	4 49
12	" do Smaller				4/10	9 35-
34	Large Bowls				13/-	4 60
40	Smaller do				11 1/2	4 38
6	Covered Butterplates				6/-	4 37

14	Set largest Plates
14	" 2 nd size do
4	" 3 rd " do
9	" 4 th " do
3	Wash bowls & Pitchers
6	large covered Dishes
3	Platters 1 st size
3	do 2 nd do
6	do 3 rd do
3	large Pitchers
3	2 nd size do
3	3 rd do do
8	Vegetable Dishes large
3	do do smaller
3	Covered Chamberpots
1	Tea pot
1	Sugar Bowl
2	Platters large
2	do 2 nd size
2	do 3 rd do
2	do 4 th do
3	Vegetable Dishes 1 st size
1	do do 2 nd do
3	Bowls Small
2	Platters large size
12	do smallest do
16	do large do
36	do smaller do

Dark Mulberry

Dark Blue

37	8	93-
4/6	7	87
4/	2	01
2/6	2	81
4/-	3	00
90	3	40
30	2	30
40	2	00
30	1	80
3/4	1	25
2/6	1	36
1/6		36
40	3	20
30	1	30
6/-	2	23-
4		75-
2/		25-
3/6		88
2/6		62
2/		30
22		44
3/6	1	31
33		33
9		27
10		20
4 1/2		34
3/-		83
4/6	1	69
\$368		74

Forward

Brought Over

4	large Bowls
36	Smaller do
2	Platters
2	Vegetable Dishes large
2	do do Smaller
1	Set Teas
2	" Cups & S
9	Pitchers large
2	do Small
4	Set Teas
8	" Cups & S. large
13 1/2	" do & do Smaller
38	Bowls large
26	do Smaller
2	Pitchers Small
11	Platters 2 nd size
2	do large do
10	do 3 th do
6	Vegetable Dishes large size
12	do do 2 nd do
11	do do 3 th do
5	Set Plates largest size
10	" do 2 nd do
13	" do 3 th do
10	" do 4 th do
9	" do 5 th do
4	Covered Dishes
8	" Chamberpots
2	" do Com
2	Washbowls & Pitchers
8	Pitchers without Bowls

Light Blue

White

10/-	868	74
9/-	3	42
30		39
30		60
30		60
25		50
1/6		94
3/4		89
3/4	3	75
2/-		30
8/-	4	00
3/-	3	00
3/6	6	78
10/-	4	96
9/-	2	44
1/6		38
40	4	40
50	1	00
30	3	00
2/6	1	89
1/6	2	35
1/-	1	38
4/-	2	30
3/6	4	39
3/-	4	30
2/3	2	81
2/-	2	25
2/-	3	13
6/-	2	25
3/-		75
3/-	1	25
2/6		94

2/-

Brought over

56	Bowls large	10/-	5 88
67	do Smaller	9/-	6 38
7	Set Plates	4/6	8 94
6	Vegetable Dishes large	3/4	3 62
8	do do Smaller	38	2 64
1	Set Glas	8/-	1 00
2	" Cups & large	3/-	1 25
1	" do Smaller	2/6	44
3	Platters large	42	42
3	do 2 nd size	31	1 55
2	do 3 rd do	2/-	50
			468 97

Vine Mulberry

4	Pitchers large Vine Mulberry	2/4	2 50
3	do Smaller do	2/-	1 25
27	Bowls Common light blue	10/-	2 81
3	Pitchers large	3/-	1 13
11	do Small	2/-	2 13
4	Covered Dishes	2/4	3 25
6	do Butter plates	4/-	8 00
4	Vegetable Dishes large	2/6	1 25
4	do do Smaller	2/-	1 00
1	do Blue edged Plates large	4/6	56
4/2	do do " do 2 nd size	4/-	2 25
1/2	" " " do 3 rd do	4/-	15
4	large " " do	8/-	4 00
4	Smaller " " do	18/-	75
5	" " " Vegetable Dishes	7/-	4 37
11	Common Brown Chamberpots	2/3	2 69
9	" fig Sugar Bowls	1/3	1 44
211	Shaving Cups	4 ²	90
8	White Chamberpots	1/4	1 38
2	Yellow do	1/4	88

Forward

3	Yellow Chamberpots	Covered	3/-	1	12
4	large Pitchers	Com Striped	3/3	1	18
9	2 nd Size	do " do	4/10	2	46
6	3 rd	do do " do	1/4	1	04
5	large	do Yellow do	4/10	1	15
6	2 nd Size	do " do	12/-	0	75
6	3 rd	do do " do	8/-		50
3	4 th	do do Com fig	8/-		42
2	large	do " White	4/11		45
12	2 nd	do " do	4/-	1	50
4	3 rd	do " do	8/-		33
1 1/2	do large	Bowls " do	3/6	1	03
2 1/4	" 2 nd	do " do	4/6	1	26
3 1/2	" 2 nd	do " Striped	3/6	1	53
2	Hooking	Glepes large	3.50	7	00
3	do	do 2 nd Size	2.50	5	00
4	do	do 3 rd do	1.32	5	38
4	do	do 4 th do	1.00	4	00
5	do	do 5 th do	2/4	2	81
6	Lanterns		1.18	6	48
4	do		3/-	2	50
6	do		3/6	3	63
6	Lamp Chimneys		10		60
3	Boxes Matches		8/-	2	25
1	Waiver		6/-		75
				360	76

Forward

Brought over							
3	Walters					\$ 560	96
1	do					3/-	95-
3	do					4/6	19
2	do					2/4	94
3	do					4/6	1 12
1/4	do					1/-	68
4	Yellow Dishes 1 st size					22/-	69
4	" do 2 nd do					12/-	50
3	" do 1 st do					14/-	38
6	" do 2 nd do					12/-	68
32	" Tin Plates					14/-	89
6	White Small Napkins	17/-				6/4	2 00
3	White Large "	16/-				12/-	95-
1	Box Slap 7/9					16/-	88
11	" do 8/10					10/-	1 35-
3/4	" do 9/12					14/-	19 25-
1/2	" do 10/13					18/-	1 69
2 3/4	" do 10/14	2 boxes				14/-	7 88
4	Pair Mens Kip Boots					18/-	10 69
3	do do " do					19/2	9 50
3	" do " do					21/-	9 88
1	" do Half do					17/-	6 39
1	" Boys do					3.00	3 00
3	" do do					1.06	4 35-
2	" do do					1.06	3 31
8	" do do					1.00	2 00
8	" Youth do					90	7 20
2	" do do					1.00	8 00
2	" do do					1.40	2 80
6	" Mens Shoes					1.00	2 00
7	" do do					1.20	7 20
2	" do do					8/-	7 00
	" do do					80	1 60

1	"	do	36	36
2	"	do	35	1 10
3	"	do	6 1/2	3 75
1	"	do	83	83
4	"	do	8 1/2	1 00
5	"	do	6 1/2	3 75
20	"	Women	6 1/2	15 75
11	"	do	33	3 31
2	"	do	6 1/2	1 31
2	"	do	68	1 76
Totals			\$726	21

Brought Over			726	21
6	Pair Shoes		95	3 71
3	"	do	92	3 71
2	"	do	8 1/2	2 00
4	"	do	80	3 21
3	"	do	71	2 11
2	"	do	85	1 90
8	"	Gaiters	8 1/2	8 00
2	"	1/2 do	81	1 61
9	"	Shoes	95	8 33
5	"	do	95	4 75
1	"	do	85	85
7	"	do	75	5 25
29	"	India Rubber Shoes	423	12 33
7	"	do	9 1/2	1 88
6	"	do	7 1/2	3 25
2	"	do	9 1/2	2 25
1	"	do	7 1/2	89
6	"	do	4 1/2	3 00
6	"	do	4 1/2	3 00

318

8	"	do	"	do
14	"	Twine		
3	"	do		
12		Paper Matches		
3		Boxes do		
6		Inkstands		
16		Bottles Ink		
200		Slate Pencils		
30		do do Cold		
10	do	Pen holders		
11		Slates		
2 3/4		R. Paper		
1 1/2		" do		
8		Copper Books		
4		Blk Books		
1/2		Pf Envelops		
13		ps Wall paper		
14		" do do		
11		" do do		
4		" do do		
31		" do do		
3		Boarding		
1		Window Paper		
3		Plush Caps		
2		do do		
1		do do		

Forward

6/2	6	00
183	2	68
28		84
4 1/2		34
4 1/2		22
1/2		75
6/2	1	00
2/2		30
2 1/4		15
10 1/2	1	00
8		88
200	3	30
10 1/4	1	99
4		32
66	2	64
8/2		50
1/6	2	44
10	1	40
1/2	1	38
10		40
6	1	86
6/2	2	25
2/2		25
4 1/2		80
40		80
30	1	20
885		48

Brought Over

1	Plush Cap	12/	885	48
2	Caps	65	1	37
3	do	40	2	07
9	do	2/	2	25
3	Oil Cloth Caps	21		60
162	" colt Batting	11	19	82
1	Seymour Hat	5/6		69
16	Straw Hats	15	2	40
90	do do	1/2	8	15
32	Sheets Paste Board	5c	1	60
110	Cigars	20.00	2	20
230	do	20.00	5	00
750	do	16.00	12	00
1	Trunk	2.00	2	00
106	" Cloverseed	104	10	60
1	Rice Sticks	3.25	3	25
40	" Almonds	7/2	3	00
3	" Engl Walnuts	9		27
41 1/2	" Brazil Nuts	3	2	80
44	" Hazelnuts	6 1/2	2	86
46	" do	6 1/2	2	99
17	" Flax Seed	2		34
42	" Sapparas	4 1/2	1	89
17	" Madder	16	2	73
32	" Starch	7 1/2	2	40
1	" Cinnamon	34		34
10	" Ginger	8		80
73	" Butter Crackers	3	3	65
95	" Pepper	10	9	40
89	" Allspice	15	13	115
134	" Sugar	5 1/4	7	14
14 1/2	" Ground Sulphur	8	1	16

19	^{lb}	Epsom Salts	5		95
17	^{lb}	Cream of Tartar	25	4	35
9	^{lb}	Allum	10		90
3	^{lb}	Sulphur	3		15
9	^{lb}	Ground Logwood	3		21
4 1/3	^{lb}	Borax	25	1	12
9	^{lb}	Opal	3 1/2	3	38
10	^{lb}	Blue Vitrol	11	1	10
7 3/4	^{lb}	Gum Shellac	1/6	1	45
16	^{lb}	Soda Crackers	6		96
Forward				102 1/2	90

Brought Over

32	^{lb}	Boston Crackers	6	1	92
15	^{lb}	White Chalk	3		45
80	^{lb}	Smoking Tobacco	9	9	20
9	^{lb}	Bath Bricks	8		72
	^{lb}	Pipes	2 1/2		25
12	^{lb}	Log Wood	3 1/2		40
2 1/2	^{lb}	East Steel Soap	1/2		31
16	^{lb}	Blue	16	1	60
12	^{lb}	Wrought Nails	10	1	20
9	^{lb}	Horse Shoe Nails	20	1	80
8 1/2	^{lb}	Cut Nails	3 1/4	28	01
2 1/2	^{lb}	Kamp Black	8		20
46	^{lb}	Rope	16	9	36
14	^{lb}	Brooms Twine bound	8	1	13
9	^{lb}	Hickory Whip Stocks	6		34
1	^{lb}	Custom Pump No 1	18 1/2	2	33
3	^{lb}	Fitchforks 3 F	3 1/2	1	39
2	^{lb}	Shovels	4 1/2	1	37
1	^{lb}	Dung fork	7 1/2		88

6	Grass Scythes
10	Feals
3	Reelers Guts
2	Guts No 1
1	do " 2
2	do " 3
2	Washboards
4	large Mats
4	Small do
3/4	Barrel Coarse Salt
3/4	do fine do
50	" Flour
10	Whip lashes
8	do
9	do
4	do
3	do
8	do
1	do
1	Whips
3	do
1	do
3	do
2	do
2	do
3	do

Forwards

6	4	30
15	1	30
1/10		68
8	1	75-
71c		91
60		60
19		34
2/	1	00
10		40
1.45-	1	08
1.35-	1	07
3/4		39
1/	1	35-
8c		64
2/3	2	58
4/9		88
20		60
10		80
11		44
3/		39
6/4	2	38
7/		88
3/	1	87
2/		30
3/		93-
4/4	1	62
		1.116 22

Brought Over

2	Whipps	4	1116	23
4	do	4	1	00
4	do	3/4	3	30
1	do	21		84
4	" Red Chocack	20		20
2 1/3	Best Butter Boxes	6		24
4	Bascets	3/4	1	39
6	Wooden Bowls	15		90
2	Hand Axes	82		48
2	do	9/4	3	39
2	Hatches	4/	1	00
2	do	9/6	1	68
2	do	4/	1	00
3	Nail Hammers	3/4	1	23-
1	" do	1/8		92
1	do Tack do	7/4		91
1/3	" " do	7/		88
1	Cow Bell	6/		23-
2	Grind Stones	6/		75-
1	Coffee Mill	12/	3	00
1	do do	2/4		34
1	Ream Sand paper	6/		75-
9	" Snuff	2,30	2	50
22	Papers Tobacco	22	1	98
10	do Cheiving do	22		33-
5	Boxes do do	12		15-
90	" Shot	1/10	1	14
1	do Carpenter Pencils	6	5	40
41	Paper ground Coffee	3		36
39	" Hatches	92	3	90
3 1/2	" Twine	4	1	36
		16		36

90	Awls
8	² Sugar
10	Papers British Muster
95	" Ground Pepper
53	" " Cinnamon
63	" " Allspice
89	¹⁵ Flat Irons
3	Candlesticks
10	Oil Lamps
3	do
3	Pair Shovel & Tongs
	Forward

1	90
4	32
4	40
3	2 25-
9	4 68
3	1 86
4 1/2	3 93
7 1/2	22
8 1/2	82
1 1/2	25
46	1 38
	\$1174 12

	Brought Over
2	Pair Shovel & Tongs
4	do do + do
3	" do + do
3	" do + do
1	" do + do Small
6	Large Bascets
18	Small do
1	Sponge
20	Hand Brooms
19	Shaving Boxes
9	do Blacking
3	Blacking Brushes
1	Box Gun Wadding
8	Small Lanterns
3	Horse Brushes
4	do do
1	do do
24	Wash do

	\$1174 12
68	1 36
75	3 00
7 1/2	4 38
3 3	1 99
2 1/2	25
2 1/2	1 50
20	3 60
00	0 00
8 1/2	1 83
4 1/2	99
3 1/2	3 38
2 1/2	75
2 1/2	31
3 1/2	3 00
3 1/4	1 25
2 1/8	1 33
1 1/4	19
1 1/2	3 25-

