

13608

No. _____

Supreme Court of Illinois

Finlay

vs.

Dickerson et al

71641  7

STATE OF ILLINOIS,
SUPREME COURT,
Third Grand Division.

No. 101.

862

9
Tuesday
7/5
Dickerson

13608

Referred

STATE OF ILLINOIS, }
SUPREME COURT, }

The People of the State of Illinois,

To the Sheriff of the County of

Cook

Greeting:

Because, In the record and proceedings, and also in the rendition of the judgments of a plea which was in the Circuit Court of Cook County, before the Judge thereof, between Thomas S. Dickerson

plaintiff; and R. G. Howland and William C. Jones and Matthew B. Finlay garnishee of the said R. G. Howland and William C. Jones

defendants, it is said that manifest error hath intervened, to the injury of the said Matthew B. Finlay

as we are informed by his complaints the record and proceedings of which said judgments we have caused to be brought into our Supreme Court of the State of Illinois, at Ottawa, before the Justices thereof, to correct the errors in the same, in due form and manner, according to law: Therefore, We command You, That by good and lawful men of your County, you give notice to the said R. G. Howland, William C. Jones and Thomas S. Dickerson

that they be and appear before the Justices of our said Supreme Court, at the next term of said Court, to be holden at Ottawa, in said State, on the first Tuesday after the third Monday in April next, to hear the record and proceedings aforesaid, and the errors assigned, if they shall see fit; and further to do and receive what said Court shall order in this behalf; and have you then there the names of those by whom you shall give the said R. G. Howland, William C. Jones and Thomas S. Dickerson

notice, together with this writ.

Witness, The Hon. John D. Caton, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this 18th day of September in the Year of Our Lord One Thousand Eight Hundred and Sixty one.

L. Leland

Clerk of the Supreme Court.
by J. B. Rice Deputy

266. Cook Co

Matthew B. Finlay

No. 101 vs.

Thomas S. Dickerson
and others

SCIRE FACIAS.

Filed April 18 - A. D. 1862

S. Seland Clerk.

Signed this writ on the
within Thomas S. Dickerson
by Reading the same to him
this 10th Day of March 1862

fees
1 d 50
m 60
R 40
70

Attest Reading Sheriff of
Cook County
by Wm Wagner Deputy
paid by _____



[Faint handwritten notes and bleed-through from the reverse side of the document, including names like 'James S. ...' and 'Thomas S. Dickerson'.]

STATE OF ILLINOIS, }
SUPREME COURT, } ss.

The People of the State of Illinois,

To the Clerk of the Circuit — Court for the County of Cook Greeting:

Because, In the record and proceedings, as also in the rendition of the judgments of a plea which was in the Circuit — Court of Cook — County, before the Judge thereof, between Thomas S. Dickerson —

plaintiff, and R. G. Howland and William C. Jones and Matthew D. Finlay garnishee of said R. G. Howland and William C. Jones —

defendants, it is said manifest error hath intervened, to the injury of the aforesaid Matthew D. Finlay —

as we are informed by his — complainant — and we being willing that error should be corrected, if any there be, in due form and manner, and that justice be done to the parties aforesaid, command you that if judgment thereof be given, you distinctly and openly, without delay, send to our Justices of the Supreme Court the record and proceedings of the plaint aforesaid, with all things touching the same, under your seal, so that we may have the same before our Justices aforesaid at Ottawa, in the County of La Salle, on the first Tuesday after the third Monday in April next, that the record and proceedings, being inspected, we may cause to be done therein, to correct the error, what of right ought to be done according to law.

Witness, The Hon. John D. Catton, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this eighteenth day of September in the Year of Our Lord One Thousand Eight Hundred and Sixty one

L. Leland

Clerk of the Supreme Court.
by J. B. Rice Deputy

Matthew B. Finlay

No. 10 vs.

~~Richardson~~
Therese S. Dickerson

WRIT OF ERROR.

This Writ of Error is made a
Supersedeas, and as such is to be
obeyed by all concerned.

L. Leland

J. N. Rice Clerk

FILED September 18 A. D. 1861

L. Leland

Clerk.



Sept 18 1861

Sept 18 1861

Therese S. Dickerson

[Faint handwritten notes and bleed-through from the reverse side of the page]

Supreme Court, State of Illinois, Third Grand Division.

MATTHEW B. FINLAY, Plaintiff in Error,

v. s.

THOMAS S. DICKERSON,
R. G. HOWLAND, ~~vs~~
WILLIAM C. JONES, and
—— Howland,

} Defendants in Error.

ABSTRACT.

Page 1, 2, This was an action of foreign attachment commenced by Thomas S. Dick-
3. erson, plaintiff, in Circuit Court of Cook County, on the first day of Novem-
ber 1859, against R. G. Howland and William C. Jones, defendants, the latter
only being a nonresident, on a joint debt against the said Howland and Jones,
and amounting as sworn to, to the sum of \$979,34-100, and being for goods
sold and delivered.

4, 5, 6. The usual affidavit and bond were filed, and the usual writ in such cases is-
sued to the Sheriff of Adams county on the day aforesaid, returnable to the
November term of said Court, 1859, (21 Nov.) and directing the property of
Jones to be attached. R. G. Howland to be summoned, and Matthew B. Fin-
lay and —— Howland to be summoned as garnishees of said Jones.

6, 7. This writ was on the 18th day of November 1859, returned by said Sheriff,
not found as to Jones, and served on the 15th of said month on Howland, de-
fendant, and Finley and —— Howland garnishees.

7, 8, 9, 10, On the 6th day of December thereafter, the Plaintiff filed his declaration in
11. said cause, counting on the defendants owing him \$1,500 for goods sold and
delivered, the same sum for other goods sold and delivered, the same sum for
money lent, the same sum for money paid, the same sum for money had and
received, the same sum for interest, the same sum for work and labor, &c., and
the same sum on account stated and alleging damages \$1,500. And the plain-
tiff at the same time also filed the usual interrogatories to garnishees.

On the 5th day of February A. D. 1860, there was filed in said Court a
copy of notice and certificate of publication of the same, which notice and cer-
tificate is as follows:

“Cook County Circuit Court, November Term, A. D. 1859.

Thomas S. Dickerson,

vs.

R. G. Howland and William C. Jones.

15, 16. Public notice is hereby given to the said William C. Jones, that a writ of
attachment issued out of the office of the Clerk of the Cook County Circuit
Court, dated the first day of November, A. D. 1859, at the suit of the said
Thomas S. Dickerson and against the estate of the said William C. Jones, for
the sum of nine hundred and seventy nine dollars and thirty four cents, direct-
ed to the Sheriff of Adams county, which said writ had been returned executed.
Now therefore, unless you, the said William C. Jones, shall personally be and
appear before the said Cook County Circuit Court on or before the first day of
the next term thereof, to be holden in the city of Chicago, on the third Monday
of November A. D. 1859, give special bail and plead to the said plaintiff's ac-
tion, judgment will be entered against you and in favor of the said Thomas S.
Dickerson, and so much of the property attached as may be sufficient to satis-
fy the said judgment and costs will be sold to satisfy the same.

LUMAN ELMORE, Plaintiff's Atty.

W. L. CHURCH, Clerk.”

We, the undersigned, publishers of the Chicago Press and Tribune, do here-
by certify, that a notice of which the annexed is a true copy, was published
four consecutive weeks next after the 20th day of November 1859, in the daily
edition of the Chicago Press and Tribune, a newspaper published in, and of
general circulation through the county of Cook, and State of Illinois.

PRESS AND TRIBUNE CO.

Chicago, Illinois, February 2d, 1860.

By G. D. Willitson.

17, 18. On the 15th day of October A. D. 1860, judgment by default was entered
against the defendants Howland & Jones, and the Court assessed the damages
at \$1,149 98, and rendered judgment for the same. And the said plaintiff hav-
ing theretofore filed interrogatories to the garnishees Howland and Finley, a
conditional judgment was rendered against them at the same term for \$1,149
98, and a scire facias ordered.

Page
21, 22, 23
48.

On the 19th day of October A. D. 1860, the said Matthew B. Finley filed in said Court his answer as garnishee in said cause, denying that at the time of the service of said writ on him, or since he was or has been indebted in any manner to the said defendants or either of them, and also denying that he did then have or since has had in his possession or control, custody or charge, any moneys, goods, chattels, choses in action, credits or effects which ever belonged to said defendants, or either of them, other than what he received before service of said writ, from the said Jones (who had been the owner of the same) under and by virtue of a certain assignment made by said Jones in good faith to the said Finley, on the 13th day of May 1859, and which is as follows:

39, 40, 41,
42, 43, 44. An indenture made and concluded this 13th day of May A. D. 1859, between William C. Jones of the county of Adams and State of Illinois, party of the first part, and Matthew Finlay of the same place, party of the second part, and the several other parties whose names are hereunto subscribed, creditors of the said Jones, parties of the third part. WITNESSES, that whereas the said Finlay has incurred divers liabilities as security for the said Jones, and he is indebted unto the said parties of the second and third part, in divers sums of money which he the said party of the first part is unable to pay at present. Now, therefore, this Indenture witnesseth, that in consideration of one dollar paid by the said party of the second part, to the party of the first part, and of the trusts hereinafter created, the said party of the first part does hereby grant, sell, convey, assign, transfer and set over unto the said party of the second part, all the goods, chattles, wares, and merchandize, machinery and tools now in the building occupied by the said party of the first part as a store room and shop, and situate on the South-East corner of Lot eight, in Block eight of the original town, now city of Quincy in said county, and also all notes and accounts payable to the said Jones, or to the late firm of Howland & Jones, and also all the right, title and interest of the said Jones to a certain lease from John McFadden to William C. Jones and Rowland G. Howland, of the following described Real Estate, to wit: The main building and all the premises and buildings on the following described lot and also the ground, to wit: Thirty-four by one hundred feet, being a part of lot number eight, in block number eight, in the original town now city of Quincy aforesaid, and bounded as follows: Beginning at the South-East corner of said lot and running thence West along Hampshire street thirty-four feet, thence North one hundred feet, thence East thirty-four feet to Fourth street, thence South along Fourth street to place of beginning, subject to certain exceptions therein named; which lease bears date June 8th, 1855, and was recorded June 9th, 1855, in Book J of Mortgages, on pages 423-4-5 of Adams county Records, and all the estate and interest of the party of the first part therein. Upon trust however that he the said party of the second part, his executors and administrators, do and shall, as soon as conveniently may be, make sale and dispose of such parts of said property as are in their nature saleable, for the best prices in money that can be reasonably had or obtained for the same, and shall collect and get in so much and such parts thereof as are in their nature not saleable, and it is hereby declared & agreed that the said party of the second part and his executors shall stand possessed and interested in the aforesaid property, and the money to arise by such sale or sales, and to be called in and received as aforesaid upon trust, and to the intent that he or they shall and do in the first place pay and return to and reimburse himself or themselves all such costs, charges, and expenses as he or they respectively shall or may pay, sustain or expend in or about such sale or sales to be made as aforesaid, or in collecting or getting in the debts and sums of money mentioned, to be hereby assigned as aforesaid, and do, and shall there also pay the expenses of preparing and executing these presents, and all costs, charges and expenses incident thereto or which may be incurred or sustained in or about the execution of the trusts herein expressed, or any of them, including reasonable compensation for the service of said Finley. And then in trust that he, the said party of the second part, and his executors and administrators do and shall apply the residue of the proceeds of said property; firstly, to the payment of the following debts: that is to say, a debt from Howland & Jones to Flagg & Savage, and for about \$250, the same being promissory notes for \$250, dated September 15th, 1858, and due October 15th, 1858. Also a note made by said Jones to George Padgett for \$355 09, and bearing date February 10th, 1859, and payable one year after date, with ten per cent interest from date. Also, a certain agreement made by the said Jones to Powers & Finlay, as security to pay to Giles F. Filley, on the first of August A. D. 1859, the sum of \$550. Also, a certain note made by the said Jones to Powers & Finlay