12	Gla Canisters	1/-	1	34
6	Plans	80	4	80
2	do	8/-	2	00
3	do	9/-	3	38
5	Spit Boxes	1/8	1	14
2	do	1/4		33
4	do	10 ^d		42
4	Oil Lamps	2/-	1	00
10	Candle Sticks	7 1/2		75
3	Mouse Traps	1/-		63
1	Box Matches	8/-	1	00
1	" Wrap Wire	3/-		62
2	Iron Stands	6 1/4		12
1	Horse Card	8		18
	Sundries	3/-		38
16	" Wrap Kittles	3/-	6	00
7	Saw Screws	9 ^c		63
4	Wreck Saws	3/4	1	67
1	Steel Square	7/-		88
23	" Chains	6 ^c	1	38
64	" do	1 ^c	4	48
10	" Rock Candy	12 ^c	1	92
1 1/2	" Sugar Sand	22 ^c		33
1 1/2	" Citrons	2/-		37
8	" Squorice	20	1	60
	Forward			\$1,246 93

Brought Over		\$ 1246 93	
4	Chewing Tobacco	23 ¹ / ₂	94
11	Bottles Pepper Sauce	10c	1 10
20	Glap Jars	3/4	8 75
120	Cigars	20.00	2 40
130	do	16.00	2 40
14	Papers Shoe & tails	10c	1 40
4	" Sacks	6c	24
10	" do	3c	30
3	Sett Door Hinges	65	1 95
9	Wooden Fassets	4/4	4 38
1/4	gas Furniture Knobs	16/4	30
10	Oil Lamps	8/4	85
1	gas 4 inch Jap Buckles	5/6	69
2	" 3/4 " " do	4/4	1 00
1/2	" 2 " " do	10/4	62
1	" 3/8 " " do	4/4	30
1/2	" 3/8 " " do	3/4	19
1/2	" 1/2 " " do	8/4	30
1/2	" 1/4 " " do	6/4	1 13
13	dy Cott Vines	28c	4 20
3	Braces	2/4	1 25
2	do	1/10	46
3	dy 2 3/4 inch Cast Butts	3/4	1 87
4	" 3 1/2 " Baldwin do	81c	3 24
2 1/2	" 4 " do do	8/4	2 30
2	" 2 " Clarks do	4/4	1 13
1	" 4 " do do	9/4	1 13
3	" 1 1/2 " do do	2/4	75
5	Pair Wright Iron Hinges	8c	40
1	dy 3 inch Brass do	2.40	2 40
2	" 2 1/2 " do do	1.40	2 80
1 3/4	" 2 " do do	6/4	1 31

1	"	narrow	do	do	38c	38
1	"	"	do	do	37	37
1	grs	3 inch	Screws		69c	69
2	"	2 1/3 "	do		60	1 20
2	"	2 1/4 "	do		52	1 04
1	"	2 "	do		40c	40
3	"	1 1/4 "	do		35c	1 05
3	"	1 "	do		30	90
3	"	1/2 "	do		18c	54
2	"	1/4 "	do		17	34
7/8	Brass	Nails			3/9	3 28
1/2	grs	Furniture	Knobs		107	62
1 1/2	dz	Bed	Screws		27	38
Forward					\$1308	814

Brought Over					1308	814
1/2	dz	Bolts			187	1 13
1		Bolt			27	25
2		do			9c	18
1		do			8c	08
6		do			17	102
10		do			6 1/4	63
1		do			39	03
1	dz	do			60c	60
5		Lock Stoppers	No 3		1/3	66
3	"	do	" 1		8c	25
2		Brass	Locks	"	4/4	1 13
5		Wg	Chains		27	1 25
1 1/2	dz	Wing	Nails		3/4	1 09

1 1/3	"	Window Springs
1/3	qs	Wire Nottens
1 1/3	dz	Pullies
4		Sett 3 inch Castors
1/2	"	Wrap do
1 1/3	"	Tackle Screws
7		Wardrobe Hooks
2	do	do
6		Lash Fasteners
6		Wrap Locks
9	do	do
6		Chest Locks
2	"	do
6		Drawer do
2	"	do
4		Trunk Locks
1		Lock with Wrap Knob
3		Closet Locks
1		dz Locks & Knobs
3/4	"	do & do
2		Wrap do & do
1		do & do
4		Drop Latches
1		dz Bolts
1	"	Latches No 4
1	"	do
1	"	Bolt do
1/4	"	do No 3

Forward

3/	50
4/	25-
3/	94
3/	1 50
3/	31
40	60
8c	38
10c	21
1/1	81
11c	66
9a	83
23	1 38
2/	30
8 1/4	49
4/	88
1/4	67
4/	30
1/10	1 15-
4.50	4 50
4.25	3 19
8/	2 00
4/4	34
1/4	67
3/6	44
9/	1 13
14/	1 13-
16/	2 10
1/	17
	\$1346 09

Brought Over

1/6	dz	Natches	6/	1346	09
1/3	"	Hooks & Staples	12/		13
1/6	"	do & do	3/		30
4	Pair	Skates	2/4		06
1	"	do	2/		10
3	"	do	23		25-
3	"	do	17		69
1	Drawing	Knife	37		85-
4	do	do for Coopers	9/	4	68
1	do	do " do	3/6		4 30
10	do	do " do	7/	8	69
3	Saws		15		75-
4	Iron Squares		1/		45
3	Shot Bags		1/4	2	30
3	Powder Flasks.		2/6	1	38
3	Bells		1/9		52
4	Spring Scales		57	3	66
4	do do		3/4	1	75-
1	Lock Screw		4		67
3	Chase Tiers		1/		13
10	Spools		6 ^a		38
2	dz	Standards	2/		62
3/4	"	do	2/6		30
1/3	"	do	3/		26
3	Cast Iron Snuffers		159		19
1	Steel	do	4/		30
1/4	do	do	235		81
1/3	" do	Congues	235		88
3	do	do	2/		75-
1/3	dz	Wras Cake Rollers	18/		13-
1 1/4	qs	Key Liming	8/	1	14

9	Wrag Pulleys
1	dy " Spring Bolts
2	" " Wardrobe Hooks
1	gas " Rings
2	dy " do
10	" Bolts
4	" Hooks
8	" Roller Ends
1	dy " Pad Locks
1	" " Gun Measures
1	" " Door Bottoms
5	Window Pullers
8	Sack Fasteners
4 1/2	dy Screw Rings
Forward	

1/4	1	16
95 ^c		95
4/-	1	00
3/-		31
29		04
10 ^d	1	04
313		14
1/4	1	33
8/-	1	00
4/-		31
3/4		42
6 ^d		31
1/4	1	33
3/-	1	69
\$ 1.392		65

Brought Over

3	dy Screw Rings
1	" Curtain Holders
11	Cast Iron Branches
10	" " do
8	Levels
8	able Plan Irons 2 1/4 inch
2	" " do 2 1/2 "
3	" " do do 2 3/8 "
3	" " do do
1	" " do do
10	Single do do
3	" " do do
3	" " do do
3	Little Braces & Bits
2	Pages

\$ 1.392		65
2/-		75
14/-	1	75
2/-	2	75
8 ^c		80
3/6	2	06
3/6	1	31
1/4	1	08
3/8	2	29
3/6		94
3/-		38
3/4	3	12
2/-		75
1/8	1	04
16 1/2	4	00
6 1/4		38

3	foot Rules	$\frac{1}{4}$		94
6	" do	$\frac{2}{4}$	1	30
$\frac{1}{4}$	dy Trimmer Saws	$\frac{1}{4}$		60
$\frac{1}{3}$	" do do	$\frac{1}{4}$		46
$\frac{1}{4}$	" do do	$\frac{1}{4}$		29
$\frac{1}{3}$	" Saw Setts	$\frac{3}{8}$		15
2	Scrack Axes	10c		20
1	dy Shore Pinchers	$\frac{1}{2}$	1	30
4	Taper Measures	$\frac{1}{4}$	3	30
4	do do	$\frac{1}{2}$	3	68
3	do do Small Brap	$\frac{1}{4}$	2	25
3	do do " Wooden	$\frac{1}{4}$	1	25
3	Spect Gases	3		15
2	Compases	$\frac{3}{8}$	1	35
2	do	$\frac{1}{4}$		30
2	Floats	$\frac{1}{4}$		25
3	Hand Saws $\frac{1}{4}$ top top		3	88
4	Compas Saws	28	1	12
6	Back Saws	$\frac{3}{4}$	4	13
3	do do	$\frac{1}{4}$	3	75
10	Mining Hammers	132	1	35
4	Scrub Drivers	$\frac{1}{4}$	1	00
8	do do	$\frac{1}{4}$	1	30
6	do do	$\frac{1}{8}$		94
6	do do	$\frac{1}{4}$		75
4	Squares	$\frac{1}{4}$	2	00
6	do	$\frac{3}{8}$	2	75
Forward				1,437 99

Brought Over

3	Squares			\$ 1457	99
1	do			2/4	1 36
3	do			3/4	42
2	Set Chisels			2/8	88
6	Trammy Chisels			4.00	8 00
4	do	do		3/4	4 12
1	do	do		60	2 10
4	do	do		80	80
3	do	do		55	2 20
2	do	do		48	1 44
3	do	do		52	1 04
3	do	do		4/	10
3	do	do		35	1 05
3	do	do		3/6	2 06
12	Quarter Augers			7c	5 04
28	do	do		8c	2 24
32	do	do	Bitts	8c	2 56
2	Set German Silver Tea Spoons			8/-	2 00
1	" fine	do	" do	10/-	1 25
4	" German	do	Table do	10/-	5 00
1	" fine	do	" do	18/-	2 25
1 1/2	do Iron Tea Spoons			2/-	38
4	" do	Table	do	2/-	1 00
5	Set Comp	do	do	9/8	2 29
2	Writers			46	38
4	do			8c	32
3	Curling Tongues			3/	1 13
3	Stets			1/6	56
2	do			2/-	30
4	Shears			30c	1 30
7	do			4/4	3 19
3	Scissors			3/-	63
3	Shoe Pinches			3/4	1 23

for

7	Knives
10	Razors
2	Set Canning Knives & forks
10	Shoe Knives
7	Butcher do
3	do do
86	Papers Tobacco
1	Set Knives & forks
1 1/2	" do & do
1/2	" do & do
2	" do & do
1 1/2	" do & do
2	" do & do

Forward

1/4	88
3/4	2 92
1/6	1 12
7/4	72
1/8	1 39
20	60
2 1/2	2 15
8/4	1 00
3/1	1 14
7/4	44
6/4	1 51
4/4	15
7/4	15
\$ 15 33 27	

Brought Over

27	do Soap
2	Panets
3	do
1	Toot Scraper
2	Augurs
	Amidries
	Wrapping Paper
3	Saw files 14 in do
1	do do 14 "
3 1/2	" do 14 "
8	pc do 15 "
1/2	do do 12 "
7/2	" do
7/2	" do
3 1/2	" do
1/4	" do

\$ 15 33 27	
39	1 33
4/8	1 17
3/4	1 87
4/4	30
10	20
8/4	1 00
	6 12
3/4	1 25
3.00	3 00
3.25	2 19
1/4	4 33
4.00	2 00
3.30	2 75
3.75	1 87
3.30	2 29
2 75	14

1/6	"	do	
1	"	Horse Rasps	
10	pc	Wood	do
4	"	do	do
12	"	do	do
14	"	Δ	Files
3	dy	"	do
2	"	"	do
8 1/2	"	"	do
2 1/2	"	"	do
4 1/2	"	"	do
1	"	Net Tail	do
1	"	do	do
1	"	do	do
1	"	do	do
3/4	"	Butts 4 inch	
1/2	"	do 3 "	
1/2	"	do 3 1/2 "	
1/2	"	do 2 "	
1 1/2	"	Small Limblets	
4	"	3 inch Screws	
5	"	1 3/4 "	do
10	"	2 1/4 "	do
5	"	1 1/2 "	do
6	"	1 1/4 "	do
4	"	3/4 "	do

Forward

4.00	67
3.30	3 30
3/-	3 1/2
2/8	1 33
1/-	1 30
1/4	2 63
12/-	4 30
9/4	3 39
1/-	1 44
8/-	2 30
7/-	2 94
8/-	1 00
12/-	1 30
14/-	1 1/2
16/-	2 00
8/-	1/2
10c	33
80c	40
4/6	18
3/-	57
69	23
40	17
52	49
40	17
33	18
20	07
\$ 1.612	75

Brought Over				
3	gs	1 inch Venus	30	20
1	"	12 " do	18	18
12	Pans	Wrap Butts 3 inch	15	2 13
7	"	do do 1 "	31	22
8	"	do do 1 1/2 "	31	42
14	"	do do 2 1/2 "	15	2 13
9	"	do do 3/4 "	21	16
3/4	Barrel	Rawson	3.00	2 25
33	Gal	Molasses	31	13 12
1	Barrell	Winegar	4.00	4 00
150	"	Sarib	1	10 50
12	Barrell	Mackerell	12.00	6 00
3/4	do	White Fish	3.30	4 07
20	Gal	Sand Oil	80	16 00
78	"	Crocks	8	6 24
130	"	Hony	10	13 00
1	Scale		10.00	10 00
2	"	Sandalis	11	25
8	"	do	30	2 40
8	Tubs		61	6 00
16	lb	Chewing Tobacco	16	8 00
35	"	Plug Tobacco	233	12 98
12	Barrell	Putty 200 +	313	1 00
20	"	Butter	10	2 00
2	Pials		15	30
11	Barrells		41	3 30
8	"	Cast Steel	11	1 00
12	"	Citron	21	3 00
8	Crab	Scythes	61	6 00
3	dy	Brooms	11	2 62
12	"	Waw Frames	11	36

2	¹⁰ Powder	2 1/2	50
3	Keys do	5 50	11 00
50	Bushels Corn	2 1/2	8 50
80	do Barley	33	9 60
5	Barrels Flour	16 1/2	10 00
	Hams		15 00
80	do Eggs	1	5 60
2	Forks		96
1	Keelers Tub		24
1	Fassett		30
15	Barrells Coarse Salt	10 1/2	18 35
2	New Barrells	8 1/2	2 00
	Fork		1 00
1	pe Twilled Flannel	16 3/4	2 1/2
	Forward		1904 37

		Brought Over		1904 37
1	pe Salbury	Flannel	8 3/4	2 1/2
1	" Red	do	6 1/4 "	2 1/2
1	" "	do	40 "	26
1	" "	do	5 1/4 "	20
1	" "	do	8 "	2 1/2
1	" White	do	4 1/2 "	2 1/2
1	" "	do	11 "	32
1	" "	do	22 "	40
1	" "	do	32 "	20
1	" "	do	12 3/4 "	30
1	" "	do	2 "	2 1/2
1	" Yellow	do	33 1/2 "	2 1/2

8	"	Unsey	22 ³ 2 ³ 3 ¹	30 ²	$\frac{1}{4}$	5	72
1	"	do		39	11	4	29
1	"	do		8	16 ²	1	32
2	"	do	9 ³ 8 ²	18 ¹	$\frac{1}{4}$	2	28
4	"	Sheeps Grey	11. 3 ³ 12. 3 ¹	30	$\frac{3}{4}$	9	38
4	"	do	do 14. 13. 8 ³ 2 ¹	38	42 ²	16	13
1	"	do	do	$\frac{3}{4}$	30		31
1	"	do	do	12	42 ²	5	10
1	"	Satinett		16 ²	40	6	60
1	"	do		1	33		33
1	"	Carimere		1	75		75
1	"	do		3 ³	38	2	18
1	"	Broad Cloth		2 ³	1. 75	4	35
1	"	do	do Snuff Cold	6	13 ¹	11	25
1	"	do	do Mixed	1 ³	8 ¹	4	30
1	"	do	do Grey	4 ²	$\frac{1}{4}$	3	94
1	"	do	do Drap	6 ¹	10 ¹	1	50
1	"	do	do Black	2 ³	2. 00	5	00
1	"	do	do do	3 ²	2. 25	1	87
1	"	do	do do	6	2. 50	15	00
1	"	do	do do	3 ³	2. 25	8	43
1	"	do	do do	4 ³	1. 40	6	65
1	"	do	do do	4 ³	1. 55	1	36
1	"	do	do do	3	1. 85	3	33
1	"	Packing		26	$\frac{1}{4}$	4	87
1	"	do		3 ²	$\frac{1}{2}$	-	44
2	"	Canvap	3. 3 ³	4 ³	10		47
3	"	Mizzan	17. 2 ³ 28	4 ¹	9	4	28
1	"	Brown Holland		7	22	1	34
1	"	do	do	22 ²	21	4	72
Forward				\$2,113 78			

Brought Over

3	pc	Brown Holland	4.12	16	1/-	2 00
1	"	do	do	16 ³	11c	1 84
4	"	Siletia	7.6.8.2 ⁰	23 ²	10 ²	2 46
1	"	Dipper		4'	10	43
2	"	Vinnen	4' 28	32'	20	6 45-
2	"	Satin Jeans	11 ² 48	34 ²	9	4 91
1	"	Blea Drilling		28	9	2 52
1	"	Table Vinnen		12 ³	58	7 40
2	"	do	do 1.2 1.2	8	75	2 25-
1	"	Rankin		5'	11	58
1	"	Vinnen Drilling		18 ²	17'	78
1	"	Brown Vinnen		3'	23 ²	81
2	"	Check	do 3' 5	8'	18	1 48
3	"	Banton Flannel	1'1' 7 ³	10'	9	93
1	"	Vinnen Table	Aporth		85	35
1	pc	Picking		12 ³	1/-	1 39
1	"	Bambric		106	5c	5 30
	"	do		400	6	24 00
3	"	Prints	3. 13 27 ^c	32'	8c	2 66
2	"	do	6. 4.	10	7	70
1	"	do		4	4	16
3	"	do		9 ²	9	85-
3	"	do	4 12 2'	78	9	69
1	"	do	Swip	3	20	60
2	"	Singham	7 ³ 23	30 ²	9	2 76
1	"	fig Vawn		10	15	1 50
2	"	do	2 ² 8	10 ²	11	1 15-
6	"	Alapacca	1.2 ² 1.4.4.2 ³	15 ²	2/-	3 88
3	"	do	2 ³ 6 ² 18 ^c	27 ³	35	9 71
1	"	do		2 ³	16c	45-
1	"	do		2	54	1 08

1	"	do	
1	"	do	
2	"	do	1.3'
1	"	Paramatta	
1	"	Serge	
1	"	Dimask	
1		Emen	Table spread
2	"	do	do
1	"	do	do
2	"	do	do
6		Gingham	Neck Handker
1		do	do do
19		Cott	do
4		Children	do
			Forward

5 ^c	48	2	64
3 ^d	75	2	81
4 ⁱ	65	2	76
2 ^d	35		88
2 ^d	44	1	91
7 ⁱ	2/-	1	89
	8/-	1	00
	11/-	1	95
	5/-		63
	4/-	1	00
	14c		84
	20		20
	8	1	52
	3		12
			<u>2235</u> 26

Brought Over

3	pe	Silk	Handkerfs	15.4.3
1	"	do	do	
1	"	do	do	
1	"	do	do	
1	"	do	do	Bags
1	"	Blk	do	Neck do
1	"	do	do	
1	"	do	do	
1	"	do	do	
1	"	Col ^a	do	do
1	"	do	do	
1	"	do	do	
1	"	do	do	
1	"	do	do	
1	"	do	do	

22	3/-	8	25
3	55	1	65
5	5/-	3	13
3	43	1	29
3	15		45
	8c	1	00
11	42 ^d	4	67
8	37	1	88
2	50	1	00
12	3/-	1	30
3	4/8	2	50
2	4/-	1	00
1	38		38
4	60	2	40

1	"	do	do
1	"	do	do
12	Woolen	Drawers	
7	do	Wrappers	
3	do	do	
6	do	Drawers	
1	dy	Comforters	
12	"	do	
2 1/2	"	do	
4	pc Paper	Samboe	11 ² 5 ² 14 ² 4
6	Merino	Hedchf	
4	Cott	do	
1	Ladies	do	
1	Wimew	Table Cloth	
7	Wool	Shawls	
4	Linen	Coats	
1	Blk	fig Shawl	
4	"	Plain do	
2	light	do Summer	
2	dark	do do	
3	do	do Plaid	
17	Comforters		
15	Pair	Woolen Socks	
16	"	do Gloves	
11	"	do do	
2	"	Boys Mitts	
4	"	Mens do	
2	"	do Buck Mitts	
		Forward	

1	3/-	3/-
2	4/-	1 00
	7/-	8 52
	6/-	5 81
	11/-	2 14
	9.30	4 73-
	14/-	1 73-
	12/-	73-
	18/-	1 50
41 ²	9/-	4 14
	6/-	4 50
	21	84
	3/-	37
	4/4	56
	2/-	1 73-
	8/-	4 00
	2.25	2 23-
	13/-	6 50
	3/-	1 23-
	8/-	2 00
	7/-	2 63
	1	1 19
	2/-	3 73-
	12/-	2 10
	8/-	73
	6 ^u	13
	3/-	1 50
	4/8	12
	2.330	43

Brought Over

4	Pr	Mens	Buck	Mitts
4	"	do	do	do
2	"	"	do	do
38	"	Boss	do	do average
33	"	Assorted	Buck	Gloves do
29	"	"	do	do
42 1/2	"	Cott yarn		
12	"	Wool	do	
9	Gas	Amino	Drilling	
2	White	Vest	Patterns	
2	Blk	Satin	do	
4	Gas	Striped	do	
3	Vest		do	
1	do		do	
6	Gas	de Lane		
11 1/2	"	Wistings		
3 1/2	"	Silk	Seize	
3	"	Blck	Drop Silk	
2 3/4	"	do	do do	
1 1/4	"	do	do do	
3	"	Silk	Seize	
1	"	do	do	
2 1/2	"	Blue	Florence	
1 1/4	"	Col'd	do	
12	"	Barred	Muslin	
3	"	do	do	
4	"	do	do	
4 3/4	"	do	do	
3	"	White	Capric	
20 1/4	"	"	do	
1	"	Unity		

2338	43-
3/4	2 67
48	1 99
2 1/2	30
2 1/6	11 88
80 1/2	41 60
6 1/2	21 75-
16 1/2	1 01
6 1/2	39
30	2 77
88	1 76
8 1/2	1 00
8 1/2	4 00
9 1/2	2 25-
6 1/2	75-
2 1/2	1 30
75-	1 12
4 1/2	2 75-
77 1/2	2 91
60	1 65-
32 1/2	39
80	2 10
8 1/2	1 00
2 1/6	70
2 1/6	3 31
23	2 64
14 1/2	72
19	90
10	47
1 1/2	38
16 1/2	3 38
32	32

23 ¹ / ₂	"	Mull Muslin	2 ¹ / ₂	5	89
12	"	Bishop Lawn	24		12
1 ³ / ₄	"	Swiss Mull	30		32
7	"	White Window Curtains	1 ¹ / ₂		88
24	"	fig do do	2 ¹ / ₂	6	00
24	"	do Cap Lace	1 ¹ / ₂	3	00
4 ³ / ₄	"	do do	2 ¹ / ₆	1	48
7	"	Plain do	22	1	34
		Forward			
				2,484	89

		Brought Over		2,484	89
19 ² / ₃	Yds	Plain Cap Lace	20	3	90
7 ³ / ₈	"	do do	2 ¹ / ₂	1	94
12	"	do do	38	1	42
4	"	Black do	2 ¹ / ₂	1	00
8	"	Linen	20	1	60
3 ² / ₃	"	Linen Lawn	70	1	75
3 ² / ₃	"	do	3 ¹ / ₂		94
1 ³ / ₂	"	Irish Linen	2 ¹ / ₄		34
12 ¹ / ₂	"	do do	3 ¹ / ₂	4	59
18		Linen Pocket Handkerchiefs	10 ⁵ / ₈	1	80
3		do do do	1 ¹ / ₂		39
2		do do do	5		10
9		" do do	1 ¹ / ₆	1	69
1		" do do	2 ¹ / ₂		35
17		" do do	2 ¹ / ₆	3	31
114	"	Silk Fringe	8	9	12
13	"	do	20		33
11 ¹ / ₂	"	Fringe	3	2	14
3	"	do	14		42
4 ¹ / ₂	dy	Mixed Braid	3 ¹ / ₂	1	63

3	Blk	Silk	Veils	
4	Yel	Blue	Barage	
18 ¹	"	Green	do	
12	dy	Silk	Flop	
6	pc	"	Braid	
3	"	"	do	
8	dy	Blk	Twist	
3	A	Purse	do	
44	Yel	Vinw	Thread	Edging
24	"	"	do	do
24	"	"	do	do
20	"	"	do	do
38	"	"	do	do
48	"	"	do	do
11 ³	"	"	do	do
31	"	"	do	do
11 ⁵	"	"	do	do
12	dy	Cott	do	do
3	"	"	do	do
1	"	"	Insertion	
38 ³	Yel	"	Edging	
7 ²	"	"	do	
7 ³	"	"	do	
7 ³	"	"	do	
12 ³	dy	"	do	

Forward

4 ¹	1	50
3 ⁴	1	35
36	6	37
4 ⁴	2	00
6		36
10		50
4 ¹	1	00
6		18
8	3	52
7 ²	1	80
6 ¹	1	50
4		80
3	1	39
2		96
3		34
1 ³		49
7		70
19		25
28		36
2 ¹	1	00
4	1	35
5		38
2	1	96
3		22
4 ¹	1	36
2,537		57

Brought Over

9	dy	Edging	
6 1/2	"	Satin Ribbon	
2 1/4	"	do	do
9	"	do	do
1 1/4	"	do	do
9	"	do	do
1 1/2	Yels	do	do
1 1/4	"	do	do
4 3/4	dy	do	do
3 1/4	"	do	do
4	"	do	do
8	Yels	do	do
3 1/2	dy	do	do
13	"	do	do
3	"	do	do
1	"	do	do
1 3/4	"	do	do
6	"	do	do
8	"	do	do
4 3/4	"	do	do
8 1/2	"	do	do
13	"	do	do
6 1/2	"	do	do
1 1/2	"	do	do
12	"	do	do
3	"	do	do
1	"	do	do
3 1/2	"	Bonnet	Ribbon
1 1/2	"	do	do
2 2/3	"	do	do
7 3/4	"	do	do

2,337	59
1/2	1 13
4/2	3 08
6/2	1 69
3 1/2	2 63
2 1/4	39
8/2	1 00
1/2	1 81
9	11
70	3 15
9/2	84
1 1/2	3 30
7 1/2	36
6/2	3 44
3 1/2	4 88
110	3 30
6 1/2	67
18 1/2	3 39
40	2 40
4 1/2	4 00
6 1/2	3 39
20	1 63
36	3 38
2 1/2	3 08
1 1/2	27
3 1/2	23
40	2 00
13	13
29	9 14
7 1/2	3 19
13	3 39
9	68

10	"	do	do
4 ³	"	do	do
6	"	do	do
12	"	do	do
31	"	do	do
7	"	do	do
38	"	do	do

Forward

20	2	10
14		63
5		30
4	1	30
6	1	94
7		49
6	1	89
		\$2631 36

Brought Over

2	of	Lapels	
27		Eagle Thread	
7		Books do	
43		Cold do	
40	"	Assorted Shu Thread	
1	"	Red " do	
4 ³	"	White " do	
3	"	Blk Amew do	
2	"	do do	
1	"	Amew do	
1	"	do do	
1	"	do do	
3 ⁷ / ₁₂	of	Rose Oil	
43	"	On Oil	
3 ¹ / ₄	"	Shoe do	
5	"	Cologne	
1	"	Perfumers	
1 ³ / ₄	"	Transparent Soap	
1 ¹ / ₃	"	Barbers do	
7 ¹ / ₁₂	"	Santue do	
2 ¹ / ₃	"	Corn do	

		\$2631 36
4	1	73
30	8	10
43	3	15
7 ¹ / ₂	3	20
30	1	30
2		25
30	2	25
95	3	85
20		40
8	1	00
7		88
4		30
90	5	32
8		33
4 ¹ / ₆		61
4	2	30
107	1	25
40	1	93
60		20
60		33
40		26

112	"	Shaving Brushes
13	"	do do
116	"	Razor Straps
3	Sett	Golden Alphabet
6		Worked Collars
2	dz	Boxes Wafers
12	Grs	Jews Harps
1	"	Wood Combs
1	"	Pocket Combs
12	"	do do
2	Engl Horn	do
13 1/2	Papers	Darning Needles
1 1/4 /m		Needles
12 /m		do
65	Set	Knitting Needles
4	dz	Smoked Tape
1	"	" do
9	"	Paper Pins
38	grs	Hooks & Eyes
2 1/2	dz	Tooth Brushes
7 1/2	"	do
4 1/2	"	do
3 1/4	"	Tooth Picks
2 1/4	"	do

Forward

24/-	2	74
13/-		63
10/-	1	46
4/-		37
2 1/2/-	1	50
2 1/2/-		30
9 1/2/-		36
3/-		38
12/-	1	30
8/-		50
1/6		37
5		76
14/-	3	07
12/-		73-
2/-		63
2 1/2/-	1	00
45		45-
53	4	95-
17	4	93-
4/-		33
6/-		44
11/-		86
2/-		68
3/-		84
		£2.7.19 83

Brought Over

3 1/4	dy	Steel Thumbles
6	"	German Silver do
2 1/2	qs	Steel Pens
1		Hair Brush
8	do	do
3 3/4	dy	Violin Strings
1/2	"	do
1/3	"	Magnets
1/4	dy	Rattles
1/3	"	Pocket Books
1/4	"	do
9		Pocket Books
1/3	dy	do do
1/4	"	do
14	"	Drap Coat Buttons
1 3/4	"	Buttons
4	"	do
1 1/2	"	do
11	"	do
1/2	"	do
6 3/4	qs	do
4	"	do
2	dy	do
9 3/4	qs	do
6 3/4	qs	do
1	qs	do
1 3/4	"	do
3	"	do
31	"	Suspender Buttons
1 3/4	"	Point (Buttons) Buckles
2	"	Dref Buttons
2	"	Shawl Pins