Page
39, 40, 41,
42, 43, 44.

for \$100 and ten per cent interest, and payable one day after date; and a certain other note for \$28, of like date, time of payment, and rate of interest and parties, and also to the payment of all other debts which the said Jones alone or with any other person may owe to the said Flagg & Savage, George Padgett, Giles F. Filley, Powers & Finlay, or either of them. All which aforesaid debts the said Finlay as security for said Jones, has heretofore promised to pay or cause to be paid; and the residue of said proceeds the said Finlay is next to apply to the payment of whatsoever remains unpaid on two judgments in favor of U. Campbell & Co. against the said Howland & Jones, rendered at the October term of the Circuit Court of the county of Adams, and State of Illinois. And if thereafter any thing shall remain of the proceeds of said property, the same shall be paid pro rata to the other creditors of the said Jones and the creditors of the late firm of Howland & Jones who shall assent hereto, and if any thing shall remain after the payment of said debts, then such surplus to be paid to the said Jones or his legal representatives.

And for the consideration and purpose aforesaid, the said Jones hath made, constituted and appointed, and by these presents doth appoint the said Finlay his executors and administrators, his true and lawful attorney and attorneys in the name of said Jones, or otherwise to adjust, settle and liquidate all accounts and notes relating to the premises, and from time to time to collect, get in and use, and take all or any legal or equitable means, course or expedient, for the recovery and receipt of all the debts and sums of money mentioned, to be hereby assigned as aforesaid, and upon the receipt thereof, or of any part thereof, receipts, acquittance and other effectual discharges for the same, or so much thereof respectively as shall be then acknowledged or expressed to have been received, to make, sign, seal and deliver and compound for any bad or dubious debt or debts, and one or more attorney or attorneys, agent or agents, under him or them, for all or any of the purposes aforesaid from time to time, and again at his or their pleasure to displace, and further to do and execute all and every other act and acts requisite or expedient to be done in or about the premises, as fully and amply to all intents and purposes, as he, the said Jones might or could do, or have done in his own proper person if these presents had not been made. And the said Jones, for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the said Finlay, his executors and administrators, ~~doth covenant, promise and agree to and with the said Finlay, his executors and administrators,~~ shall and will at all times hereafter, justify and allow, ratify and confirm all and whatsoever he, the said Finlay, his executors and administrators shall lawfully do or cause to be done, in or about the premises, and shall not nor will revoke or make void any of the powers hereby given, or in pursuance of these presents, to be given to the said Finlay, his executors or administrators, nor release, discharge or compound any of the debts or sums of money hereby intended to be assigned as aforesaid, nor sue for, or intermeddle with the same, or any part thereof, nor do any thing whereby the recovery thereof, or any part thereof, shall in any wise be hindered and prevented, nor otherwise act or interfere in and about the premises further and other than the said Finlay shall direct, devise, or require; also, that he, the said Finlay and his executors and administrators, shall be charged and chargeable with his or their respective receipts, payments, acts, and wilful defaults, and not otherwise; and shall not be charged or chargeable with or for any sums of money other than such as shall actually and respectively come to his or their hands, nor with or for any loss or damage which shall or may happen in or about the execution of any of the trusts, without his or their wilful default. And it is further agreed that the said Finlay may cause the property aforesaid, or any part thereof, to be insured at his discretion, and deduct the premium of such insurance, as expenses as herein before provided for the deduction of expenses. And the said Jones further agrees, that upon reasonable notice he will attend the said Finlay and assist him in making and adjusting all accounts relating to the assigned premises and property; and the said Jones covenants that he will, at the costs of the party desiring the same, perform and execute all further reasonable acts necessary to the performance of said trusts, and for the further and better assuring and assigning the property aforesaid hereinbefore mentioned, and intended to be assigned, and for enabling the said Finlay to collect, recover and receive the same or any part thereof. And the said Finlay covenants on his part, that he will faithfully execute all the trusts herein and hereby reposed in him as aforesaid so far as he may be able, with reasonable diligence to perform the same.

Page In witness whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

WM. C. JONES, [SEAL.]
M. B. FINLAY, [SEAL.]
GEORGE PADGETT, [SEAL.]
FLAGG & SAVAGE, [SEAL.]
GILES F. FILLEY, [SEAL.]
By GOODWIN & DAVIS, *Atty's.*
POWERS & FINLAY.

26. The answer further shows that the property so ^{secured} by the said garnishee amounted in value only to \$2,855 05, and that at and from the time of said service on him, and till the filing of said answer, he had in his hands derived from said property, only the sum of \$968 56, and three promissory notes obtained from the sale of said property by him, as follows, to wit:

One note from Scheipering & Co. to said Garnishee for \$386, due February 10th, 1860.

One do from same to same for \$220, due April 11th, 1860.

One do from same to same for \$220, due June 10th, 1860.

23, 24, 25, 26. Having in good faith before the time of said service, sold all of said property and collected all debts that could be collected, and paid over the remainder of said funds according to the terms of said assignment to persons thereby entitled, and the same being all that could be realized from said assigned property by reasonable diligence in the management of the same. And that all the creditors of said Jones except the said Dickerson and one James Parnell, had before said service assented to said assignment. And that the funds that came into the hands of said garnishee from the assigned property, were insufficient to pay the claims of those creditors who had assented to the assignment.

26, 27. And afterwards, to wit: on the 28th day of June A. D. 1860, the said cause came on to be heard on the answer aforesaid of said garnishee, and his motion to be discharged. Whereupon the said Court set aside said conditional judgment, and rendered judgment in favor of the said R. G. Howland and the said William C. Jones, for the sum of \$1,149 88, with costs of suit for the use of said plaintiff, and against said Finlay, and ordered execution therefor. And that the said moneys when collected be applied to the said original judgment.

46, 47, 48. To reverse this last mentioned judgment, the said Finlay seeks a writ of error and a supersedeas, to restrain further proceedings in said cause until the same may be heard in the Supreme Court of the State of Illinois.

The errors assigned in this cause are in substance: *Reversal of said judgment*

1. That the garnishee Finley, instead of having a judgment rendered against him, ought to have been discharged.

2. That if any judgment should have been by law rendered against the said Finlay as garnishee, it should not have been rendered in favor of the said Howland & Jones for the use of said plaintiff, but on the contrary, in favor of the said Jones alone for the use &c.

3. That the judgment rendered was too great in any event; the answer only disclosing \$968 56, in the hands of the garnishee, and the judgment being for \$1,149 88.

WHEAT & GROVER, *Pliff's Atty's,*

PLAINTIFF'S BRIEF OF POINTS.

Before any valid judgment could by law have been rendered against the garnishee, a valid judgment must have previously been rendered against the defendant in attachment. 1 Purp. Stat. page 100, sec. 11. *15*

There was no such judgment in this case. The apparent judgment on the record in this case against Jones was a nullity because:

1st. The certificate of publication of the printer copied in the record furnishes no evidence at all that any publication of notice was ever made.

In order that such certificate should be evidence, it should have stated the dates of both the first and last paper containing the same. 1 Purp. Stat. sec. 1. page 77. In this case it states neither of these dates directly or inferentially. See Record 16.

2d. The statute required the notice to state among other things, that unless the defendant in attachment should appear, give bail, and plead within the time limited by law for appearance, judgment would be rendered, &c. 1 Purp. Statutes, 99, sec. 14.

This time, in case of no personal service (the case here) was to be sixty

days after the first publication, (and this having been made during a term of the Court,) must have been for some subsequent term, at least sixty days off. This notice, however, instead of following the statute, required Jones to appear to the term of the Court then being held.

The cases of *Jones vs. Hoblit* and *Pardon vs. Dixon*, 23 Ill. 473 and 572, seem to establish that, even in case of personal service, such defects as the foregoing would render any judgment founded thereon a nullity.

These objections, in the case of a garnishee, are not altogether technical, because, unless duly charged by *valid legal proceedings*, he has no defence to subsequent suits by other creditors.

3. In respect to the first error assigned, and on the real merits of the case,—
The answer states the assignment to have been made in *good faith*.
(This must be taken *as true and admitted*, as a matter of fact.)—
That the plaintiff in error owed nothing and held nothing, except under said assignment. If this is *valid*, his defence was complete.
Although the Court below held the assignment invalid, (as it seems,) it is difficult to conjecture on what grounds.

The covenant of the assignor to the assignee, in the first part of the deed, that the assignee shall not be held liable to the assignor except for actual receipts and wilful defaults, when construed in connection with the covenant of the assignee in the last part of the deed to all the parties interested, that he will faithfully execute the trusts, &c., does not *invalidate* the assignment.

McIntyre v. Bimson, 20 Ill. 502, 503.

Burrill on Assignments, 374.

2 Par. on Contracts, 12.

Grover v. Wakeman, 11 Wend. 187-192.

Brigham v. Tillinghast, 15 Barb. 618, 620.

Jacobs v. Allen, 18 Barb. 549.

An assignment, like any other instrument in writing, should be so construed as to render it legal and operative rather than illegal and void.

Burrill on Assignments, 374, and cases there cited.