\$2.919	83
2/4	81
10	60
40	1 00
2/4	29
1/4	1 00
4/4	1 88
3/4	31
6/4	23-
6/4	19
1/30	50
3 1/2	69
2/4	2 04
12/4	50
13/4	44
8	1 12
1	89
20	80
13	3 63
8	88
1/4	13
4/4	3 39
5/4	2 50
20	40
2/4	2 44
3/4	2 50
4	15-
1/4	1 25-
10/4	3 75-
1/4	3 88
3/4	1 05-
1/4	25-
2/4	50

7	fine Combs
14	" do
4	" do
8	" do
8	" do
4	" do
8	" do
26	Engl Combs
3	Drop do
22	" do
2 1/2	dy Silk Gloves
3 1/2	" Cashmere do
1/2	" Thread do
	Forward

10	70
4	1 73-
9	36
1/2	1 17
9	73
8	32
4	32
14	3 64
7	33-
4	88
4.37	10 30
3.25	1 36
2.50	83
	<u>\$2,782 93</u>

Brought Over

1/2	dy	Little Thread	Gloves
1/4	"	Union	do
1/4	"	Little Thread	do
3/4	"	do	do
3/4	"	Pearl Silk	do
1 1/2	"	Heavy Cott	do
1/4	"	Light	do
3/4	"	Berlin	do
1/2	"	Ladies Silk	do
1	Pair	do	do
1/2	dy	do	do
1/2	"	do	do
1 1/4	"	Ladies Cash	do
2	"	Cott	do
7	Pairs	Little	do
3/4	dy	do	do

	\$2,782 93
2.25	73-
84	25-
1.15	29
104	94
8.00	6 66
104	1 15-
80	20
4.50	3 75-
3.25	1 63
24	25
4.50	2 25
2.38	19
2.25	2 68
65	1 30
24	1 75
1.50	1 25

1 ³ / ₂	Child:	do	9/-	1	38
1 ¹ / ₂	"	do do	10/-	1	15
2 ³ / ₄	"	Dark Silk Mitts	2 ¹ / ₂	3	63
1 ¹ / ₂	"	Cashmere Gloves	7.00	17	25
3	"	do do	3 ³ / ₅	7	30
3 ²	"	Col'd Kid ^{do} do	3.30	19	25
1 ¹ / ₂	"	White " do	3.30	8	70
1 ¹ / ₄	"	" " do	10.30	1	95
1 ¹ / ₂	"	Col'd " do	10.30	11	38
1	"	Cashmere do	9/-	1	13
1 ³ / ₂	"	do do	1 ¹ / ₂		69
1 ¹ / ₄	"	do do	13/-		12
9	Pair	Mitts	6'		36
2 ¹ / ₄	dy	Girls Horsts	2.00	1	30
2 ³ / ₅	"	Babies Boots	7 ¹ / ₄		63
1	"	Mitts	4 ¹ / ₂		30
3 ¹ / ₄	"	Slate Col'd Hose	12/-	1	13
2 ³ / ₅	"	Blk Cashm do	3.30	3	30
2	"	W & B do	12/-	3	00
1	"	do do	2 ¹ / ₂	3	30
1 ³ / ₂	"	do do	13/-		74
2	"	do do	10/-	3	30
1	"	do do	2 ¹ / ₂	3	30
1 ¹ / ₂	"	do	12/-		30
1	"	do	15/-	1	87

Forward

\$2.906.81

Brought Over

					\$29.66	81
1	dy	Worsted	Hose		2.25	2 35
1	"	do	do			
3/8	"	do	do		2.00	1 33
1	"	do	do		2.50	2 30
2 1/2	"	do	do		28/-	3 07
5/6	"	do	do		3.00	2 30
1/2	"	Lamb's Wool	do		2.50	1 25
1	"	do	do		4.25	4 25
1	Pair	do	do		2/-	25
8 1/4	dy	Cable	Cord		4/1	1 38
5 1/2	"	do			20	1 10
1 1/4	grs	Corset Laces			9/-	1 09
4	"	13rd Shoe Laces			20	80
6	"	3/4 "	do		2/-	1 30
5	dy	Lamp Wicks			8"	43
70	grs	Pearl Shirt Buttons			40	3 00
2 1/2	"	"	"	do	30	1 25
3 1/2	"	"	"	do	60	1 95
4	"	Agate	"	do	87	0 44
38	"	"	"	do	17	1 83
8	Rolls	Quality			2c	16
9	dy	Hair Pins			2c	18
7	"	Pin Pen holders			10/-	93
2 1/2	"	Wood	do		10/-	26
1	"	Best	do		10/-	10
1	"	Black Pencils			3/-	38
2	"	Red	do		20c	40
1/3	"	□	do		4/-	16
6	"	Com	do		10/-	63
4	"	Linew	Braid		18-	93
4	"	do	do		4/-	30
6	"	"	do		15	90

4	"	do
100	Spools	Cold. Silk
40	"	do
25 1/2	dy	Bonnet Wire
4	pc	do Ribbon
1 1/2	dy	Suspenders
1 1/4	"	do
1 1/2	"	do
1 1/4	"	do
3 1/2	"	do
3	Pair	do
4	Stand	Cloth
29	Bonnet	Flours

Forward

1/3	38
125	1 25
2c	80
2 1/6	88
6	24
5.38	1 49
14 1/2	2 19
11 1/2	49
6 1/2	19
4.25	1 76
3 1/2	75
1 1/2	0 92
	<u>3 68</u>
	\$39 38 37

Brought Over

30	Pans
1	Long Whale bones
11	dy Short do
19	Long round do
10	Cather Bolts
11	Pair Horse Lightnings
3	dy New Liphir
7	Cap Compl. Cards
3	" do do
4	Boxer Cases
1	Need Bag
2	Pair Scissors
1	" Snuffers
3 1/2	dy Chalk Lines
1	12/12-29 Fisto do
15	Cap Envelops

	39 38 37
3	1 00
7 1/2	30
6 1/2	69
1	19
3	30
6 1/2	69
6 1/2	13
3	35
4	20
1 1/4	75
4 1/2	95
3 1/4	44
3 1/2	39
3 1/2	1 34
3 1/2	38
1 1/2	60

9	"	do Small			44
35	"	Silt Note Paper			30
16	Pair	Worst ^d Mistletoe		1	00
3	dy	Pencil Leads	13		44
5		Silk Limes	2/4	1	36
3		Cott do			13-
3		Paper Cutters			24
1		Tooth Brush	1/-		12
1		Notice Book	5		05
5		" do	2		10
1		Gape Measure	9/-	1	13
1		Pocket Book	15		15
2		Knives		1	00
1/4	dy	Salt Spoons	14/4		52
1/8	"	Mustard	18/-		95
4		Butter Knives	4/-	2	00
2		do do	1/-		35-
2		Cott Knives & Forks	3.00	6	00
1		do & do	2.50	2	50
1	Pair	Glasses	21		21
13		Ring & Capsells	10/-	1	35-
3		do with Chains	10/-		32
5		Nagors	3.00	1	25-
1		Ala Bell			19
1		Notice Books	1/-		30
Forward					
					\$2990 30

Brought Over

4	Steel Chains
17	Shute Motto Paper
3	Steel Clasps
3	" do
3	Bosom Studs
2	Turgors
1	Fancy Box
2	" do
1	" do
3	Slab Salt
52	Masses Beads
11	Boxes
1	do
1	do
14	do
3	Silk Hats
3	Umbrellas
2	do
2	Pitchers
2	Cups
1	Fur Cup
1	Silk Long Shawl
3	Ladies Silk Bravats
2	do " do
4	Small Back Combs
1 1/2	" do
2	" do
12	" do
1/4	" do
1	" do
1 1/2	" do
3/4	" do

12 1/2	3 1/2	30
3	3	12
3	3	37
2 1/4	2 1/4	94
1 1/9	1 1/9	66
3	3	15
6	6	13
	4 1/2	30
	2 1/4	63
	1 1/4	18
	3	6
	4	3 08
	2 1/4	3 21
	2 1/2	25
	3 1/2	38
	2 1/2	3 30
	12 1/2	9 30
	90	3 10
	8 1/2	2 00
		27
	10	20
	4.00	4 00
	5 1/2	62
	28	1 10
	1/6	37
	20	80
	43	60
	2 1/4	63
	3 1/2	19
	6 1/2	19
	3 1/4	44
	4 1/2	29
	3 1/4	29

1/3	"	do
1/4	"	do
1	"	do
13	Pair	Side Combs
2	Boxes	1/4 1/8
7	Pair	Mittlets
32	dy	Black Madding
3/4	"	White do
1		Ladies Pin

Forward

1/3	44
1/4	31
1/4	29
3	39
	11
4	43
2 1/2	138
1/2	19
2 20	230
	\$3031 88

Brought Over

1	Ladies Pin
3	Gents do
3	Pair Ear Rings
17	Finger do
3	Watch Chains
32	dy Brass Rings
2 1/2	" do Small
4	Buff Pins
13	Sett Slides
11	dy Tape Needles
3	Set Watch Keys & Seals
26	Bornetts do old Tumblers
3	
3	Plain Shawls
3	Drop Handkerchiefs 3/4 3/4
1	Ladies Muffler
10	Yew Carpet
1	Large Scale
3	Small do
1	Smaller do

	\$3031 88
1/3	1 65
3/4	3 13
3 1/2	1 88
	1 03
9 1/2	3 35
3 1/2	1 31
2 1/4	20
9	34
3	60
7 1/2	77
2 1/4	1 00
6	1 56
10	20
10 1/2	2 50
	49
3 1/2	39
7 1/2	9 53
35.00	35 00
10.00	20 00
5.00	5 00

1	Clove & Pipe			21.00	20 00
1	Shirase			12.00	12 00
3	do Morocco Children Shoes			18f	6 75
2	Purr Calf	do	do	38	1 16
1	"	do	do	38	38
2	"	do	do	30	1 00
3	"	Slips		38	1 14
1	"	Girls	do	4f	75
1	"	Morocco	do	3/4	69
3	Vamps			4f	1 30
2	do			3f	75
1	Twine Holder			3f	38
112	do Staining Mat			2f	39
				\$3.165	71
3	" Cinnamon			34	1 70
4	Parasols	3f	4f		3 00
2	pe Black Edging	24	48	22 3/4	2 14
1	" Silk Vase			23 "	35 8 05
9	" Drep Trimmings			102 "	15 15 30
10	" do do			118 "	1f 14 75
1	" Grape			62 "	33 1/2 2 16
2	Holls Twist			8f	2 00
3	" Sewing Silk			3.30	16 30
4	do Sticks Twist				50
				\$3.331	11
				141	33
				\$3.393	66
	Add 3 pr cent for Transport				

B^a

Brought Over

\$3392 66

1 Hay Scale

130 00

1 Hackle & Rope

12 00

4 Setts 3 3/4 Boxes

9 30

30

8,534 66

2 " 3 3/8 do

6 00

13

B.

2 " 2 1/2 do

3 00

10

2 " 2 1/4 do

4 30

9

2 " 6 Bands

1 25

2 50

2 " 5 1/2 "

1 12

2 25

2 " 5 "

1 12

2 25

2 " 4 "

1 5

1 50

2 " 3 1/4 "

1 12

1 25

10 monkey

1 12

1 25

less 25%

13.00 14.50

1 1/2 12

1/4 Doz Ea Bench Screws

34 30

1/4 Clamps 13.00 1 Doz Ruly 10.00

13 75

Box + Cartage

50

74 75

Deduct sales since

3,629 41

Inventory was taken. viz

299 39

Add 5%

14 77

314 34

B

\$3,313 09

Depreciate or off 30 per ct

\$1,637 53

\$1,637 34

Personal Property

No			
13	Gal Jars	8' #	1 07
1	Lut	3/4	63
1	Measure 13 Bushel	3/4	34
12	Jars Yell	3/4	1 50
1	Set Iron China Ware	10.00	10 00
1	do Gilt do do	10.00	10 00
2	Toilette Sets	3.00	6 00
1	Mohogany Stand	6.00	6 00
1	Wash Stand	3.00	3 00
1	Bureau & Glap	10.00	10 00
2	Bed Steads	10.00	20 00
1	Quartette Table	2.00	2 00
1	Centre Card do	20.00	20 00
1	Sofa Bedstead	40.00	40 00
3	Cottage Chairs	1.00	3 00
6	Blk Walnut Wane Bottom Chairs	1.75	10 50
6	Mohogany Spring do do	6.00	36 00
1	do do do Rocking do	14.00	14 00
2	Arm Chairs	1.75	3 50
1	Childs Chair	1.50	1 50
1	Book Case	20.00	20 00
1	Launch (Lounge)	3.00	3 00
1	Walnut Work Stand	2.00	2 00
1	do Table	3.50	3 50
1	Bed press	6.00	6 00
30	Yell Carpet	70	35 00
37	" do	40	14 80
1	Lard Lamp	1.50	1 50
1	Astor do	9.00	9 00
3	Wooden Kitchen Chairs	44	1 32

1	Cooking Glap	250	2 30
1	Stove Pipe & fixture for Dining Room	6.00	6 00
13	Bowls Jelly	2 1/2	3 1/2
120	Volume Books	80.00	80 00
1	Golden Watch	60.00	60 00
1	Silver plated Waiter	20.00	20 00
3	Toilet Bottles	75	3 75
1	Silver Caster	6.00	6 00
2	Tin Cake Canisters	75	1 30
3	Trunks	150	4 30
8	Covered Wood Boxes	25	2 00
Forward			\$483 19 1/4

Brought Over		\$	483 19
	Tin Ware		5 00
4	Jugs	8	32
1	Cooking Stove Pipes & Fixtures		25 00
1	Parlor do do & do		12 00
1	Light Wagon		45 00
1	Lumber do		60 00
1	Span Horses		150 00
13	Boards Wood	200	30 00
1	Waiter		30
1	Coffee Mill etc		75
1	Spice Box		75
3	Baskets	4 1/2	1 00
	Lot of Candle & other Boxes		5 00
1	Wash Kettle		2 00
1	Cloth Horse		25
1	Carpet Bag		1 30
1	Satchel		30

	Spade. Shovel Manure fork. Hoe etc		3 00
1	Sett double Harness		10 00
1	" Single do		8 00
	Tongue etc		31
		\$	746 07 1/2
1	Sleigh		12 00
6/10	Shingles	2,30	15 00
1	Sett		20 00
4	Washed Damask Curtains 3.00		12 00
1	" do do		1 00
3	Window Shades & Hangings of		5 00
1	Bed Stead		5 00
	Fire Iron stand etc		1 25
		\$	817 33
	Depreciation off 30 per ct		438 66
			358 66

~~Witness of the subscriber Charles H. P. Lyman~~

Whereas I the Subscriber Charles H. P. Lyman
of Naperville DuPage County Illinois am justly indebted
unto John T. Green of the City County and State
of New York in the principal sum of Seventeen
Hundred & fifteen $\frac{41}{100}$ Dollars \$ 1,715 $\frac{41}{100}$ besides
interest for certain advances of Money made by way
of loan to Me said Lyman by said Green to sustain
My Credit and business at the time and times and
for the sum and sums following that is to say

For Cash on My draft dated March 21. 1850 \$ 500

" " " " " " Do 25 1850 500.

" " advanced at sundry times for which

I hold My Note dated June 16. 1850-

\$ 715 $\frac{41}{100}$

with interest from their respective dates

\$ 1,715 $\frac{41}{100}$

Now therefore in consideration of the surrender of
the said drafts and Notes, and the satisfaction of said
indebtedness as also in consideration of the sum of
one Dollar to Me paid in hand paid at the date
hereof I do hereby sell, assign, transfer and set over
unto said John T. Green and unto his executors
administrators and assigns, all of My Stock in trade
Goods, Wares & Merchandise an inventory Marked "B" and
also all of My furniture and household stuff, a more
particular description of which including chattles & will
be found in the schedule or inventory hereto attached Marked
"A". and now on or about the premises occupied by Me
in the Town of Naperville Illinois

to have and to hold all of My said goods, wares and merch-
andise, household stuff, Chattles & inventories of which
are hereto attached Marked "B" & "A" as aforesaid, and unto
said John T. Green his Executors, Administrators and assigns
for ever

Witness My hand and Seal this Twelfth
day of May A.D. 1853

Charles H. P. Lyman *Seal*

Signed in presence of

J. H. Savage

When said Lyman proceeded with his testimony as follows
The Property at that time was all at the Store at Naperville
and the Furniture was in the upper part of the Store in
Store

I executed the bill of sale on the 7th day of May A.D
1832 in the City of New York in satisfaction of so much of
my indebtedness to Green as is described in said bill of sale
Mr Green took the bill of sale in satisfaction at a discount
of over 30 per cent on the invoice prices, and came immediately
to Naperville and took possession of all the property
in my Store named in the bill of sale with the furniture
and all, and the other property horses wagons &c The
inventory of property was \$400, or thereabouts taken at
cost with transportation added I was indebted to said
plaintiff for actual advances in money to the amount of
about \$250, in all with interest. Green paid several
drafts for me which I had drawn in the course of my
business to aid me & of which some \$130 was paid
Coley & Madenorth. The said plaintiff then produced
several drafts and a certificate of deposit to said
witness Lyman

\$100.00

Naperville July 10. 1830

Mr John T Green

36 Liberty Street N.Y. City

At sight pay
the order of Erastus Lyman the one hundred Dollars
and charge the same to the account of
O. H. P. Lyman

Endorsed on back

Erastus Corning & Co

Pay R Withers Esqr

Cashire or Order

Matth Shumway

Rec of Anthony

Mary

Mr John J Green

37 Liberty Street N.Y. City

at sight please pay Madsworth

& Phelps or Order one Hundred Dollars and charge to
account of

\$100.00

Your Obedt Servant
C H P Lyman

Chicago July 8. 1830

Endorsed on Back

Pay Madsworth & Sheldon

Madsworth & Phelps

Madsworth & Sheldon

Mr John J Green

37 Liberty Street

at sight please pay

Rosenfeld & Rosenberg or Order Fifty dollars and charge
to account of

Your Obedt Servant

Chicago July 8. 1830

C H P Lyman

Endorsed on back

Pay Isaac Ditten horffn or Order

Rosenfeld & Rosenberg

Isaac Ditten

Mr John J Green

36 Liberty Street N York & Sir

at sight please
pay Blair & Stimson or order fifty Dollars and
Charge to account of *(initials)*

\$50.00

Chicago July 8th 1830

Your obt servant

C H P Lyman

Endorsed on back

Pay to Phelps Dodge & Co. or Order
Blair & Stimson
Phelps Dodge & Co

\$50.00

Five days after sight please pay to the order
of Madeworth & Phelps. Five Hundred Dollars. and
place the same to account of

Naperville March 25. 1830

Chas H P Lyman

to John J Green 36 Liberty St
New York City

due Apr 14th

Endorsed on Back

Pay Madeworth & Sheldon
or Order

Madeworth & Phelps

Received Payment
Madeworth & Sheldon

Accepted
C H P Lyman
March 25. 1830

No 399 dated March 16 1830

\$300.00

Three days from date please pay to the
Order of Thomas Brooks Five Hundred Dollars
and place the same to the account of
To John T Green Charles H Lyman
No 36 Liberty Street
New York City

Indorsed on Back

Charles H Lyman cft

\$300. paid

March 28 1830

Thos Brooks

Pay Strachan & Scott
or Order

Geo Smith & Co

p E Millard

S Wainwright

City Bank of New York.

New York March 25th 1830

City Bank
Hastings Libby & Torb have Deposited in this
Bank Four Hundred & fifteen ¹¹/₁₀₀ Dollars to the
Credit of themselves & subject to their Order
on the return of this Certificate

\$415 ¹¹/₁₀₀

R Shing Cashier

Enclosed on back

Pay John T Green or Order

Hastings Libby & Torb

Pay Chas H Lyman

John T Green

Pay Geo Smith & Co or Order

C H Lyman

Pay Stecher & Scott or Order
Geo & Smith & Co
per E. M. Mullard
Endorsements guaranteed
Stecher & Scott

when said witness Lyman proceeded with his testimony as follows

These are some of the Drafts which Green paid for me he paid several others a portion of the certificate has been repaid by me leaving the balance of my indebtedness included in the bill of sale to Green at the time of the sale about \$1750- and interest as before stated - I was indebted to Cooley Wadsworth & Company at different times to the amount of some of my drafts on Green. The property was not worth more than fifty per cent of the original cost There were many remnants of stock on hand which were not salable and it was well understood on the part of Green that he would not take the property as it then was in satisfaction of his debt at the prices set down but would discount a little over 50 per cent on the bill and buy new goods to replenish & continue the business - he afterwards hired me as agent to purchase the new goods necessary to fill up the stock upon his means and credit which he ^{after this} furnished me at New York and hired me to continue the business for him until he could have his employees there to whom he was under contract for a stipulated term of service

and further Plaintiff ^{offered} in evidence several private letters showing the confidence of Lyman the witness for the Plaintiff to the Plaintiff Green with a view of showing the applications made at different times during the 3 or three years preceding by witness to Green for these several advances of money which was objected to by Defts Counsel and objection sustained by the Court

On cross examination by depts Attorneys said witness Lyman testified further as follows.

Mr Green took possession of property immediately

after sale made 7th May - Green took possession
on 11th of May - all the property named in the
inventory was sold at one time with a deduction
of about 30 per cent so as to satisfy the claim on time
I do not know personally that Mr Green took
possession of property on the 11th of May I did not
see him take possession - I was ~~not there~~ only told
he took possession - I sold the store to Green
for \$100 the store was worth \$1300 - The store was
encumbered for \$200 - I sold the place over the ruin
to Green for \$300 - these last amts were also other advances made
for me in the same way as the other stated. It was encumbered
for \$750 - It was variously estimated to be worth from
\$500 to \$700 - I had some property in Chicago it
was encumbered to My Mother to its full value
She took it in payment of the incumbrance I was taken
on a Capias in favor of Cooley Madsworth and Company
The sale to Green was made subsequent to Capias or as
soon as I found myself unable to go on - I started
for New York immediately and after my arrest and giving
bail Mr Green is a Clerk in New York - I have acted
as his agent in this place in the Management of the
Store and goods which I sold to him since the 7th of
May last and purchased goods ^{for} him at New York
upon ^{his} credit according to the terms of my subsequent
agreement with him to continue as his general agent

On reexamination by said Plaintiff said Witness
Lyman testified further as follows

I had other property in Chicago all of which
I have conveyed and disposed of for the benefit
of Creditors. I had secured a claim to Cooley
and Phelps previous to Capias and I have made an

assignment of all my property remaining for the benefit of all my creditors. this property consisted of some \$1600. due me in debts and some \$1100. Real Estate all which is turned out

Cross Examination renewed by said defendant I drew drafts on Green about ten days before Copies was served I had no money in the hands of Green at the time. Drafts were dishonored by Green but expected he would advance for me as before he did Not know I was going to draw on him but he had continued always to help me by loans in this way and I was to pay interest

I advised him but the day before I have taken care of Mr Greens matters since my sale to him as his agent and have controlled matters here under his directions. Green has not been here since he took possession till now. He could not leave New York under his engagements there, where he has been employed as Post Keeper for some years for an extensive House there

The witness further stated that all the indebtedness ^{was} bona fide and that the arrangement with Green was made in perfect good faith to pay and satisfy him without intent to hinder or delay other creditors

A H Taylor being duly sworn testified on the part of the said Plaintiff as follows

I know the parties to this suit I know the time Green took possession of the Store goods and furniture it was May 11th last he came in and said he had purchased the Store and furniture He employed me to continue in the Store Green and I went round among the Stock and examined the goods the

Stock had many remnants. was not saleable without replenishing was worth about 50 per cent of original cost adding transportation He examined the furniture up stairs

Cross Examination of said witness Taylor on the part of Defendant

I went into employ of Mr Green Lyman the early part of March last. left Green in June I know the price Lyman paid for the goods. Goods were marked original price with cost of transportation added. Lyman's profits on sugars small shavings 10 to 12 per cent prints 1 to 2 per cent I have been in Mercantile business a long time. He Lyman could not have made a living at the prices for which he ^{was} selling goods while I was there in my judgement he could not have made anything while I was with him over and above the expense of his business.

Green showed me the invoice taken just before Lyman went to New York, did not see the bill of sale attached to the invoice as now. When Green went to take possession on the 11th of May last he did not take down all the goods. He turned some of them over. Green arrived in Naperville at noon and went away the next morning after examining the property ordering Sign &c. He made this examination of stock the afternoon before he left. He made a particular examination of the stock. He looked it up casually. He did not remove anything. He ordered a sign painted and put up. Bills to be made out in his name and had an advertisement published in the newspaper printed here. He examined the furniture handled it but little removed. Some of it the furniture was in the store up stairs the horses were brought over to the store with the halters. Green looked at the horses. He said the horses had better

be sold. Green ordered a sign to be painted and put up I know Mr Green. He is a Clerk in New York. After ^{the} sale to Green a new stock of goods came on in the name of John T Green. in my judgement the stock was worth from \$8000. to \$11,000. When Mr Green took possession as above stated he told me he wished me to remain at the same price and on the same terms as I had been and that Mr Lyman would act as agent for Green. There were no Mittens gloves socks and looking glasses in the new stock sent on in the name of Green. I can identify the Gloves Mittens and looking glasses named in the list to be part of the old stock.

Hereupon the Plaintiff admitted that the Execution in favor of Corley Madsworth and Farwell had been levied exclusively upon the household furniture which had been used by Lyman and upon some portion of the old stock mentioned in the inventory of property attached to the bill of sale from Lyman to Green, and not upon any portion of the new stock sent on in the name of Green.

Green did not ask me how much Lyman ^{had} paid me. Green asked me to stay for the same wages I received from Lyman, and that Lyman would act as his agent in conducting the business.

This Witness also identified the notice published by Green in the Dulage County Observer Printed at Saperville advertising change of Stock and that he would continue selling out new goods &c.

Notice - The undersigned has bought out
S H Lyman known as the Dubuque County
Cash Store. the business will be conducted
as heretofore exclusively for ready pay. I
have the pleasure of informing the friends
of Mr. ~~Lyman~~ Lyman that I have succeeded
in obtaining his valuable services. and he
will act as my agent in my ~~business~~
absence

John J Green

Superiorville May 11. 1850

N.B. A large and choice stock of dry
goods groceries &c. will soon be received to be
sold at the usual low prices generally asked
at this store

— Dreyer being duly sworn on the part of the Plaintiff testified as follows

I made up all the inventory to which the bill of Sale is attached except such portion of it as relates to household furniture. I took the prices from the goods as they were marked. The stock was not saleable was reduced. No staple articles remaining. Some of the goods would not have sold at any price. Most of them are on the shelves yet very few can be sold at all without the stock was replenished never could sell them. I don't think them worth 50% of original cost. Green came May 11th last and said he had bought out Mr Lyman and Mr Lyman was to act as agent. Green wanted me to stay as I had done before, and asked for my books. We commenced to sell goods in the name of Green May 11th AD 1882. Green gave directions to me to have a sign painted and I had it done and put up with Greens name. Green gave me directions to sell the goods as soon as possible. The time I went to Mr Lyman he had a poor stock of goods. I commenced with Mr Lyman 12th April

Cross Examination of Said Witness Dreyer on behalf of Defendant

I never saw any letters about Mr Lymans difficulties. Mr Lyman is now the head Clerk in the store. The new stock of goods sent on in the name of Green were worth about \$10,000. Mr Lyman is now in the possession of the furniture levied on by Powers just as he did before the sale to Green. He continues in the possession of the property wagon horses as before, they were before and are now & have been since used about the business of the store.

The said witness Charles P. Lyman was recalled and reexamined by Plaintiff and testified further as follows

X I am^{now} in possession of the furniture and house over the river by lease from Mr Green at fifty dollars a year this arrangement^{was} made after the sale and when Green hired me to act for him and carry on the business some time after he took possession

Cross Examined by Defendants
X I purchased the new stock for Mr Green as his agent part cash and part credit = I paid \$800. to \$1200. cash & the balance I got on credit = I purchased from \$12000 to \$14000 worth of goods I purchased all of the goods as^{the} agent of Mr Green and on the credit of Mr Green I went to New York and purchased goods while Mr Green was living there. Mr Green never purchased anything for the store out here. His Clerkship kept him busy and he could not leave until his term of service expired

Reexamined by Plaintiff. I am better acquainted with the Market for goods here than Mr Green. the cash and credit were furnished by Mr Green after my failure I had neither

The Plaintiff having rested The Defendant introduced Execution against Goods & Chattels of C. H. P. Lyman issued from Cook Circuit Court in favor of Francis R. Cooley, Elisha S. Macdowd & John V. Farwell directed to the Sheriff of DuPage County in words and figures following

State of Illinois }
County of Cook }

The People of the State of Illinois the
Sheriff of DuPage County Greeting

We Command You that of the Lands and Tenements
Goods and Chattels of Charles H P Lyman

Defendant in your County you ~~make~~ cause to be
made the sum of Four Hundred and fifty Dollars
and thirty eight Cents which Francis B Cooley Elisha
Madsworth & John O Farwell

Plaintiffs lately in the Circuit Court of said County
at a term thereof begun and held at Chicago in
said County on the first Monday of May instant
recovered against the said Defendant and
which by the said Court was adjudged to the said
Plaintiffs for their Damages

And Also the further sum of Eight Dollars
forty Cents which were adjudged to the said Plaintiffs
for their Costs and charges in that behalf expended
whereof the said Defendant is convicted as appears
to us of Record, And have you these Moneys ready
to render to the said Plaintiffs for their damages and
costs aforesaid and Make return of this writ with
an endorsement thereon in what manner you shall
have executed the same in thirty days from the
date hereof

Witness Louis D Hoard Clerk of our said Court
and the Seal thereof at Chicago in said County this
thirty first day of May A.D. 1852

Seal U D Hoard Clerk

It was admitted by Plaintiff that defendant
Powers was deputy Sheriff

The defendant then introduced an endorsement of levy upon the goods and Chattels for which this was brought as the property of S H P O L man which said levy purported to have been made by defendant as Deputy Sheriff which said endorsement was in words and figures following