11 Wend. and 15 Barb. above.

22 do 488

Construing together the clause in the assignment declaring the trusts, (middle of p. 2 Abstract,) and the covenant of the assignee, (bottom of p. 3 Abstract,) their meaning is this and this only, as is supposed: that the assignee is to convert the property, as soon as it can conveniently be done with reasonable diligence, into money—that is to say, without unnecessary trouble, expense, or delay. It is not supposed such provisions render the assignment invalid, or, in other words, conclusive evidence of fraud.

Burrill on Assignments, 197.

Cunningham v. Freeborn, 11 Wend. 256, 257.

Surely the clause in the assignment which provides that if anything remains after payment of all the creditors who assent to the assignment, (which, in this case, is nothing more or less than that they will receive the money raised from the sale of the property assigned) to the extent of their debts, the surplus shall be paid to the assignor or his legal representatives, cannot make assignment invalid. Such a provision is only a declaration of what the law would be in the absence of any provision in that respect in the assignment.

Conkling vs. Carson, 11 Ill. 510. *Hendman vs. Dill*, 11 Ala. 689. *Grimshaw vs. Walker*, 19 Ala. 101. *Austin vs. Johnson*, 7 Ham. 191. Also see 2 Kent 9th Ed. 728 to 734, and notes.

In respect to the 2d error assigned, it is difficult to conjecture on what ground a judgment could be rendered in favor of the defendants in attachment, Howland and Jones jointly, on the answer of Finlay, when it denies all manner of connection in any way between him and the defendant, Howland.

In respect to the 3d error assigned,

There was in the hands of Finlay, at and from the time of the service of the writ of attachment on him till the filing of his answer, only \$968.58.

The only other thing he had in his hands in any way connected with the transaction, was three notes to himself, amounting in the aggregate to \$820, from Scheipering & Co., obtained by sale of the assigned property, made by him on credit.

If the assignment is *valid*, he of course is not to be charged as garnishee, either with the money or the notes.

The plaintiff seeks to charge the garnishee, because he says the assignment is invalid. Can he, in order to make out such charge, ratify for the *assignor* a sale made contrary to the term of the assignment, and by attachment reach the funds or proceeds recovered from such sale?

Must he not go against the property sold where that might be?

If those notes could be reached by attachment, should it not have been by garnishment of the makers?

How is Finlay to be charged for them, when perhaps they never would be paid?

If he had surrendered them up to the Sheriff, or to the Court, how could they have been disposed of by any law of the State of Illinois?

WHEAT & GROVER, *Atty's for Pltff's in Error.*

100

Abstract and
pleasings

Filed April 24th 1862

L. L. Loomis

Att.

UNITED STATES OF AMERICA,

STATE OF ILLINOIS, COUNTY OF COOK, SS.

Plas, before the Honorable George Manure Judge of the Seventh Judicial Circuit of the State of Illinois and also presiding Judge of the Circuit Court of Cook County, in the State aforesaid, and at a term thereof begun and held at the Court House in the City of Chicago, in said County, on the Seventeenth day of June 1859 (being the Seventeenth day) of June 1859 in the year of our Lord One Thousand Eight Hundred and Forty One and of the Independence of the said United States the Eighty Fifth

Present, Honorable George Manure Judge of the 7th Judicial Circuit of the State of Illinois. }
Charles Warren States Attorney.

Anthony C. Keeling Sheriff of Cook County.

Attest, William L. Church Clerk.

Witnessed. W

Hereofore, to-wit, on the first day of November, in the year of our Lord One thousand eight hundred and fifty-nine. Thomas S. Dickson by Symon Elmore his Attorney filed in the Court aforesaid, his certain Praecipe, Affidavit, and Attachment Bond, which are in words and figures following, to-wit, Praecipe.

State of Illinois }
County of Cook }

Circuit Court of Cook County
November Term A.D. 1859.

Thomas S. Dickson

P. G. Woodland and William Jones, Attorneys

The clerk of said Court will issue a writ of Attachment ag^t def^t Jones, in the above Cause directed to the Sheriff of Adams County, returnable at the November Term of said Court A.D. 1859 & Worrland to be summoned as a joint debtor.

Syman. Elmore. Plaintiff Attorney

To W.S. Church Esq. Clerk

Chicago 1 November 1859

Affidavit

State of Illinois }
Cook County }

Thomas S. Dickerson of the County and State aforesaid, being duly sworn deposes and says, that R. G. Worrland and William C. Jones, now or lately partners in trade, doing business under the name and style of "Worrland and Jones" are justly and truly indebted to the deponent in the sum of Nine hundred seventy nine ⁵⁴/₁₀₀ dollars for goods sold and delivered by the deponent to the said Worrland and Jones, and at their request, in the County of Cook aforesaid, and the deponent further says, that the said William C. Jones is not a resident of this State, but resides in the State of Tennessee. Deponent therefore prays a writ of Attachment against the Estate of the said William C. Jones, and that the said R. G. Worrland may be summoned in said writ as a joint debtor to

answer to the said action, and that Nathan B.
Finley and _____ Wood and may be summoned
as garnishes in the said suit-
subscribed of money to before
me this twenty eighth day of Thomas S. Dickerson
October, A D 1859

Dece L. E. Alexander,
Notary Public

Bound

Know all men by these presents, that
me Thomas S. Dickerson and John P. Parker both
of the city of Chicago, County of Cook and State
of Illinois, are held and firmly bound unto William
C. Jones in the penal sum of Nineteen hundred fifty-eight
dollars and fifty-eight Cts, lawful money of the
United States, for the payment of which, ^{said} sum, well
and truly to be made, we bind ourselves, our heirs,
Executors and administrators, jointly and severally
by these presents, Sealed with our seals and
dated this twenty ^{ninth} ~~eight~~ day of October AD
1859.

The condition of the above
obligation is such, that whereas the above bounden
Thomas S. Dickerson has on the day of the date here
of, prayed an Attachment out of the Circuit Court
of Cook County, at the suit of himself against
the estate of the above named William C. Jones
for the sum of Nine hundred seventy nine dollars

4

Twenty-four Cents, and the same being about to be
sued out of said Court, returnable on the third
Monday of November next to the term of said
Court; Now if the said Thomas S. Dickerson
shall prosecute his said suit with effect, or in
case of failure therein, shall well and truly pay
and satisfy the said William L. Jones, all
such Costs in said suit and such damages as
shall be awarded against the said Thomas
S. Dickerson his heirs, Executors or administrators,
or in any suit or suits which may hereafter be brought
for removing fully being out the said Attachment
then the above obligation to be void, otherwise to
remain in full force and effect

Signed sealed and delivered in presence of
P. S. Vandervoort

Thomas S. Dickerson Seal
John P. Parker Seal

And afterwards, to-wit on
the same day and year last aforesaid, there was
issued out of the Court aforesaid, and under
the seal thereof, the People writ of Summons
and attachment in aid, which is in words and
figures following, to-wit,

State of Illinois }
Cook County }
The People of the State of Illinois

3

To the Sheriff of Adams County: Greeting

Whereas Thomas S. Dickerson
plaintiff hath complained on oath to William S.
Church, Clerk of the Circuit Court of Cook County
that P. S. Worland and William L. Jones defendants
are justly indebted to the said Thomas S. Dickerson
in the sum of Nine hundred seventy nine dollars and
thirty-four Cents, and oath having been made that
the said William L. Jones, resides out of this State
so that the ordinary process of law cannot be served
upon him, and the said plaintiff having given
bond and security; according to the act in such
Case made and provided. We therefore Command
you, that you attach so much of the Estate real and
personal of the said William L. Jones to be found in your
County as shall be of value sufficient to satisfy the
said debt and Costs, according to said Complaint, and such
estate so attached in your hands to secure, or to provide
that the same may be liable to further proceedings
thereupon, according to law, at a term of the Circuit Court
to be holden at Chicago, within and for the County of Cook
on the third Monday of November inst. so as to Compel the
said William L. Jones to appear and answer the Complaint
of the said Thomas S. Dickerson; and that you also
summar Nathaniel B. Finlay and _____ Worland
as garnishees to be and appear before the said Court on
the 3^d Monday of November inst. then and there to
answer what may be objected against them, when

and where you shall make known to the said Court, how
you have executed this writ. And we further
Command you that you summon the said R. G. Worland
if he shall be found in your County, personally to be
and appear before the Circuit Court of Cook County,
on the first day of the next term thereof, to be holden
at the Court House, in Chicago, in said County, on
the 3 Monday of November inst to answer unto Thomas
S. Dickerson in a plea of Trespass on the Case upon
premises to the damage of the said plaintiff as is said
in the sum of fifteen hundred dollars. And
have you due this writ, with an endorsement thereon
in what manner you shall have executed the same

Deal

Witness William S. Church, Clerk of
Our said Court, and the seal
thereof at Chicago aforesaid the
first day of November A. D. 1859

Wm S Church Clerk

And afterwards, to-wit: on the
Eighteenth day of November in the year last aforesaid, the
said writ was returned into the Court aforesaid by
said Sheriff, endorsed as follows, to-wit:

I have served the within
garnishee by reading the same to the within Matthew S. Finley,
and Worland, and I have served the Attachment and
summons by reading the same to the within named R. G.