By virtue of the within writ I have levied upon the property described in the schedule hereto annexed June 30th 1853

Charles R Farnell Sheriff
by J Powers Depty

Schedule of the property levied upon by virtue of the execution hereto annexed

- 1 Sofa Bottomed Chairs
- 1 " " Sewing Chair
- 1 " " Rocking "
- 9 Bone " Chairs
- 1 Arm Chair
- 1 one leafed Parlor Table
- 3 Stands without leaves
- 3 Bases of Drawers
- 1 leather covered trunk
- 1 french Beasted
- 4 Pieces of Carpets two pieces of them of about sixteen yards each and two pieces of about eight yds each
- 1 two leafed Stand
- 1 Clothes Cupboard
- 1 Small Bureau
- 1 Lounge
- 1 Parlor Stove

- 1- Pair Shovel & Tongs
- 1- two leafed ^{dining} Table
- 1- Silver Washed Waiter
- 1- " " fruit-Dish
- 1- Metallic Teapot
- 1- " Creamer
- 1- " Sugar Bowl
- 6- Glass Sauce Dishes
- 1- Bottle partly filled with Colony
- 2- Setts Wash Bowls & Pitchers white Color
- 2- Chamber Vessels
- 1- Table Spread
- 2- Setts China Sauce Dishes
- 2- " Teacups & Saucers
- 2- " Dining Plates
- 1- China Teapot
- 1- " Sugar Bowl
- 1- " Creamer
- 1- Castor
- 1- Knife Box
- 1- Molasses Cup
- 1- Flowered Japanese Sea Chest
- 1- Feather Bed
- 1- Lumber Wagon
- 1- Double Buggy Wagon
- 1- " Horse Harness
- 1- Single Cutter
- 1- Dark bay Mare
- 1- Light-1. ~~Horse~~ Mare
- 1- Stud Sucking Colt
- 1- Stove ~~and~~ box Stove and the Drumb belonging to it
- 3- Length of Stove Pipe
- 1- Hair Bottomed and backed Sofa

- 9- large sized Mittens
 1- Book Case
 13- pairs of Boys Buck Mittens
 6- " " Mens " Gloves of lead color
 33- " " " Mittens
 15- " " " Gloves of black color
 18- " " Woolen "
 16- " " Socks
 2 Solar Lamps
 1- one Horse Lamp
 9 Linen Table Spreads
 9 Linen Sheets
 18 " Towels
 10 " Napkins
 6 " Pillow Cases
 6- Mull Window Curtains
 3 figured Cotton Bed Spreads
 1 figured Cotton Stand Spreads
 12 Linen Stand Spreads

The Defendant then introduced as a witness the said A H Taylor who had been before examined on the part of Plaintiff testified as follows

I went into the employ of Lyman in March 1831 I have seen some of the furniture levied upon in Mr Lyman's house since Plaintiff took possession I can identify the store goods levied upon as part of the old stock in Lyman's possession before the sale to Green

When Green took possession he did not remove the stock He examined and went round to the store among the goods he looked at them passing. He completed this examination in one afternoon. He requested me to stay as before He did ask me the amount of my wages He said Lyman would be his general agent and I was to follow his directions. I was with Mr Lyman when he was arrested at the suit of Pooley Madson. He left for New York the a day or two after made the sale to Green as I have stated Green told me he was a Clerk in New York a New Stock came afterwards directed to J S Green about \$10,000 or \$12,000 worth Lyman always kept his own business to himself. He had no confidential Clerk. I never examined his books or letters after I went to Mr Lyman's he purchased new stock at several times when I first went he sold \$30 per day afterwards \$10 or \$12 from my knowledge of prices he could not have made anything while I was with him

~~on behalf of defendant~~ J H Keiser being duly sworn testified as follows: ^{on behalf of defendant} I went to Mr Lyman Oct 1830

He had on hand a good stock of goods about \$3000. He purchased about \$10,000 up to Jan^{first} following He sold goods below cost and very fast previous to New Stock some of the goods sold for little more than cost - by cost I mean New York prices adding transportation. He could not

pay expenses while I was with him. up to the 1st of December he remitted all the money he received to Chicago every evening after that he did not remit - I do not know what he did with the money. He sold as much as before - I know that he did not remit to Chicago because when he made remittances he always called me to testify to his enclosing the money - I reproached him with unfair dealing when he told me he understood his own business and that things would come out by & by - Lyman sold for ready pay.

The above testimony on the part of the defendant was objected to by the Plaintiffs counsel & objection overruled.

Mr William Brown (a Neg) was also called and sworn for Defence who testified that he was in Mr Lyman's employ in 1837 at the same time with last witness and remained there up to the time that Mr Green took possession after Mr ~~Green~~ Lyman became dissatisfied with River last witness I always carried his mail to the Post Office Mr Lyman sent letters every evening sent money in them and continued to send to his creditors in Chicago I was there when Mr Green took possession. He asked to see the horses and I brought them to him from the stable. He said they must be sold. He could get his teaming done cheaper than keep the horses and they had better be sold.

This was all the testimony for the Defence.

Mr Lyman was recalled by Plaintiff who testified that he had continued sending money to his creditors up to the time he was arrested and found he could not go on. That he went East to see about getting more money from Green, that he never remitted Mr Green

any money except one time \$50- to pay interest that
he had owed him every dollar he had stated more
because he had promised Green to pay more interest
that he became suspicious of Keyser and refused to let
him take his letter and finally discharged him
because he demanded more money

This was all the evidence on the part of Plaintiff
and Defendants and the Court instructed the jury
as follows

Instructions for the Plaintiff

If the jury believe from the evidence that the goods in
question were sold to the Plaintiff and that he took possession
thereof before the execution was put in the hands
of the Sheriff and that such sale was made upon a
good and valuable consideration the law is for the Plaintiff

A good ~~valuable~~ consideration in law may be the
indebtedness of one party to another whereby the party indebted
may transfer his property or effects to another in
satisfaction or discharge of this indebtedness

If the jury believe from the evidence that that
Charles H. Palmer was at the time of his sale
of the goods in question ^{largely} ~~wholly~~ indebted to others ^{but} ~~that~~
that he preferred to pay an indebtedness existing and
due from him to Green the Plaintiff and that
in consideration of such indebtedness he assigned
and sold him the property in question although
other Creditors received nothing the law is for the
Plaintiff. ^{one creditor to another and against} The Debtor may prefer his whole property
leaving nothing for others equally meritorious

I Scam 43

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Given Ex 6

Actual fraud is not to be presumed but should be proven by the party alleging it: therefore if the jury believe from all the circumstances in evidence that the nature and design of the sale in question was bona fide to secure and pay Green the Plaintiff an indebtedness due to him by Lyman and that Lyman had received advances of money from time to time from Plaintiff and not contrived as a fraud on the part of the Plaintiff to cheat or hinder other creditors, the law is for the Plaintiff - In all cases of ~~alleged~~ alleged fraudulent sales a knowledge of or participation in the fraud, must be shown on the part of the buyer as well as the seller in order in this case, to defeat the recovery of the Plaintiff

4

Ex 6

Given

If the jury shall believe from the evidence that the sale from Lyman to ~~from~~ the Plaintiff Green was bona fide, and that the Plaintiff at the time of such sale and since, has been confidential Clerk and Book Keeper for a Mercantile House in the City of New York and resides there; then, if the jury shall believe from the evidence that under such circumstances, Lyman acted, after the sale as agent for the Plaintiff, and that the Plaintiff was unable to give his personal attendance, such circumstances in law rebut any imputation of fraud; if they believe the transaction was in good faith and not in fraud of Creditors, and that there was a substantial change of possession following the sale

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3rd That the acts of Lyman, given in evidence by the Defendant Town, ought not to be regarded in this case, unless the Defendant has satisfied the jury from evidence, that at the time of committing such acts, the Plaintiff Green had a knowledge of them; and if the jury shall believe from the evidence that the Plaintiff Green had not knowledge of them then the law is for the Plaintiff.

The Court gave all the above Instructions, to the giving of the 3rd & 4th of which the Defendant by his Counsel then and there excepted and marked them "Ex to"

The defendants Counsel then moved the Court to give the jury the following instructions

Plaintiffs Instructions

1st If the jury believe from the evidence that Lyman remained in possession of the furniture in question subsequent to the alleged sale to Green without any substantial and exclusive change of possession it is fraudulent per se as to creditors and the verdict as to said furniture should be for the defendant

2nd If the jury believe from the evidence that said Lyman continued to exercise constant essential and conclusive acts of ownership over the property in question up to the time of the levy under the pretence of acting as an agent, they are to give their verdict for the defendant

3^d If the jury believe from the evidence that Lyman ^{without any change of possession} remained in possession ^{as controlling} agent up to the time of the levy of Powers, such possession is ~~conclusive evidence~~ ^a ~~of fraud~~ ^{pract} as to his Creditors (although Green had other agents in the store at the same time)

4th The mere paper transfer of the property in question ~~is~~ valid on its face is void as to creditors, if Lyman ^{without a change of possession} remained in possession even as Clerk, although the transfer was made in good faith ~~then the Plaintiff is not entitled to recover~~

5th If the jury believe from the evidence that John T Green did not purchase the property in good faith then the Plaintiff is not entitled to recover

6th If the jury believe from the evidence that there was no substantial and exclusive change of possession from Charles H & Lyman to John T Green then Green is not entitled to recover in this action although he may have paid a good and sufficient consideration for the property

7th If the jury believe from the evidence that the delivering of possession by Lyman to Green was either constructive, symbolical or temporary and that there was and had been no permanent acts of ownership exercised over the property by Green before the levy of the execution of Cooly, Madsworth and Barnell, then the Plaintiff is not entitled to recover although there may have been a temporary or symbolical delivery.

If the jury believe from the evidence that the Conveyance to Green was intended to hinder and defraud creditors and that said Green knew that fact he is not entitled to recover, although he paid a sufficient consideration for the goods

The Court gave the 1st 2^d 3rd 4th 5th 6th 7th & 8th of the above instructions as prayed for and the 3rd & 4th as modified by the Court to which said modifications the defendant by his Counsel then and there excepted upon the giving of which instructions the jury retired and coming into Court rendered a verdict for the plaintiff Damages one cent

The defendant by his Counsel thereupon moved the Court to grant a new trial on the ground that the verdict was contrary 1st to the evidence & 2^d to Law, and afterwards to wit on the 27th day of October A D 1882 after argument thereon had, said motion was overruled by said Court to which decision of said Court overruling said motion the defendant by his Counsel then and there excepted and ordered judgement upon the verdict which judgement was entered as follows

John J Green

N^o 26 vs

Leiny Powers

} Replevin

and now came the parties by their respective Attornies and the Court having heard them upon the motion formerly entered overruled the same to which decision the said defendant excepted, It is therefore ordered and considered by the Court that the said plaintiff recover of the said defendant the said sum of one cent his damage aforesaid together with his costs and charges

herein expended and that he have execution therefor
Whereupon the said defendant prays an appeal which is
granted upon condition that the said defendant within forty
days execute and file according to law, a bond in the sum of
five hundred dollars with Francis B. Cooley, Elisha S.
Hudson and John V. Sanwell as securities and it is hereby
stipulated that the bill of exceptions on the part of the
said defendant shall be presented to the judge of this
Court at his Chambers in Joliet on the third Monday of
December next

This Bill of exceptions signed sealed and delivered
at Joliet this 21st day of December A.D. 1853

Hugh Henderson *Prat*
Judge of the 11th Judicial
Circuit State of Illinois

State of Illinois
DuPage County I, Peter Northrop Clerk of the
Circuit Court in and for the said County of
DuPage and State aforesaid do hereby certify
the foregoing to be a true and correct copy from
the records of said Court of the proceedings had
in said Court in the before entitled cause.
And also a true copy of the Bill of Exceptions
filed in said Cause

Witness My hand and seal
said Circuit Court at Naperville in said
County this first day of January A.D. 1853
Peter Northrop
Ck

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Sidney Powers
vs
John T. Green
Record

Filed March 8. 1853.
L.eland C.R.

John T. Green
vs
Sidney Powers
H. J. Record
J. T. Green
H. J. Record

Sidney Powers
ads.
John C. Greene

Replevin.

Brief of Facts—

Defendants' title is derived under a levy upon an execution in favor of Cooley Wadsworth & Co. vs. Henry P. Lyman which was levied upon the goods replevied—

The goods levied upon consisted chiefly of household furniture horses & wagons— & a few goods— being the same mentioned in the endorsement of the execution

The defendant in the execution kept a dry goods store in Naperville. The judgment was obtained for goods sold him. He was arrested at the suit of the plaintiffs upon a capias & immediately after said arrest made a bill of sale of all his stock in the lump to said Greene who was at the time a clerk in the City of New York & has ever since continued in his clerkship Lyman continuing to conduct the business as before

excepting that he purports to act as the agent of Greene. Lyman continued in the possession & use of the furniture & horses as before having a lease of the same from Greene at \$50. per year. The lease was not produced & there ~~was~~ no evidence that the lease was in writing or was recorded. No removal of the goods was ever made. Greene came on from New York - stayed one afternoon & returned the next morning after taking a cursory survey of the stock by walking thro' the store but without any minute examination.

The following is the abstract of the evidence on the question of bona fide sale - & Change of possession.

C. H. P. Lyman says he sold the property May 7. 1852. The property including the furniture was in the store at Sapewille. He executed the sale in the city of New York on that day in satisfaction of so much of his indebtedness to Greene as is described in the bill of sale ^{upon a paper} sale was at 50% discount of the invoice prices - Property

estimated at \$4000. Indebtedness to
secure about \$1750. It was under-
stood Green was to buy goods to re-
plenish, & continue the business. He
afterwards hired him as Agent to
purchase the new goods necessary
to fill up the stock upon his means
& credit, which he afterwards fur-
nished me at New York and hired
me to continue the business for him
until he could leave his employment
when he was under contract for
a stipulated term of service. I do
not know personally whether Green
took possession of the stock sold him.
I was taken on a capias in
favor of Covey Wadsworth & Co. The
sale to Green was made subsequently
to capias. He started for New York
immediately after his arrest. Green
is a Clerk in New York. He has
acted as his agent in this place in
the management of the store &
goods sold to him & the new goods
& still continued his general
agent. Was taken care of Green's

matters since the sale to him as
his agent & has controlled mat-
ters since as his agent, under his
directions.

Guene has not been there
since he took possession until the
trial. - We could not leave New-
York under his engagements there
when he was employed as book-
keeper in an extensive house -

(The indebtedness was all bona
fide, & the arrangement with Guene
made in good faith)

I came in possession of
the furniture & house over the river by
lease from Guene at \$50. per year.
This arrangement was made after
the sale when Guene hired me to
act for him & carry on the business -
some time after he took possession. I
procured the new stock for Guene
as his agent - part cash & part
credit - Paid \$800. to \$1200. cash &
balance credit - purchased from
\$12000. to \$14000. of goods - purchased
all these goods as agent of Guene

and on credit of Green - went
to New York & purchased while
Greene was living there - Greene
never purchased anything for the
store out here - His Clerkship kept
him busy & he could not leave before
his term of Service expired.

A.D. Taylor says It was the 11th
of May when Greene took possession of
the goods & furniture - He came
in & said he had purchased the
store & furniture & employed me to
continue in the store. Greene & I
went round among the stock &
examined the goods. We turned some
of them over - We arrived in Nashville
about noon & went away the next morn-
ing after examining the property &
ordering a sign &c. We made no
particular examination of the
stock - looked at it casually -
did not remove anything - He
ordered a sign painted Bill to be
made out in his name & an ad-
vertisement published in news-

paper - He examined the furniture - handled it but little removed some of it - It was in the Store up stairs. The horses were brought over to the store with halters - Greene looked at them said they had better be sold.

After the sale to Greene a new stock from \$8000. to \$10,000 came on in Greene's name. Greene told me he wished me to remain at same price & on same terms as before. & that Lyman would act as his agent. Greene did not ask how much Lyman paid me.

Lyman's profits on Sugars Small - on Shuting 10 to 12% - Pints 1 to 2% - I have been in mercantile business a long time - Lyman could not have made a living at the prices for which he was selling goods while he was there. Could not have made anything over &

above the expenses of the business.

Davy - Some of the goods sold Green would not have sold at any price - The stock was not salable - no staple articles remaining. Most of them are on the shelves yet - very few can be sold at any price.

- Green gave directions as to sign - directed to sell as soon as possible -

Lyman is now in the possession of the furniture levied upon just as he was before the sale to Green. We continue in the possession of the property wagons & horses as before - They were used before & are now about the business of the store

A. H. Taylor. Green completed his examination in our afternoon - did not remove the goods - went round among them & looked at them in passing. We requested

me to stay - did not ask my wages - said Lyman would be his general agent - & I was to follow Lyman's directions. From my knowledge of prices Lyman could not have made anything while I was with him.

J. H. Keiser, went to Lyman in Oct. 1850. had a good stock - \$5000, - purchased \$10,000 up to Jan 1851. He sold goods below cost & very fast previous to new stock. He could not pay expenses while I was with him. Up to Dec 1st, he remitted what he received to Chicago every evening. After that he did not remit tho' he sold as much as before. Don't know what he did with the money. I reproached him for unfair dealing - He told me things would come right by & by - He always called me to testify whis enclosing money.

H. Brown - Green asked to see

the horses. I brought them over from the stable. He said they ^{must} better be sold. He could get his training done cheaper than by keeping the horses & they had better be sold.

Lyman, recalled - Continued to remit until the time of his arrest, & never sent Green any money except \$50.

Indications of want of bona fides in sale to Green.

1. It was made immediately upon an arrest of Lyman.
2. It was to a non-resident who took the property without any knowledge or examination before consummating it.
3. The purchaser was a clerk in New York & there is no evidence shewing any ability on his part to purchase.
4. No change is made or intended to be made in the business.
5. Green did not act as if he had any real

interest- He did not examine the goods, with any attention - did not even enquire the wages of the clerks spent - half a day only - went back to New York & never returned.

6. The only orders he gave were for the sale of the horses & those were not regarded.
7. Lyman ^{retained} had the same control & authority as before.
8. Greene purchased goods for Lyman to sell - to amount of \$8. or 10.000 - upon a mere general agency - when it appears from all the testimony that he had been doing a losing business & did not make expenses - & Greene entrusted this large amount of goods to Lyman without even going to see how the business is conducted with a full knowledge of his insolvency &c. - Is this provable?
9. Greene is a clerk in New York - is a bookkeeper - This position does not imply pecuniary responsibility but the contrary.
10. Greene is so situated that he cannot leave his business in New York - & yet there is such necessity for his going into business in Naperville that he buys a

large stock of goods - & entrusted them to Lyman to sell them.

11. Altho' Green furnished the money & credit he does not make the purchases but Lyman does so as his agent.
12. Lyman is not only agent to sell but agent to buy - & Lyman has to go on to New York to buy for Green who is living there -
13. Green shewed more anxiety about having a sign painted - & advertisement - than he did about what wages he was paying clerks or how the business he had gone into was conducted.

As to Change of Possession of the Furniture & Stock

1. There was no removal of goods - no visible change of possession of anything - Green walked thro' the store - changed the sign & went home. Lyman came back - & went into the possession & entire control of the stock

under the new name which he had before under the old one

2. As to the furniture - the sign & advertising had nothing to do with this - & these remained in Lyman's possession in precisely the same manner as before the sale.
3. The lease was evidently an after thought & intended to cover up the transaction but there is no evidence of any written lease or of any notice of such lease being recorded.
4. Before the sale - the parties occupy distinct positions. Lyman is in the control of the store at Naperville selling out the stock to such persons & on such terms as he pleases. Greene is bookkeeper in New York - After the sale for half a day Greene is in Naperville & Lyman in New York. After the parties resume precisely the same positions they occupied before the sale.

Sidney Powers

— add. —

John T. Green

Brief of Facts.

Sidney Powers }
add } Replevin.
John S. Grum }

Brief of Law.

Two things must unite to make the sale to Grum valid against creditors of Lyman.

1. It must have been made bona fide upon a good consideration & with no intent to delay hinder or defraud creditors. If not, the sale is void.
2. If the sale were made in good faith & with no intent to delay or injure creditors still there must have been an actual change of possession of the goods - & furniture from Lyman to Grum - and such change of possession must have continued up to the time of the levy - or the sale was fraudulent in law as against creditors.

These positions are sustained by the
case of *Thornton vs Davenport*
1 Scam. 296 - the leading case in this
State on this subject

In this case it was ruled that - "all
conveyances of goods & chattels where
the possession is permitted to remain with
the alienor or vendor ^{any} ~~the~~ fraudulent per se
& void as to creditors & purchasers unless
the retaining of possession be consistent
with the deed, as in case of an absolute
unconditional sale where the possession
does not "accompany & follow the deed".
Where the vendor's possession is not merely
evidence of fraud, but by legal inference
is a fraud per se, and cannot be
rebutted by evidence testimony of fair
intention; because the possession not
remaining with the person shown by the
deed to be entitled to it, works deception
& injury. But where from the nature &
provisions of the conveyance the possession
is to remain with the vendor & the trans-
action is bona fide, it is so remaining

is consistent with the deed & does not avoid it." *Ib.* page 298.

This authority establishes the above propositions conclusively

1st- That the sale must be bona fide -

2nd - If an absolute sale, the possession must accompany the deed or it is a fraud per se & void - & cannot be rebutted by evidence of fair intention.

* That the sale was not bona fide - is apparent from the grounds stated in the accompanying brief of facts. There is not a single circumstance which could be named as evidencing a fair bona fide sale which this transaction exhibits excepting perhaps that there was some existing indebtedness between Lyman & Green - & this is somewhat unsatisfactory.

But - if the sale was bona fide Was there any such change of possession as to render it a valid sale? It was an absolute bill of sale - & under the decision

* The 3^d Instruct is clearly erroneous because it makes the validity of the sale to depend on the bona fides of the sale without any regard to the fact of change of possession & is evidently calculated to mislead the jury.

* The 4th Instruct is erroneous... the under can not by a certificate of agency or bailment avoid the effect of want of change of possession - ~~shall~~ as ~~possession~~ is a mere matter.

in 1 Scam. unless the possession accom-
panied it, was a fraud in law & void
as to creditors whether made in good
faith or not.

Was there then any actual change of
possession? It must be an actual
change — not merely a colorable trans-
fer — It must be an exclusive possession
— not one concurrently with the vendor —
It must be a continuing possession
up to the time of the levy.

Archer v. Doubbell 4 Wend. 574. —
was a case where the bill of Sale was by
a tavern keeper of all his household
furniture — & on the same day the ven-
dor leased it to the brother of the vendor
who at the time resided with vendor &
continued so to do till after the sale.

There was evidence going to show that
the brother kept the house afterwards
& the vendor merely boarded with him.
The vendor lived in another county.
The consideration paid was fair &

there was no fraud on the part of the vendor - The Court say - "If the lease was colorable only & the lessee did not in fact take possession of the goods and control the establishment subsequent to the lease then I do not perceive on what principle the sale is to be sustained - If the possession remained in the vendor & the lease was colorable the whole transaction was void"

Page v. Perchard 1 Esp 305.

Bill of Sale of effects of public house including liquors & furniture 4th April - A person entered the house at 7 P.M. of the same day - & took possession but he permitted the vendor to sell liquors during the evening, as usual - & to receive money - Lord Kenyon said that the allowing her to appear as usual, mistress of the house & exercise acts of ownership was a fraud on creditors & the execution creditors took the property -

In *Wardall v. Smith* 1 Camp 332,
there was a bill of sale of household
furniture to a creditor who immedi-
ately took possession by putting his
servant into the house - but the ven-
dor carried on ^{the business} ~~possession~~ as usual
for several weeks with the agent of
the servant put in possession - Lord
Ellenborough in his opinion said -
"To defeat the execution by a bill of
sale there must appear to have
been a bona fide substantial
change of possession - It is a mere
mocking to put in another person to
take possession jointly with the former
owner of the goods."

"A concurrent
possession with the assignor is
colorable - There must be an
exclusive possession or it is void
as against creditors."

Lums v. Adams B Leigh (Vig) 320.

A for full value paid him sells two slaves to - I - and the property is delivered. - On the same day the Vendee hires the slaves to the Vendor afterwards before the rights of a creditor had intervened the Vendee sells the slaves - held that this sale was equivalent to an actual ~~renewal~~ ~~of~~ possession which was good against any creditor whose rights attached after the deed -.

Brockenbrough. J. Possession too accompanied the bill of sale: for at the time of its execution the slave was delivered to the Vendee at his own house; On the same day however there was a delivery of the possession to the Vendor on a contract of hiring; and this possession of the Vendor would seem to be inconsistent with the deed, and notwithstanding the apparent fairness of the contract ^{for} hiring, would I think bring it within the rules of Edwards vs Harkin, and render the sale void as to the creditors who should levy an execution on the slave during the continuance of such possession of the Vendor; But it would not render it void as to creditors at large not only as to those whose rights attached during such possession

-ion of the Vendor."

batell. In speaking of the case of Sydnor
vs Lee supra and of Judge Brooks opinion in
that case said "I have understood from him
that his opinion turned on the presumption
of possession. Mine certainly did and
that exclusively as will appear from the report
of the case. If I am correct in this statu-
-ent of the case Sydnor vs Lee is no authority
for the proposition that when the sale has
been in fact fair the case is taken out of
the rule of fraud per se, by a bona fide
-purchase or hiring by the vendee to the Vendor
for valuable consideration; two judges only
of the five who constitute this Court having
expressed such an opinion. Such a proposition
has not in my humble judgment the weight
- value of a single decision of the Courts of Westm
- inster Hall, and is I think directly contrary
to the decision of this Court in Williamson vs
Farley 15 a case which as I well
remember was gravely considered by the Court."

4 Leigh 535. Sydnor vs Lee This was a case when
a bill of sale of slaves had been executed for
a valuable consideration and the slaves delivered
subsequently the slaves were hired from Vendor

by Vendor consideration good and transaction
bona fide long after the delivery to the Vendee
a creditor of the Vendor (the plaintiff) seizes
judgement and attaches the slaves as the property
of the Vendor - held that the slaves are the
property of the Vendee

Carr J. said - "The doctrine in the case of
Harden Edwards vs Harben is unquestionably
sound. But then the Vendee did not obtain
possession under the bill of sale before the
right of the creditors of the Vendor accrued"
the above is a quotation from a case in Mass
Bartholme vs Williams 1 Pick 288.

Wabell J. said "I am for affirming the judg-
-ment upon the ground that the Vendee took
possession of the property before the rights of
the creditors attached. But for this I should
be for reversing it for if there had been
no such assumption of possession, I should
have been clearly of opinion that the case would
come within the rule of Edwards vs Harben"

6 Watts & Serg (Pur R) McBride vs McClelland

The question upon which this case turned was whether
there had been a sufficient delivery: the goods having
been in the possession of the Vendee about 40 minutes
and then returned to the Vendor for safe keeping the
sheep which constituted part of the goods having first

been marked by the Vandee
Rogers. I. "To enable the plaintiff to recover two things
are necessary. He must prove a purchase from the
former owner, and an actual bona fide delivery
to the vendee, for in order to make a transfer of
personal property available against creditors or a
subsequent assignee it must be accompanied by
a change of possession at the time or within a
reasonable time thereafter. The change of possession
must be bona fide, not colourable, clear and
equivocal and exclusive. The rule is intended to prevent
fraud, and avoid the danger to creditors by giving a
man a false and delusive credit. After stating
very clearly the reason of the rule Mr Justice
Kennedy in Streep vs Eckhart (2 Wharton 307) holds
this language - "Since then this is the object of the law
in requiring that a change of the possession
shall accompany a transfer of the right of property
how is it possible that a change merely for a
single night or day can answer the purpose
and advertise the public of the change of owner-
ship in the property." And in Young vs McArthur
there (2 Watts & Serg 147) a case very like in all its
circumstances to the present, it is held that to
constitute a valid assignment of personal property
against an execution there must be a delivery accom-
panied and followed by a continuing possession
in the assignee. And when the possession does

not follow, as well as accompanying a transfer it is a fraud in law, without regard to the intent of the parties, and becomes a question of law. It is not sufficient that the assignor give to the assignee a delivery which may be symbolical or constructive, or a temporary delivery and then take the article back into his own possession and keep and use them just as before. This is not the possession in the assignee which the law requires."

The learned Judge in speaking of the fact of the sheep having been marked, says "It is true that the party resorted to the ridiculous pretence of marking the sheep for what purpose it is not difficult to conjecture."

Babb v. Clemson 5 Serg. & Rawle 419.
Babb the Sheriff levied on certain stock as the property of one Pusey, but before the sale subsequently made received notice of an assignment of the property previously made by Pusey to E. Clemson, who brought trespass against the Sheriff. The assignment was ~~made~~ in due execution in the presence of witnesses, but was objected to among other grounds on that of possession

being retained by Pusey. The evidence shewed that Pusey continued to use the property after the assignment in precisely the same manner as previously thereto - tho' Miss Clemson had taken possession & had employed a man to take charge of it - that he rode a horse & killed one of the cattle mentioned in the assignment - the hiring by Clemson was disputed; & it was shown that the man was employed in the ordinary business about the farm, & that when his time was out, Mrs Pusey requested Miss Clemson to lend her money to pay him.

On this point the opinion of the Court was clear explicit & decided. They say - "There was no real change of possession. Every thing continued in the same state; occupied & used in the same way & by the same persons after as before the sale. All things remained in statu quo.

Every act of ownership which the property was susceptible of, went on in the old way. The possession of Peter (the man hired by Miss Clemson) was entirely colorable. He did just as he had done before; acted by the order & under the direction of Pusey. The sale was inconsistent with a continuing possession in Pusey." — — — — —

— — — — — "There cannot be a concurrent possession in the assignor & assignee; it must be exclusive or it is deemed colorable & fraudulent. To defeat the execution there must have been a bona fide substantial change of possession. It is a new mockery to put in another person to keep possession jointly with the former owner —

John Hancock was indebted to Clow & Sharp in the sum of about \$2000. To secure the payment thereof he executed a mortgage on certain goods & chattels. The mortgage was not recorded, & the mortgaged property remained in the possession of the mortgagor. The Sheriff levied by virtue of a *fi fa*, on the above property, but was notified of the mortgage prior to the sale.