Worland, and I cannot in my County find any property whereon to levy this attachment, and cannot in my County find the within named William L. Jones
 November 15th 1859. James B. Wendrickson Sheriff, H. Co.
 By John Wendrickson Jr Deputy

And afterwards to-wit: on the sixth day of December in the year last aforesaid, said plaintiff by his Attorney, filed in said Court, his certain declaration, in words and figures following, to-wit:

In the Circuit Court of Cook County
 Of the November Term A D 1859
 State of Illinois }
 County of Cook }

Thomas S. Dickerson plaintiff in this suit by Lyman Elmore his Attorney, Complain of P. G. Worland and William L. Jones defendants in this suit why the said P. G. Worland having been summoned and the said William L. Jones attached to answer the plaintiff, of a plea of trespass on the case on premises,
 For that whereas the said defendants heretofore to-wit: on the fourteenth day of October in the year of Our Lord one thousand eight hundred and fifty nine, at Chicago, in said County became and were indebted to the said plaintiff in the sum of fifteen hundred dollars of lawful money of the United States of America, for dis-

8

goods, wares and merchandises, by the said plaintiff before that time sold and delivered to the said defendants, at the special instance and request of the said defendants, and being so indebted to the said plaintiff, the said defendants in Consideration thereof afterwards, to-wit on the same day and year and at the place aforesaid, undertook and then and there faithfully promised the said plaintiff well and truly to pay unto the said plaintiff the sum of money last mentioned, when the said defendants should be thereunto afterwards requested. And whereas also the said defendants afterwards, to-wit on the same day and year, and at the place aforesaid in Consideration that the said plaintiff had before that time, at the like special instance and request of the said defendants, sold and delivered to the said defendants, divers other goods, wares and merchandises of the said plaintiff, the said defendants then and there undertook and faithfully promised the said plaintiff, that the said defendants would well and truly pay to the said plaintiff, so much money as the last aforesaid goods, wares and merchandises, at the time of the sale and delivery thereof, were reasonably worth, when the said defendants should be thereunto afterwards requested; and the said plaintiff avers that the said goods, wares and Merchandises last mentioned, at the time of the sale and delivery thereof, were reasonably worth

the further sum of fifteen hundred dollars of like
 lawful money as aforesaid to-wit, at the place aforesaid
 said, whereof the said defendants, afterwards, on the
 same day and year, and at the place aforesaid
 had notice, And whereas also the said defen-
 dants afterwards to-wit, on the same day and year,
 and at the place aforesaid were indebted to the
 said plaintiff in the further sum of fifteen hun-
 dred dollars of like lawful money as aforesaid
 for moneys before that time lent and advanced
 by the said plaintiff to the said defendants, and
 at the like request of the said defendants, and in
 the like sum for other money by the said plaintiff before
 that time paid, laid out and Expended for the
 said defendants, and at the like request of the
 said defendants, and in the like sum for other money
 by the said defendants, before that time had and
 received to and for the use of the said plaintiff,
 and in the like sum for other money before that time
 and then due and owing the said plaintiff for
 interest upon and for the forbearance of divers other
 sums of money before that time and then due and
 owing from said defendants to said plaintiff, And
 in the like sum for the price and value of work then
 done and materials for the same provided by the plain-
 tiff for the defendants and at the like request of
 the defendants, And being so indebted the said
 defendants in Consideration thereof, afterwards to-wit

on the same day and year, and at the place aforesaid
 undertook and then and there faithfully promised the
 said plaintiff, well and truly to pay unto the said
 plaintiff the several sums of money in this count mentioned
 when the said defendants should be thereunto afterwards
 requested. And whereas also the said defendants
 afterwards to-wit, on the same day and year, and at the
 place aforesaid, accounted together with the said plain-
 tiff of and concerning divers other sums of money before
 that time due and owing from the said defendants to
 the said plaintiff and then and there being in arrear
 and unpaid, and upon such accounting the said
 defendants then and there were found to be in arrear, and
 indebted to the said plaintiff in the further sum of
 fifteen hundred dollars, of like lawful money as afore-
 said, and being so found in arrear and indebted to the
 said plaintiff, the said defendants in consideration
 thereof afterwards to-wit, on the same day and year and at
 the place aforesaid, undertook and then and there
 faithfully promised the said plaintiff well and truly
 to pay unto the said plaintiff, the said sum of money
 last mentioned, when the said defendants should be
 thereunto afterwards requested. Nevertheless the
 said defendants (altho' often requested &c) have not
 yet paid the several sums of money aforesaid mentioned
 or any or either of them, or any part thereof, to the said
 plaintiff, but to pay the same or any part thereof
 to the said plaintiff, the said defendants have

or at any time since, or have you now, any goods, Chattels, Money, Choses in Action, Credits or effects of said defendants, or either of them, or in or to which they or either of them had or has any interest or claim of any description; If you, state the nature amount and value of such goods, Chattels, money, Choses in Action, Credits or effects, and the nature and Extent of the interest or claim which said defendants have therein or thereto, and where the same goods, Chattels, money, Choses in Action, Credits or effects now are, state fully and at large

Interrogatory Third. Were you at the time of issuing said writ or at any time since, or are you now indebted to said defendants, or either of them, on any account whatever; If you state fully the nature and amount of such indebtedness, and how the same arose, and whether the same is now payable, and any other particulars you are able to give relating thereto

Interrogatory Fourth. Do you carry on either alone or with any other person or persons a Grocery business, or any other business in the City of Quincy, in this State or elsewhere; Was the defendant P. G. Howland any interest in that business, or in the stock, goods or credits thereof; If you state the nature and Extent of his interest therein, adding full particulars of the stock goods and effects of said business

and a list of the debtors assets, with the amount of their respective debts, distinguishing good from bad and doubtful debts,

Sydney Elmore Plffs Atty

In the Circuit Court of Cook County
November Term A.D. 1859

State of Illinois }
Cook County }

Thomas S. Dickerson

P. G. Woodland & William C. Jones

} Attachment

Mathew D. Finlay }
r Woodland } Garnishes

In Terrogatories Exhibited by the plaintiff in the above
Entitled suit to Mathew D. Finlay one of the garnishes
summoned in said suit

Interrogatory First. Are you acquainted with the plaintiff
and the defendants in the above Entitled suit, or either
of them, and how long have you known them respectively

Interrogatory Second. Had you in your possession Custody or
Charge at the time of issuing the writ in this Cause, or at
any time since, or have you now any goods, chattels, money
choses in action, credits or effects of said defendant

or either of them, or in or to which they or either of them had or has any interest or claim of any description. If you state the nature, amount and value of such goods, Chattels, moneys, Choses in action, Credits or effects and the nature and extent of the interest or claim which said defendants have therein or thereto, and where the same goods, Chattels, moneys, Choses in action, Credits or effects, now are - state fully and at large

Interrogatory Third, Were you at the time of issuing said writ, or at any time since, or are you now, indebted to said defendants, or either of them, on any account whatever, If you state fully the nature + amount of such indebtedness, and how the same arose, and whether the same is now payable, and if not when the same will be payable, and any other particulars you are able to give relating thereto,

Interrogatory Fourth, Do you hold or claim to hold, any goods, Chattels, Real estate, moneys, bills, notes, or other Choses in action, Credits or effects, now or at any time heretofore belonging to said defendants, or either of them, under any deed or other document purporting to be an assignment of real estate and effects of the said defendants, or either of them for the benefit of their creditors, or for any other purpose, or upon any other trust - or under any other deed or deeds, or by any other right; If you hold under any deed or document, set forth a copy thereof, and if

by any other right; say by what right you hold said property; Give a full particular of all such property, stating the nature, amount, situation and value thereof. And if any part thereof has been sold or collected, the amount of such sale or collection, and in whose hands the same are, and what, if any thing has been done with the same, state fully and at large

Symon Elmore Plffs Atty

And afterwards, to-wit: on the 5th day of February in the year of Our Lord, Eighteen hundred and fifty three was filed in the Court aforesaid, a Certain Copy of Notice by publication, together with the Certificate of the Publisher thereto Attached, which are in words and figures following, to-wit:

"State of Illinois }
Cook County }

Cook County Circuit Court

Thomas J. Dickson }
November Term A.D. 1859

P. J. Woodland, William C. Jones }

Public Notice is here by given to the said William C. Jones, that a writ of Attachment issued out of the Office of the Clerk of the Cook County Circuit Court, dated the first day of November, A.D. 1859 at the feet of the said

Thomas S. Dickerson and against the estate of the
 said William C. Jones for the sum of nine hundred
 and seventy nine dollars and thirty four cents, directed
 to the Sheriff of Adams County, which said writ has
 been returned Executed; Now therefore unless you
 the said William C. Jones shall personally be and
 appear before the said Cook County Circuit
 Court, or before the first day of the next term thereof
 to be holden at the Court House, in the City of
 Chicago, on the third Monday of November A.D. 1859
 give special bail and plead to the said plaintiffs
 action, judgment will be entered against you and in
 favor of the said Thomas S. Dickerson, and so much of
 the property attached as may be sufficient to satisfy
 the said judgment and costs, will be sold to satisfy
 the same

Syrian Estessora. Plffs Atty., J. M. L. Church Clerk

We the undersigned publishers of the Chicago Press
 and Tribune, do hereby certify that a Notice, of
 which the annexed is a true copy, was published
 four consecutive weeks next after the 20th day of
 November 1859, in the daily Edition of the Chicago
 Press and Tribune, a Newspaper published in, and
 of general circulation throughout the County of
 Cook, and State of Illinois

Chicago Illinois } Press and Tribune Co
 February 2nd 1860 } By J. D. Williston

And afterwards, to-wit, at the September Term of said Court, to-wit, on the thirteenth day of September in the year last aforesaid. The following proceedings, among others, were had and entered of record, to-wit -

18486

Thomas S. Dickerson	}	Ass-
P. G. Worland and		
William C. Jones.		

On motion it is ordered that this cause be continued, and the same hereby is continued accordingly.

And afterwards, to-wit, on the October Term of said Court, to-wit, on the 17th day of October, in the year last aforesaid, the following proceedings, among others, were had and entered of record to-wit,

Thomas S. Dickerson	}	Assumpsit & Attachment in Aid
P. G. Worland and		
William C. Jones.		

This day comes the said plaintiff by Symon Elmore his attorney, and it appearing to the satisfaction of the Court that the said defendants have been duly notified of the pendency of this suit by publication in accordance with the Statute in such case made and provided, and

they being now three times severally solemnly called in open Court, Come not nor does any person for them, but herein they make default, which on motion is ordered to be taken and entered of record; Wherefore said plaintiffs ought to have and recover of the said defendants his damages herein sustained by occasion of the premises, and the Court after hearing the allegations and proofs submitted by said plaintiff, and being fully advised in the premises, doth assess said plaintiffs damage herein to the sum of One thousand One hundred and forty nine dollars and ninety Eight Cents.

Therefore it is Considered that said plaintiff do have and recover of the said defendants his damage of One thousand One hundred and forty nine dollars and ninety Eight Cents, in form as aforesaid assessed together with his Costs and Charges by him about his suit in this behalf Expended, and have Execution therefor against the property attached.

And Matthew B. Finley and Warrant having each been duly personally served with process as garnishees of the said defendants, and they having severally failed to appear + discover under oath or affirmation, what property or effects of the said defendants they had in their possession, or under their Control, or in what sum or sums they were indebted to the said defendants at the time of the service of said summonses upon them, and they being now three times severally solemnly called in open Court: Come not

19
nor does any person for them, but herein they make default
which on motion is ordered to be taken and entered of record
Wherefore the said defendants ought to have and recover of
the said Matthew B. Finley and Rowland Garnishes
as aforesaid, for the use and benefit of the said plaintiff a
conditional judgment, for the said sum of One thousand
One hundred and forty nine dollars and ninety eight cents
and Costs of suit to be taxed

Therefore it is considered that
the said P. H. Rowland and William L. Jones defen-
dants as aforesaid, do have and recover of the said
Matthew B. Finley and Rowland Garnishes as
aforesaid for the use and benefit of the said plaintiff
the said sum of One thousand One hundred and
\$1449.⁹⁸ forty nine dollars and ninety eight cents, the amount of
the original judgment recovered by the said plaintiff
against the said defendants, together with the Costs &
charges as well in that behalf as this behalf Expended

And it is further ordered
that a *Scire facias* issue herein against the said
Garnishes, returnable to the next term of this Court, requiring
them then and there to appear and show cause, if any
they have, why final judgment should not be entered
against them herein, and Execution issue therefor

~~And afterwards, to-wit, at the
November Term of said Court, to-wit, on the first
day of November in the year last aforesaid, the following~~

proceedings, among others, were had and entered of record
~~to wit~~

And afterwards to wit on the 19th
day of October in the year last aforesaid, Matthew
B. Finley one of the Garnishes in said Cause, filed in
the Court aforesaid his Answer, in words and figures
following, to wit

1.

The answer of Matthew B. Firley to the interrogatories exhibited against him as Garnishee by Thomas S. Dickerson Plaintiff in the suit of said Dickerson vs R. G. Howland and William B. Jones as defendants, and Matthew B. Firley & Howland as Garnishees - in the Circuit Court of Cook County, State of Illinois =

In answer to the first interrogatory of said plaintiff the said Firley says, that he is not acquainted with the said plaintiff, the said Thomas S. Dickerson and that he is well acquainted with said defendants R. G. Howland and William B. Jones and has been so acquainted with them for many years =

In answer to the second interrogatory of the said plaintiff the said Firley says, that he had not at the time of the service of the attachment writ in this cause on him, nor has he since at any time had in his possession, custody or charge, any goods or chattels of the defendants Howland and Jones or either of them, or to which they or either of them, then or since have had any interest or claim except as hereinafter mentioned. Further answering said interrogatory the said Firley says, that he had not at the time of said service and that he has not since had in his possession, custody or charge, any moneys or choses in action, credits or effects to which or in which the said defendants, or either of them, at

the time of said service or since had or have any legal interest or claim, or any other claim except such as is herein after mentioned and set forth -
† (See Margin)

In answer to the ^{Third} ~~fourth~~ interrogatory of the said plaintiff the said Finney says, that he did not at the time of said service, nor has he at any time since held or claimed to hold any goods or Real Estate at any time heretofore belonging to said defendants or either of them or to which they or either of them have heretofore had any interest or claim whatever.

Further answering the said plaintiff's fourth interrogatory and also the said plaintiff's second interrogatory so far as the same has not been therein heretofore answered, the said Finney says, that heretofore on the 13th day of May 1859. and long before said writ was issued the said defendant Wm. C. Jones in good faith delivered into the possession of and assigned and conveyed to him the said Finney by his, the said Jones' deed of that date (a copy where of is hereto attached marked "Exhibit B." and made a part hereof) all of his, the said Jones, goods and chattels, wares and merchandise, machinery and tools then in the building occupied by the said Jones as a store room and shop. Situate on the South East corner of Lot Eight in Block Eight of the original Town, now City, of Quincy, County of Adams State of Illinois, and also all notes and accounts payable to said Jones or to the late firm of Newland & Jones

† In answer to the Third interrogatory of the said plaintiff the said Finney says, that he was not at the time of the service of the said attachment writ or since nor has he been at any time since in any manner whatever indebted to the said defendants or either of them =

and also all the right, title and interest of the said Jones to a certain lease from John M. Faulken to Mrs G. Jones and Rowland G. Newland of the following described Real Estate, to wit: the main building and all the premises on the following described Lot and also the ground, to wit: Thirty-Four by one hundred feet, being a part of Lot Number Eight in Block No Eight in the Original Town, now City of Quincy aforesaid, and bounded as follows: commencing at the South East corner of said Lot and running thence west along Massachusetts Street Thirty-Four feet - thence North One Hundred feet - thence east Thirty-Four feet to Fourth Street, thence South along said Street to the place of beginning: Subject to certain exceptions in said lease named. The said lease bearing date June 8th 1855. and being recorded June 9th thereafter in Book "J." of Mortgages on pages 423, 424, & 425. of the records of said Adams County: which goods and chattels, money, choses in action, credits and effects are more fully and at large described (and as fully as can be done by said Fiery in "Exhibit-A" herewith filed and made a part hereof): which said goods and chattels, money, choses in action, rights and credits were so delivered, conveyed and assigned to him the said Fiery in good faith and without fraud, in trust, to be converted into money as soon thereafter as could conveniently be done, and the proceeds thereof after deducting the expenses of such trust to be applied as

follows: First to pay a note made by the said Henderson & Jones to Flegg & Savage for \$250. ⁰⁰/₁₀₀ and bearing date Sept. 15th 1858. and due October 15th 1858. Also to pay a note ^{made} by said Jones to George Pudgett for \$355. ⁰⁰/₁₀₀ and bearing date Feb. 10th 1859. and payable one year after date. Also to pay the amount due on a certain agreement made by the said Jones as principal and the said Finley as security to pay Giles F. Filley on the first day of August A.D. 1859. the sum of \$550. ⁰⁰/₁₀₀ Also to pay a certain note made by the said Jones to Powers & Finley for \$100. ⁰⁰/₁₀₀ and ten per cent interest due one day after date. And to pay a certain other note of \$28. ⁰⁰/₁₀₀ to said Powers & Finley of like date and interest and due one day after date. And also to pay all other debts which the said Jones, alone, or with any other person then owed to said Flegg & Savage, Giles F. Filley, Powers & Finley or either of them. And next the said Finley was by said trust to apply the residue of said proceeds to the payment of whatever should remain unpaid on two judgements in favor of W. Campbell & Co. rendered at the October Term of the Circuit Court of the County of Adams and State of Illinois one being rendered on the 27th day of October A.D. 1858. and the other on the 12th day of November A.D. 1858. and for the sums of \$422. ³⁴/₁₀₀ and \$209. ⁰⁰/₁₀₀ respectively and costs of suits respectively, which in both of said suits amount to \$14. ³⁹/₁₀₀ And if any of said proceeds should thereafter remain

the same shall be paid pro rata to the other creditors of the said Torres and to the creditors of the late firm of the said Howland & Torres all of which, as also the other terms of said assignment, will more fully and at large appear reference being had to the same for greater certainty. Which assignment was also signed by this respondent, the said George Paget, Flagg, George Giles F. Tilly & Powers & Finlay, and assented to, as this affiant believes by all the other creditors of the said Torres and the said Howland & Torres except the Plaintiff in this suit and one James Prindle to whom about \$150. - was due.

And this respondent further answering says - that all the property so delivered and conveyed to him except the notes and accounts aforesaid had been sold by this respondent long before the said writ of attachment was served on him. And that said notes and accounts were, at the time of the delivery aforesaid and have ever since continued to be of little value and not worth the trouble and expense of collection on account of the offsets against the same, and on account of the several debtors being insolvent, or out of the way so that they could not be found. And that up to this time there has not been collected on the same, and could be collected with reasonable diligence only the sum of One Hundred & Twenty Eight Dollars.

And this respondent further answering says,

that said property so conveyed and delivered to him
 excluding said notes and accounts was sold
 for its fair and reasonable value and for as
 much as could have, in any manner, been ob-
 tained for the same - \$ 305.⁰⁰ worth of the same
 having been sold for cash in hand, and the
 balance to Messrs. Schieffelin & Co. of Quincy, County
 of Adams, and State of Illinois for the sum
 of \$ 2432.⁰⁰ - \$ 107.⁰⁰ of the same to be paid
 on demand - \$ 275.⁰⁰ cash in hand - \$ 550.⁰⁰
 to be paid on the 10th of July 1859. - \$ 474.⁰⁰ on
 the 10th day of November 1859 - \$ 386.⁰⁰ on the
 10th day of February A.D. 1860. - \$ 200.⁰⁰ on the 10th
 day of March 1860 - \$ 220.⁰⁰ on the 10th day of
 April 1860 - and \$ 220.⁰⁰ on the 10th day of
 June A.D. 1860. - All of which sums have been
 collected except the two last named things -
 (and the notes of the said Schieffelin & Co. having
 been given to the said Finley for the same) -

Further answering this respondent says, that
 out of the monies collected by him as afore-
 said and before the said attachment writ was
 served on him he paid to Flegg & Savage -
 \$ 273.⁰⁰ - To G. F. Filley \$ 550.⁰⁰ Back rent on
 the lease aforesaid (the same being necessary to procure
 and return said lease), \$ 48.⁰⁰ and for expenses
 incurred necessary to take care of said property &
 in order the better to sell the same \$ 183.²⁰ said
 sums being paid under and in pursuance of said

assignment and being debts incurred therein to be first-fruit, And that at the time said attachment writ was served on him, this respondent had in his hands only the sum of \$ 960.⁰⁰ derived from the assets placed in his hands as aforesaid by said Wm. C. Jones, and since then has had no more except \$ 8.⁵⁷/₁₀₀ And further says that after the service aforesaid this respondent transferred to George Padgett, in payment of his debt mentioned in said assignment, a note to this respondent from Messrs. Scheifving & Co. for \$ 386.⁰⁰ being the same before mentioned as due on the 10th day of February 1860. And the said note was afterwards collected by said Padgett and \$ 8.⁵⁷/₁₀₀ paid back to this respondent =

And this respondent further answering says, that at the time of the making of said assignment, that exclusive of the debt to the plaintiff in this cause and a debt to James Purnell, the debts of the said Hereward & Jones and of the said Jones, greatly exceeded all the assets placed in the hands of this respondent, and that none of the same have been paid or discharged except as above stated, And the said debt to the said Purnell amounting to about one thousand and fifty Dollars.

And this respondent further answering says, that at the time of the said service he had no property, money, choses in action, goods, chattels, credits

or effects in which or to which the said Plaintiff
& Sons or either of them then had or since have
had any interest or claim other than herein-
before specified and set forth, and that he is
advised by ~~his~~ counsel and claims that, by
reason of the premises, he ought not, in any
manner, to be charged as garnished in this cause.

And this defendant having now fully an-
swered the writs to be hence dismissed with his
reasonable costs in this behalf most unjustly
sustained.

"Matthew B. Finley"

State of Illinois }
Adams County } et.
City of Quincy }

"Matthew B. Finley being
first duly sworn, deposes and says, that the foregoing
answer and the matters and things therein
contained and set forth are true in substance
and in fact.

"Matthew B. Finley"

Subscribed and sworn to before me this
day of May A.D. 1860.