Clow & Woods brought in *resp.*

Gibson J. says - "I take it to be necessary that ^{that retention of possession} ~~not only~~ be a part of the contract, but also that it appear to be for a purpose fair, honest & absolutely necessary.

— — — — Where possession had been retained without any stipulation in the deed, the cases have uniformly declared that to be not only evidence of fraud — but fraud per se."

Duncan J. spoke to the same effect. Clow & another vs. Woods - 5 Serg & Rawls 275

Goldsbury vs. May 1 Littell 254.

A. took a mare in satisfaction of a judgment; & shortly after lent her to B. his debtor. Subsequently a third party levied on the mare while in the possession of B. whereupon A. brought trover against the Sheriff, claiming to own the mare by virtue of the prior sale.

The Court say — "The delivery & removal of the property might have taken place & the loan have been made in good faith & yet the use & subsequent possession by B. furnish conclusive evidence of fraud"

"The circumstances then of the commodity being delivered for a moment & then returned; or of that returning being done by way of express loan; or the still stronger fact that a valuable consideration was given by the vendor, will not rebut this inference"

"In such a case, it is error to leave the question of fraud to the determination of a jury."

Page 7. ¹⁰ ~~Car~~ ^{ter} N. Hoamp. 77.

Trover for 138. nests of wooden tubs alleged to have been converted by defendant. The plaintiff purchased of Derby & Howe 150. nests for the purpose of shipping to New York, but being unable to ship at the time of purchase (Dec 30,) agreed with D. & H. that the tubs should be stored in a barn occupied by them, until the opening of navigation in the succeeding Spring - Plaintiff took away 12 nests in April, & prior to the attachment requested a writ to see the tubs packed up & sent to landing, but owing to the absence of Howe this was not done. The Sheriff attached the tubs with some other property on the 9th of May on writ of William Waile vs. D. & H. & on the 19th following attached for Philip Ripley vs. Howe alone - Boating had commenced some time before the date of the levy, but was suspended by a freshet occurring about that time. A verdict was rendered in the Court below subject to the opinion of this Court.

Parker C. J. after alluding to the various circumstances connected with the case remarks — "But this sale though valid between the parties must be deemed fraudulent as to the creditors of Derby & Howe, because the property was after the sale was permitted to remain in their possession. This gave D. & H. an opportunity to treat the property as their own after the sale & thereby obtain a false credit" — — — — —
— — "The creditors of the partnership might deny its validity as to them, because there had been no change of possession"

In Clark vs. Morse 10 N. Hamp 236, which was trover for horse & wagon belonging to John C. Hadleigh & attached on writ in favor of Noah Clark & by the officer delivered to Coulb who sold it to R. S. Clark by whom after the lapse of 2 or 3 weeks it was rented to Hadleigh & subsequently at =

tached by the debt on a writ in favor of Richards the Court by Parker C. J. say — "When there is merely evidence of a sale from one to another in the ordinary course of business, & a change of possession for 2. or 3. weeks, after which the property goes back into the possession of the vendor, the circumstances if they do not bring the case within the rule of Coburn v. Pickering (3 N. H. 415) will furnish strong indications to be left to a jury (fraud in New Hampshire being a question for ~~the~~ jury) on which to find the sale fraudulent in fact unless the evidence to negative fraud be very clear & conclusive" — — — — —

— — — — — "If the change of possession be such as to indicate merely a bailment for a short period it may be substantially as respects third persons as if no change had taken place".

The case was not deemed to come within the rule of Coburn v. Pickering on the ground that "the attachment was notice to all persons having any interest that the debtor had not parted with the possession

of the property on a bailment for him."

Kundley vs Webb 3 J. J. Marshall 643.
Suit in Chancery instituted by Webb vs
Marsh & Kundley to foreclose M.'s Equity
of redemption in a Slave alleged to have
been mortgaged by him to Webb. The bill
alleges that Marsh being indebted to
Webb executed a mortgage on two slaves
to him. - that shortly thereafter M. took
one of the slaves & converted him to his
own use claiming him as his property
by virtue of a prior sale from ~~Webb~~
Marsh. Kundley allowed the boy
to remain in Marsh's possession.

By the court quoting from Sturtevant
25 Ballard 11 John. ~~say~~ "The cases
in which a postponed delivery will
be allowed are special" and then
proceed to remark - "The reason (for
possession remaining with vendor) must
of course appear on the face of the con-

tract; for it is the contract of Sale which
determines whether the possession be
fraudulent per se or not; & the judg-
ment of law on the subject cannot
be averted or influenced by any ex-
traneous circumstances; there can
be no explanation "dehors" the writing.
"The bill of sale is unconditional. It
passed the title to Rundley. It does
not shew a sufficient reason why
Marsh retained possession of the boy
after the sale. The judgment of law
upon these facts is, that as to a bona
fide creditor the sale is fraudulent;
& it results necessarily that the judg-
ment cannot be avoided by proving
aliunde reasons for allowing
Marsh to retain the possession. The
bill of Sale & possession are incon-
gruous; the possession did not
"accompany & follow the property"
-- "The contract in this case
exhibits no badge of fraudulent
intent on the part of Rundley.
His purchase may have been
perfectly fair, but it must stand

or fall not according to its moral
character, but its legal aspect"

For a full & thorough discussion
of this entire subject, see Smith's
Leading Cases Twyn's case &
notes.

In Coburn v Pickering 3 New Hamp 415
it was decided that an agreement subsequent
to a bona fide sale that the vendor should
retain possession & pay rent was no
sufficient explanation of the possession
to remove the legal presumption of
fraud growing out of such possession
Same point is ruled in

Paul v Crocker 8. N.H. 288

Frank v Bowers 11 Soq.

As to the length of time the vendor must be in

exclusive possession of the property - and the notoriety
~~notoriety~~ notoriety which must characterize such
 possession before he can replace it in the vendor's
 possession under a contract of buying
 See French v Hall 9 New H. 137 146
 Clark v Morse 10 " " 236

The 3rd & 4th Instructions given for the jury are in
 direct violation of the principle of the case of
 q. Thornton v Davenport & the verdict is
 plainly against the law upon the evidence
 as stated.

Larned Arnold

3 Gil R 464 Rhine v Sheffertal approves Thornton v Davenport
 2 Scam 296 as to possession being found per se

Corbett
 — add. —
 Green —
 Abstract
 Brief of Law
 Appeal

Filed June 22^d 1853.
 L. Leland Clerk.
 By J. H. Leland Deputy.

Supreme Court at Ottawa Ill

June Term 1853

John T. Green vs. Enn

et al.

Powers.

Enn & Du Page Co. vs. Enn.

Term at October T. 1852.

The case was replevin brought by Enn
vs. Enn & Du Page Co. who as Deputy Sheriff had taken
under Execution ^{against one Lyman} certain Goods & Chattels of Green.

It appears that Green had a
Sale Bill from Chas. H. Lyman of all the stock of
Goods & furniture in his Store at Waperville, Ill.
in May last 1852 - that the Consideration was an
indebtedness of said Lyman to Green of about some
\$2500. of which \$1450. was absolutely paid & satisfied
in this transfer, and that Lyman made an
Assignment of the balance of his property to his
Creditors amounting to some \$2700. The stock was
a remnant of Goods then in Store not worth 50 per
cent of cost and the furniture had been in Lyman's
possession, but was then stored in the Store at Waperville.
Immediately after this was made. Green left New York
where he resides & went to Waperville, where he took &
entered into formal possession of the property - that he
then changed the sign, & under the name - had a
notice put in the County Newspaper - announcing
his ownership -

— All the questions arising on the record in this case were fairly & fully submitted to the jury below under the instructions of the Court. And were all questions entirely within the province of the jury. In such cases new trials will { 13 Ills Rep. 699.
not be granted — { 2 Gilin. 618.
{ 5 Gilin. 72.

In which Humboldt Justice lays down the rule explicitly ^{unless} that the verdict ~~manifestly~~ strikes the mind as manifestly and palpably contrary to evidence ^{that} Court will not interfere to set it aside. 5 Gilin. 72.

See also 8 Gilin 475 — thought then to be misdirection of the Judge on a point of Law. — Verdict is against instruction, & against weight of evidence still provides the Court be satisfied that instruction done verdict will not be set aside.

The Court is reluctant to set aside a verdict ~~which is~~ ^{as} contrary to evidence which the Judge who presided at the trial has refused to disturb. — but it must be a case manifestly against the evidence. — 12 Ills. Page. 100.

Verdict will not be set aside on technical or doubtful grounds. — Graham on New Trials 388

When evidence is contradictory leaves a question in doubt & ^{has} fairly been submitted to a jury Court will not disturb the verdict on a motion for a new trial — Ackley & Kellogg & Co. 223 —
6 Cr. 682

The three questions arising at the time
of this case were -

1st Was there a substantiated charge of the
possession before the levy of the officer from Lyman to
Green the day in Error accompanying the sale -

2^d Was the Sale made fraudulently to
injure and delay Creditors? -

3^d Was the possession of Lyman after sale
made as agent & clerk of Green per se fraudulent
and the sale made void as against the Creditors
of Lyman -

per

The evidence shows a substantiated charge of
possession & this question was submitted to the Jury
on the argument & instructions of the Court -

To determine the question of delivery - whose risk
of accident was the possession from the 11th day of May
1852 - of the Iron & Chattels at Naperville? -

The question of what constitutes a delivery
is a question ^{of fact} for the Jury and of intention between
the parties at the time of sale -

1 Coram, Fictive P. 102 -

20 Probans - 284

1 Tauntor 458 -

13 Probans - 182

Lyon on Sales - P. 266, 267

Hillier on Sales, P. 84, 85, 86, 87

all the cases cited

Amador / Hunter / Denis 48 -

Sale of timber at 10 cents
per foot - but quantity not ascertained
yet held a delivery

2.

The sale was made after good consideration & a bona fide indebtedness from Lyman to Green. The debtor may prefer one creditor to another and exhaust his whole property leaving nothing for other creditors equally meritorious.

1 Sum. 100 } 2 Scam 43 - Cripp & Bryant
Rogers & Kennedy } 12 Peters 178. Clarke & White

The release of a debt is a good consideration in law - An agreement to forbear to sue a debtor is a good consideration for the promise of a third person to pay the debt. 20 Wendell page 201. 4 Cowen. 432 -

An Act for the benefit of one party, or to the prejudice of another constitutes a sufficient consideration
Doyle v. Knapp 3 Scam. 337.

See Chittyon Contract 361 & 362 & notes
where all the authorities are cited

3.

The possession of Lyman after the sale was the possession of John T. Green. A change of the property had taken place & the possession was not as in sales absolute unaccompanied by delivery quid per se -

The question in such cases even if no change has taken place is not an absolute inference of law but one of fact for a jury -

This rule Kent lays down as his conclusion from all the recent English & American cases -

Hammett v. Russell. 1 Leach. 310.

Shelton v. Shaw. 4. Sugly & Loom. 321.

Brook v. Pover. 15 Meap. 244 In this
^{Cont. Supp.}
 case, though possession is evidence of the strongest
kind, it is not conclusive - The vendor may
 notwithstanding upon proof that the sale was
 bona fide & for a valuable consideration and
 that the possessor of such property afterwards
 was in pursuance of some agreement not
 inconsistent with honesty in the transaction
 and so it has been often held both in this
 Court and in England -

See also Hare v. Law 2 N. H. P. 13. Ch. Just
 Woodley says that the above circumstances should
 be submitted to a jury to determine whether the
 sale was fraudulent or not.

Leah v. Rekeny - 3 N. H. P. 430.

Ash v. Savage 5 N. H. 545

Potts v. Smith - 5 Conn. 201

Shelton v. Ballard - 9 Whig. 337

Razon v. Kennedy 1 Jenn. 100.

Possession is regarded in all cases as regarded only in
 the light of evidence that a secret trust exists between
 the buyer & seller - therefore needs explanation or rebuttal.

In New York all the cases are decided upon the principle that possession is only prima facie evidence of fraud & no conclusion can be found which holds a different rule. See opinion of Ch. Justice

below in - Hall v. Fittle - 8 Wendell 375

also opinion by Ch. Justice Savage.

Bussell v. Hopkins, 3 Carr. 166.

Barrow v. Pastor, 5 Johns, 261

Jennings v. Carter, 2 Wendell 449.

Durer v. McLaughlin, 2 ibid. 596.

Drane v. Eddy, 16 Wendell 522

The latest cases are Fiddard v. Butler, 20 Wendell

P 541 - 4 Constable 581 - Can this question where it

~~has been~~ can only properly rest, that possession

is regarded as fraudulent unless the party claiming

under the Sale Bill or Mortgage disprove the

fraud or explain the possession.

The ruling of our own courts upon this question is

1841-29 consistent & align with all the leading authorities -

Ch. Justice Wilson says in Thowles v. Sargent - 1841-297. that when from the nature & provisions of the Conveyance possession is to remain with the vendor & the transaction is bona fide, sale is not avoided.

This whole question was one of fraud & the jury were not instructed.

When there is evidence on both sides, and the jury are not instructed in a question of fraud

the Court must not set aside their verdict finding
being a question of fact for the decision of a
Jury. Wain v. Center 3 John Rep. 271 -

J. H. Foyne
atty for deft
in Error -

Supreme Court
at Ottawa

John T. Quinn
J. Power

29-'53

H. Hoynes
Clerk

53

12/11/2

Know all men by these presents that we
Sidney Powers Elisha Swadsworth Francis B
Cooley And John V Farwell are held and
firmly bound unto John T Green in the
penal sum of Five hundred Dollars
dollars to be paid unto the said John T.
Green his executors Administrators or Assigns
for which payment well and truly to be
made we do bind ourselves And each of us
Our and each of our heirs Executors and
Administrators firmly by these presents sealed
with our seals And dated this second
day of December A.D. 1852

The condition of the above obligation
is such that whereas the above named
John T Green did at the October Term ¹⁸⁵² of
the Circuit Court within and for the
County of Du Page recover a judgement
against the above bounden Sidney Powers
for the sum of One and damages & costs in a
^{4 chapters there expended}
^{action of Replevin then & there happening between said parties}
from which judgement the said
Powers has taken an appeal to the
Supreme Court of said State of Illinois.
Now if the said Sidney Powers shall
prosecute his appeal with effect And
shall pay ^{the said costs, interest & damages} whatever judgement may be
^{in case said judgement shall be affirmed}
~~Rendered~~ Against him by the said Court
upon the dismissal of trial of said appeal
then the above obligation to be void
otherwise to be and remain in full force
and virtue.

J. B. Cooley
E. Swadsworth
John V. Farwell
Sidney Powers

^{6.}
Ophelia Bond

Filed 24 Dec 1852
Chas C. Riddler
Clerk

29
Sidney Powers
John T. Green

29

Opinion by Sec. of

21/2

Refused

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