H. S.

In witness whereof I have hereunto
set my hand and seal returned at
my office at Quincy the day & year last aforesaid.

J. W. Groves, Jr.

Inventory of the Stock of W. C. Jones

1859.

May 24th 1 # 7 "Victor"

1 # 8 "Oak Iron"

5 # 7 " "

1 # 6 "Arctic" - (break over 1000)

3 # 7 "Live Oak"

3 # 7 "Tropic"

1 # 8 " "

1 # 7 "Monarch"

1 # 6 "Relief" 2nd Hand

1 # 3 "Equator"

1 # 8 "Boral"

1 # 7 "Franklin"

1 # 7 "Heat-Air 5th" 2nd Hand

1 Common Airtight

1 # 4 "Minnesota" - box

1 # 4 Iron Smelter box

1 - Pike's Peak Stove

1 # 4 Sanford Heater - in use

6 - Fire Carriers -

4 # 4 Scath Bowls -

5 # 5 " "

1 # 5 " not ground -

6 56 - S. & Lids -

2 # 6 R. Grates

2 # 9 " "

1 # 10 " "

1 # 11 " "

1 # 12 " "

1 # 17 no frame -

1 # 18 - grate - no frame -

1 # 21 Grate - no frame

19 - Sadiron Stands

18 # 879 Waffle Irons

258 - Sad Irons

557 - Pittsburgh Kettles

190 - Common Kettles

84 - Dog Irons

Lat-Pain-Bushes

Bottom Cylinder

2-8 Gal. Water Coolers

1-6 " Unpainted

1-6 " Painted

2-4 " un Painted

1. 3 " "

19 - Concentrators

4 # 2 Sausage-Butters

2 # 4 " "

167 - Heambinders

46 - Stove-Dampers

1. 20 Grate

1. 16 " "

145 - Flat-Head -

51 - Gridelles

38 - Gridirons

1 set ordinary Kettles

4 # 7 Soup Stove Gridelles

4 # 16 " "

2 # 14 " "

"Exhibit A"

1# 12. Soap Stone Levidelle.
 10 5" Shovel & Tongs.
 10 Brass Wheel Vbs.
 15 Iron
 1# 1 "Ida"
 1# 4. 2 Parlor
 2# 4 Summer Furnaces.
 1 Cast Spout.
 3# 8 "Corral"
 5# 7 "Franklins"
 2# 2 "Equator"
 6# 3 "
 3# 4 "
 556- Bottom Cylinders.
 1# 3 "Champion"
 75 - Five Bricks.
 1# 7 "Princess" Coal.
 1# 8 " "
 1# 8 "Tropic"
 1 Bottom
 1# 1. "Magic" 2^d hand.
 2# 4 "Minnesota" box
 2# 4 "Frontier"
 1# 5 "
 1# 8 "Victor" top Bottom
 1 "Franklin"
 Coal cylinder. parts of 2 stoves.
 2# 3 "Reliance" box
 1# 2 "Reliance" box

40 Bus. Coal.
 8 - Coal Tongs
 2. 24" Grates.
 4. 22 "
 2. 20 "
 4. 18 "
 1x18
 4. 36 Old Iron
 1x33 Charter Oak. back 3
 45. ft Castings - assorted -
 5-7# Old Iron
 1 Stone in Cellar
 1 Solder Kettle -
 1 5" Bellows.
 1 " Tongs
 2 Brass ends for five Bricks
 3 Bus. Coke
 1. 24 Grate -
 3 1/2 doz. Wood Buckets -
 3 Half Bushels
 2 Vents Measures -
 5 doz Wood Buckets -
 118 Bucket-Handles
 15 1/4# Solder.
 102 - Brass Kettles -
 13 doz. 9" Plates -
 4 1/2 " 8" "
 18 Sycamore Pans
 Tin wire on square

7# 14 French Sausages -
 1# 8 - " Tette -
 9. Dog 1 1/2 in fratters
 4 " 3 1/2 fatts -
 3 1/2 " Clam Shell Skimmers
 12 - best - Pans -
 148. Wipe Tuns
 7 - A. Block Tin -
 60. #14 Fine Wire -
 730 # B. Irons 26 @ 27
 70 " 24 C
 Broom & Blacking
 538. L. Rods -
 4 Joints & Elbows
 Black & Tricket Kopses
 2 Desks & Safe & Copying Press
 1 Clock -
 Gas Fixtures in building
 1 Bedstead -
 2 Small Mattresses
 1 Large do
 1 Carpet -
 20 # cement -
 1 Stone in Office -
 185 # Lead -
 14 " ten level -
 422. " Galvanised Wire -
 55 " Iron Wire -
 51 " Doors
 John Taylor Stone -

Shepherd -
 Sages
 37 1/2 # Old Copper.
 2 Old Iron Tettes
 17 # Old Brass -
 3 1/2 Stone Ornaments
 20 # Solder -
 1/2 Box 144 tin -
 1. E. a. # 48. Block Tin -
 1. 8 Coffe Boiler Box
 Tin Pieces (left)
 133. Copper Bottles -
 1 foot - stumps wire -
 19 ft. Maleable Ears -
 250. Copper L. Rods -
 90 - ft. round Box -
 11 Dog. Door springs -
 5 Regulators -
 1 Dog. 5 1/2" Jew Pt. Tols -
 6 1/2 3" Coff. Pal - cures -
 3 Grof # 3 Ears -
 7 Dog. 10 1/2" Jew K. ornaments -
 4 Finel vases
 11 # 4 # Supers. Iron Rivets
 24 P. 12 g. Jacks -
 23 " 8 " Rivets
 6 Dog Sausages & Candles -
 6 " " "
 108 # Copper -
 Furrey 27 Sheets - 31

4 doz. 1 qt- Can Bottoms	1 9 ⁱⁿ tin Box
2 # 5 Minimusola pans	14.6 ⁱⁿ Coffee
54 ⁱⁿ 22 B Iron-	4 - 8 ⁱⁿ do
55 ⁱⁿ 26 " "	6. 8 ⁱⁿ Tea Kettles
498 ⁱⁿ " " "	17.7 ⁱⁿ do
935 ⁱⁿ 27 C "	2. 7 ⁱⁿ Bannet pot
1 stove in use	8. 8 ⁱⁿ Steamer
1. M- Lantern	5. 7 ⁱⁿ "
1 7 ⁱⁿ Ball	1.9 ⁱⁿ "
80 Campfires	4. 7 ⁱⁿ " no cover
1. 2 ^d Hand & 8 Wesperv. an	9. 6 ⁱⁿ " "
1. Sett Zornum	1. 7 ⁱⁿ Leopper Birler
1 Portable Furnace	12 Fanets
1 16 ⁱⁿ Cylinder stove	31 Rolling Pins
100 stove pipe caps-	7 doz. Clothes Pins
Bedstead &c	19 Wash Boards-
Lease & Improvements	3 Peck Measures
168 # 3/16 Pa Red	4 2 ^{qt} - Measures
2103 ⁱⁿ Old Iron-	2 # 4 Clew
1 3 ⁱⁿ Ran & Lumberies	2 Vests Tubs-
1 Boiler & Lumberies -	32 Cake Pins with Tubes
Rivets & Nails	7 ⁱⁿ Waxes
9 Circular Chisels	13 Pikes Peak
15 ⁱⁿ Stencil "	103. Pl. Caps-
Stove Furniture	4 " qt- Dnt Pa-
1. 8 Steam	21- 6 Pan
2. 7 ⁱⁿ Copper	5. 3
2. 9 ⁱⁿ Copper Boiler	8. 7 ⁱⁿ -
1. 7 ⁱⁿ tin box	35 ten- foot apertures

- 11 Coffe gauges
- 3 " concentrator
- 5. 1 gal. Powder Can
- 8 " flume "
- 18.2^{ea} - wood buckets
- 22 1/2 steel grates
- 27. 37ⁱⁿ wash bowls
- 8 " " " Fan
- 12 8qt- wood buckets
- 2 6qt- _____
- 17 4 1/2 _____
- 53- open buckets
- 4 lanterns
- 14 2qt- Coffes
- 16 ³/₄ " "
- 4 " " "
- 22 L or 7 cur
- 4 Skimmer
- 18 Machine Oilers
- 296 Candle Snuffers
- 26 Oilers - Small
- 1. 3 gal Oil can
- 12 " " "
- 6 - Oilers
- 3 4qt- Sauce pans
- 6 5qt- " "
- 7 4" - -
- 9 2" - -
- 2 " 3qt- Dutch bucket
- 7 8" " "

- 2 Lanterns
- 2 Strainer buckets
- 3. 2 qt Funnel rim
- 9 - wire
- 7. 1qt- Funnels
- 5 qt- " "
- 9 1/2 " "
- 7 1/4 " "
- 6. 4qt- water pots
- 12 Kupper Pan
- 93 Cake Cutters -
- 4. Large Iron Scoops
- 34 " " "
- 1 " " Tin "
- 1 6gal freezer
- 4. 1/2 gal "
- 3 Knife boxes
- 14 lantern frames
- 6 # 2 Irons
- 5 " 1 " "
- 2 Bite Needles
- 12 Large wood lamps.
- 9 " " "
- 7 1/2 canisters
- 16 oyster dishes
- 11 Coffe Mills - brass tops
- 10 Britannia
- 8 Iron Can
- 12 # 2 Coffe Mills
- 9. 3 " " 33-

- 21 - Coffee Mills
- 11 Uricon
- 12 Monkey wrenches
- 19 Brittanin Sweep lulls
- 5-8~~4~~ Round bake pans
- 2 " Joy Pan
- 6 " " " "
- 11 " 6 " " "
- 9 Spoons
- 3 # Office Racks
- 3 # ~~Small~~ Office Racks
- 3 # 3
- 3 # 1 foot tubes -
- 3 # 2 " " "
- 3 # 3 " " "
- 7 Sets Turned wood
- 6 to 7" Slip bucket or bins
- 4 " " " "
- 1/3 Nest cups boxes and
- 2 nests Sup Trunks
- 4 1/2 doz watch stumps
- 1 " pi. grater
- 8 " Snuffers
- 9 Paste figures
- 3 Pike Pans
- 5 small lulls
- 13 Lotter Banks
- 9 Joy caps
- 17 Brass Oilers
- 5 Paper Boxes-

- 4 doz Rattles
- 28 Sewed boxes, lot-
- 30 box
- 8 Cake tinner lot-
- 10 large Motomes Cans
- 7 Sw Ea--
- 5, ~~14~~ Spoons
- 4 ~~12~~ " "
- 5 Egg whips
- 18 lemn C. K. S.
- 32 2.7. Pd C. K. S.
- 12 Large size C. K. S.
- 12 f as Wash busins-
- 3 doz lemn cups
- 5 dredge. Boxes.
- 8 pi. Graters
- 15 Sackal lulls
- 8 fine suppr work box etc
- 32 Flesh forks-
- 3 Shovel & Droy stumps
- Black lead prim vice-
- Pard frapt
- 4 Cord Mills
- 1- 20 Sheller
- 1 doz # 3 foot-Scraper
- 1 " Buckets
- 1 " small
- 6 large Water Buckets
- 1 3^d size-

1 # 14 Enamelled Kettle	1 Spring Balance -
7 # 2 Iron Tin Suncupens	1. P. Platform Scale
10 Stone Scrapers	1 # 2 Ice box brook
25 Lead Shovels - short handles	Iron Hoovers Lot
1 Zinc Bath unpainted	Benches & improvements
1 Tin " painted	1 Box Tongs, Rippers &c.
2 # 2 small input-Baths	1 Box Sundries } sold at
3 # 5 " " "	1 " " " } auction
12 Stone Pipe Strainers	3 for Shovels #
2 Stone P. C.	1 Box Punches #
14 3 # Stone Pipe.	1 Lot Stakes #
3 2 Elbows.	1. # Bars #
	1 " Stakes #
	1 " Shovels #
	1 Iron " #
	2 Vices #
	2 Bars #
	1 Truck & circular Machine
	2 Gutters -
	1 Lev- Boring Machines
	6 Buckets
	4 Wheels
	1 Lev- compasses -

Small Lot of trimmers tools not mentioned above and afterwards sold to a Dutchman at Mendota Ill. Jan. 20, 75

Accounts due Newland & Sons or Mrs. G. Jones
 drawn in favor of Mr. B. Finlay Afsingee

303.57

3/4
462.16

W. J. Lane	5 80	Mrs. Mary Ward	2 00
Geo. Carr	16 80	Rev. Dr. Gardner	1 20
J. J. Weatheroux	3 87	Geo. Bond	1 65
Mrs. M. S. Lovley	7 40	W. Dills	2 25
Fred. Weisenburg	4 50	John Ganner	37 40
Capt. Prentiss	20 55	John Gable	10
W. A. Reid	5 97	W. S. Morgan	85
Mrs. W. A. Reid	25	Merrym Gauthwale	2 45
W. F. Williams	58	Amos G. Boyle	4 05
Mrs. A. S. Churchie	4 40	Sap. M. Knight	5 35
Floyd W. Bro.	35	Paris J. Inley	1 00
Sam. Vansterinburg	6 90	Herbert Newton	2 75
E. G. Mison	1 30	G. G. Guekins	1 50
Dr. S. Phillips	11 20	Orin & Franice	40
J. M. Grover	4 95	Ind. Newell	1 60
E. W. Parsons	90	Edw. L. Turner	6 65
J. B. W. Neimelmann	3 20	Ind. B. Warren Rev.	38 02
W. E. Worrell	11 10	Dr. B. Trooley	42 00
John M. Dade Sr.	50	Major Helton	3 00
Genl. Singleton	30	W. W. Davis	4 40
John Bass	60	E. S. Green	14 00
W. G. Mauffry	18 85	Arthur Noble	2 65
Rev. R. E. Pope	17 37	J. Neward	20 65
A. G. Van Dewater	3 65	Doct. J. T. Wilson	1 00
Rev. W. Worden	25	Ind. Kambolpn	1 25
E. G. Buckley	4 80	Sap. A. Day	3 00
Adam Finnum	75	Ind. E. Sarinay	3 15
Elijah Griffith	1 50	K. K. Jones	3 20

462.16

669.68

668.68

699.80

- Welsh	2 55		Henry Winters & Winters	2 80
S. G. Pool Geo-	75		A. W. Wrenchouse	23 20
J. B. Brown	20	1858		
Mr. J. Greenleaf	1 50	May 13	Cash on hand	2 60
Saml. Jackson	25	" 14	Sales	4 35
Henry Fosyth	30	" "	A. W. Foster	1 00
W. H. Berry	3 55	" 16	" Sales	2 25
Wm. J. Fisher	3 75	" 17	" "	3 80
Avery Turner	40	" 18	" "	23 40
A. W. Foster	50	" 19	" "	2 40
Wm. Carter	60	" 20	" "	5 60
J. Pauline	75	June 6	W. Rogers	20
Mrs. E. M. Davis	3 00	" "	Henry Root	85
Chas. Slack	1 50	" "	J. Klepper	25
G. M. Parmenter Geo-	50	" "	D. S. Burton	5 55
Wm. Jacobs	8 52	" "	Presbyterian Church	7 00
J. P. Arthur	1 30	" 7	Anna G. Bayle	5 00
Doc Wilcox	20	" "	Seaman Pike	9 90

699.80

\$ 799.75

Exhibit B.

An Indenture made and concluded this 13 day of
 May A.D. 1859 between William C. Jones of the County of
 Adams and State of Illinois party of the first part,
 and Matthew Finley of the same place, party of the
 second part, and the several other parties whose names
 are hereunto subscribed, creditors of the said Jones,
 parties of the third part, witnesses: that whereas the
 said Finley has incurred divers liabilities as security
 for the said Jones & he is indebted unto the said parties of
 the second & third part in divers sums of money which
 he the said party of the first part is unable to pay at pres-
 ent: Now Therefore, this Indenture witnesseth, that in
 consideration of One Dollar paid by the said party of the
 second part to the party of the first part, and of the trust
 hereinafter created, the said party of the first part does
 hereby grant, sell, convey, assign, transfer & set-over unto
 the said party of the second part all the goods, chattels, wares,
 and Merchandise, Machinery & Tools, now in the building occu-
 pied by the said party of the first part as a store room
 and shop, and situate on the South East corner of Lot
 Eight in Block Eight of the Original Town now City of
 Quincy in said County, and also all Notes and Accounts
 payable to the said Jones or to the late firm of Newland &
 Jones, and also all the right, title & interest of the said Jones
 to a certain lease from John McFadden to William C. Jones
 and Rowland G. Newland of the following described Real
 Estate, to wit: the main building and all the premises and
 buildings on the following described lot and also the
 ground, to wit: Thirty four & one hundred feet being a

part of Lot Number Eight in Block No. Eight in the
 Original Town, now City of Quincy aforesaid bounded as fol-
 lows: Beginning at the South East corner of said lot
 and running thence West along Massachusetts Street thirty
 four feet - thence North one hundred feet - thence East thirty
 four feet to Fourth Street - thence South along Fourth Street
 to place of beginning, subject to certain exceptions therein
 named; which lease bears date June 8th 1855. and was recorded
 June 9th 1855. in Book of Conveyances on pages 423, 424
 & 425 of Adams County records, and all the estate and in-
 terest of the party of the first part therein - Upon Trust how-
 ever that the said party of the second part his executors
 and administrators do and shall as soon as conveniently may
 be, make sale and dispose of such parts of said property as
 are in their nature saleable, for the best prices in money that
 can be reasonably had or obtained for the same, and shall
 collect & get in so much & such parts thereof as are in their
 nature not saleable. And it is hereby declared & agreed
 that the said party of the second part and his executors shall
 stand possessed and interested in the aforesaid property
 & the money to arise by such sale or sales, & to be called in
 & received as aforesaid upon trust & to the intent that he
 or they shall & do in the first place, pay & retain to and
 reimburse himself or themselves all such costs, charges
 & expenses as he or they respectively shall or may pay sus-
 tain or expend in or about such sale or sales to be made
 as aforesaid, or in collecting or getting in the debts & sums
 of money mentioned to be hereby assigned as aforesaid,
 and do and shall thereunto also pay the expenses of foreclosing

and executing these presents and all costs, charges and ex-
penses incident thereto or which may be incurred or sus-
tained in or about the execution of the trusts therein expressed
or any of them including reasonable compensation for
the services of said Feilley. And then in trust that he
the said Feilley of the second part & his executor & adminis-
trators do and shall apply the residue of the proceeds of
said property - Firstly - to the payment of the following debts,
that is to say, a debt from Newland & Jones to Flegg & Savage
and for about \$ 250.⁰⁰ ^{the same being promissory note for \$ 250.} dated Sept: 15th 1858. & due
Oct: 15th 1858. Also a note made by said Jones to George
Pauget for \$ 355.⁰⁰ and bearing date Feb: 10th 1859. and
payable one year after date with Ten per cent interest from
date. Also a certain agreement made by the said Jones
as principal and the said Feilley as security to pay to Giles
F. Feilley on the first of August AD, 1859, the sum of \$ 550.
Also a certain note made by the said Jones to Powers
& Feilley for \$ 100. and ten per cent interest & payable one
day after date. And a certain other note for \$ 28. of like
date, time of payment & rate of interest and profits, and
also to the payment of all other debts which the said
Jones alone or with any other person may owe to the
said Flegg & Savage, George Pauget, Giles F. Feilley, Powers
& Feilley or either of them. All which aforesaid debts the said Feil-
ley as security for said Jones has heretofore promised to pay
or cause to be paid. And the residue of said proceeds the said
Feilley is next to apply to the payment of whatsoever remains
unpaid on two judgements in favor of W. Campbell & Co. a-
gainst the said Newland & Jones rendered at the October

term of the Circuit Court of the County of Adams State of
 Illinois. And if thereafter anything shall remain of the
 proceeds of said property, the same shall be paid first out
 to the other creditors of said Jones and the creditors of the
 late firm of Newland & Jones who shall assent thereto
 And if anything shall remain after the payment of
 said debts, then such surplus to be paid to the said
 Jones or his legal representatives. And for the con-
 sideration and purpose aforesaid the said Jones both
 made, constituted and appointed and by these presents
 doth appoint the said Fidelity his executors and adminis-
 trators, his true & lawful attorney and attorneys in the name
 of said Jones or otherwise to adjust settle and liquidate all
 accounts and notes relating to the premises and from time
 to time to collect, get-in and use and take all or any legal
 or equitable means, course or expedient for the recovery and
 receipt of all the debts and sums of money mentioned to
 be hereby assigned as aforesaid and upon the receipt of
 of or of any part thereof, receipts acquitances and other
 effectual discharges for the same or so much thereof res-
 pectively as shall be then acknowledged or expressed to
 have been received, to make, sign, seal and deliver and con-
 ferme for any bond or dubious debt or debts, and one or
 more attorney or attorneys, agent or agents, under him
 or them for all or any of the purposes aforesaid, from time to
 time and again at his or their pleasure to displace and
 further to do and execute all and every other act & acts
 requisite or expedient to be done in or about ^{the} premises
 as fully and amply to all intents and purposes as he the

and the said Matthew S. Finlay having been duly
summoned to answer as garnishee of the said defen-
dants Woodland and Jones, and he having made
default, a equiditinal judgment was thereupon to-wit:
on the said seventeenth day of October A D 1860, at
the term of said court aforesaid, Entered against the
said Finlay for the amount of the said judgment, and
afterwards, to-wit, on the 19th day of October A D. 1860
at the term of court aforesaid, the said Finlay having
entered his appearance by White and Williams as
his Attorneys, and filed his Answer to the Interrogatories
addressed to him as garnishee as aforesaid, wherein he
disclosed money, property and assets in his hands
as well at the date of ^{day} service of said garnishee process
upon him, as was sufficient to pay and satisfy said
judgment so rendered as aforesaid against the said
Woodland and Jones, but claiming in his said answer to
hold the same under and by virtue of a Deed of Assign-
ment made by said Woodland and Jones to him the
said Finlay as assignee for the benefit of the Creditors
of said Woodland and Jones; and the said Finlay by
his Attorneys aforesaid having on the twenty fifth day of
November A D. 1860, at the November Term of said court
1860. Entered his motion to said court to be discharged
upon his said answer, and it further appearing to
said court that the plaintiff by his Attorney aforesaid
did on the 18th day of April A D 1861, at the March
Term of said court A D. 1861. file certain objections to

the discharge of said garnishee upon his said answer, and now to-wit, on the 28th day of June A. D. 1861: at the Term of said Court A. D. 1861. the said parties plaintiff and defendant by their respective Attorneys aforesaid having been heard by the Court upon said objections to said answer of said Garnishee and the motion to discharge him thereupon; it is considered, ordered and adjudged by the Court that the motion to discharge said garnishee be overruled, and that the Conditional judgment here before Entered against said garnishee be and it is hereby vacated and set aside, and a judgment entered upon the answer of said garnishee -

Therefore it is ordered, adjudged and that the said defendant P. G. Worsland and William L. Jones do have and recover of the said Matthew B. Finlay garnishee as aforesaid for the use and benefit of the said plaintiff the said sum of \$1149.88 in form aforesaid by him in his answer herein confessed, together with the costs by the said plff sustained, and that they have Execution therefor, and when Collected to be applied on the original judgment aforesaid

And afterwards, to-wit, at the same term of said Court last aforesaid, to-wit, on the 6th day of July in the year last aforesaid, the following proceedings, among others, were had & entered of record, to-wit

And afterwards, to-wit, at the
November Term of said Court, to-wit, on the Twenty sixth
day of November in the year last aforesaid, the following
proceedings, among others, were had and entered of record
to-wit,

Thomas S. Dickerson
Matthew B. Finley &
Rowland Garrison of R. Y.
Rowland & William Jones

Garnishes in Attachment

This day, came the said Garnishes
by White & Williams of Counsel, and they having filed their
answer under oath to the said plaintiffs Interrogatories -
filed herein, now move the Court upon their said answer
to be discharged as said garnishes.

And afterwards, to-wit, on
the Seventeenth day of April in the year of Our Lord
One thousand Eight hundred and Sixty one, there
was filed in the Court aforesaid, a certain notice of
motion, in words and figures following, to-wit -

" let it be so

April Term A D 1861.

Thomas S. Dickerson

Matthew B. Finley
Garnishes

Cyrus Bentley Esq. Clerk
25

46

You will please take notice that we shall be in above
Court on tomorrow morning at the opening thereof, and
shall move to have said defendant discharged
upon his Answer heretofore filed in said cause
April 16. 1861. Truly Yours

Williams & White

And afterwards, to-wit, at the
June Term of said Court, to-wit, on the Twenty Eighth
day of June in the year last aforesaid, the following, among
other proceedings, were had and entered of record, to-wit,
"Thomas S. Dickson

Matthew B. Finlay
Garnishee of R. G. Worland
and William L. Jones.

And now comes the said
plaintiff by C. Bently his Attorney, and the defendant
Matthew B. Finlay Garnishee of R. G. Worland and
William L. Jones having come also by White & Williams
his Attorneys, and it appearing to the Court from the
record and proceedings in this Cause that the said
Plaintiff did on the Seventeenth day of October A.D.
1860 to-wit at the Term of said Court 1860 receive
a judgment against the said R. G. Worland and
William L. Jones for the sum of Eleven hundred and
forty nine dollars, $\frac{85}{100}$ and the Cost of said suit

said Jones might or could do or have done in his own proper person if these powers had not been made. And the said Jones for himself his heirs executors, and administrators, doth covenant, promise and agree to and with the said Finley, his executors, and administrators, shall and will at all times hereafter justly and allow, ratify, and confirm all and whatsoever the said Finley his executors and administrators shall lawfully do or cause to be done in or about the premises and shall not nor will revoke or make void any of the powers hereby given or in pursuance of these powers to be given to the said Finley his executors or administrators, nor release, discharge, or compromise any of the debts or sums of money thereby intended to be assigned as aforesaid nor sue for or intermeddle with the same or any part thereof nor do any thing whereby the recovery thereof or any part thereof shall in any wise be hindered and prevented nor otherwise act or interfere in and about the premises further or other than the said Finley shall direct, require, or desire. And also that the said Finley and his executors and administrators shall be charged and chargeable with his or their respective receipts payments acts and wilful defaults and not otherwise, and shall not be charged or chargeable with or for any sums of money other than such as shall actually and respectively come to his or their hands, nor with or for any loss or damage which shall or may happen in or about the execution of any of the trusts within his or their wilful default. And it is further agreed that the said Finley may cause the property aforesaid or any part thereof to be insured at his discretion and to deduct the premium of such insurance as expenses as therein before provided for the deduction of expenses. And the said Jones further agrees that upon reasonable notice he will attend the said Finley and assist him in making and adjusting all accounts

relating to the assigned premises and property. And the said Jones covenants that he will at the costs of the party desiring the same perform and execute all further reasonable acts necessary to the performance of said trusts and for the further and better assigning and assigning the property aforesaid hereinbefore mentioned and intended to be assigned, and for enabling the said Finley to collect-recover and receive the same or any part thereof. And the said Finley covenants on his part that he will faithfully execute all the trusts herein and hereby reposed in him as aforesaid so far as he may be able with reasonable diligence to perform the same.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written =

"Mrs. B. Jones" = 
 "W. B. Finley" = 
 "George Padgett" = 
 "J. Lagg & Savage" = 
 "Giles H. Filley" = 
 By Goodwin & Davis Atty.
 Powers & Finley

Thomas J. Dickson

Mathew B. Finlay and } Garnishee in Attachment
 Donald Garnishee of Rts. }
 Donald & William L. Jones }

And now again comes the said
 Mathew B. Finlay Garnishee as aforesaid, by his attorney,
 and on motion, no objection being interposed, it is ordered
 that the time to file Bill of Exceptions in this Cause, be
 and the same hereby is extended ten days

I, WILLIAM L. CHURCH, Clerk of the Circuit Court of Cook County, in the State aforesaid, do hereby certify the above and foregoing, to be a true, perfect and complete copy of All paper filed & all proceedings entered of record in a certain cause latity pending in said Court on the Common Law side thereof, wherein Henry S. Dickerson was plaintiff and R. S. Worland & Co Defendant. §

In Witness Whereof, I have hereunto set my hand, and affixed the Seal of said Court at Chicago, this Eighteenth day of July A. D. 1861.

Wm L Church Clerk.



And now comes the said Matthew B
Stinley by Wheat & Hoar his attorneys
and says that in the records and proceedings
aforesaid, there is manifest error in
the said

- 1- The Court erred in rendering the
the judgment lastly in said record mentioned
against the said Stinley
- 2 The Court erred in rendering any
judgment whatever in said Cause
in favor of the said Howland & Jones
per the use of said Beckhusen against
the said Stinley —
- 3 The Court erred in rendering any
judgment whatever in said Cause
against the said Stinley in said
Cause for more than 968⁰⁰ & costs
wherein the said Stinley prays
that a citation and supersedeas may
issue, and that the said judgment may
be reversed and annulled and pro
nought held and that he may be
restored to all things he has lost
thereby

By Wheat & Hoar
his attorneys

And now comes the said Thomas S. Dietson the
other ^{of the plaintiffs} ~~of the plaintiffs~~ ^{of the plaintiffs} ~~of the plaintiffs~~
C. Bentley their attorney & says there is no error
in the record & proceedings aforesaid
C. Bentley their attorney

State of Illinois.

Let the writ of error in
this case be made a supersedeas upon pla-
= intiff in errors entering into bond in the
sum of fifteen hundred dollars with George
Parsons as his security in the penal case
situated according to law.

Perkins Sept 13 1861

J. H. Walker
Judge

State of Illinois }
Adams County }
City of Quincy }

George Padgett being first duly sworn doth depose and say that he is the owner of and ~~and~~ possessed of ^{an amount} property of the value of at least five thousand dollars after sufficient for the payment of all his debts and all exemptions by law from execution and forced sale according to the laws of the State of Illinois and further saith not

Subscribed &

Sworn to this

9th day of Sept 1861

upon me

George Padgett

J. M. Brown Notary

Witness my hand and seal this
9th Notaral this 9th day of Sept 1861

J. M. Brown Notary

Know all men by these presents that we Matthew B Finlay and George Padgett of the County of Adams and State of Illinois are held and firmly bound unto Thomas S Dickerson R C Howland and William C Jones and each of them in the penal sum of Fifteen hundred dollars current money of the United States for the payment of which well and truly to be made we bind ourselves our heirs executors and administrators jointly and severally and firmly by these presents -
Witness our hands and seals this 15th day of September AD 1861 -

The condition of the above obligation is such that there was recovered on the 28th day of June AD 1861 - in the Circuit Court of the County of Cook and State of Illinois against the above bounden Matthew B Finlay a judgment for the sum of \$1149.88 and costs of suit - and in favor of the said Howland & Jones for the use of said Thomas S Dickerson, from which judgment of the said Circuit Court and to reverse the same the said Finlay brings his writ of error to the Supreme Court of said State which writ is made a Supersedeas by proper order of one of the justices thereof. Now therefore if the said Matthew B Finlay shall prosecute his said writ of error with effect and shall moreover pay the amount of the judgment costs interest and damages rendered and to be rendered against

him in case the said judgment
shall be affirmed in the said Supreme
Court - Then the above obligation to
be void otherwise to remain in
full force and virtue

Matthew B. Seely *Seely*
George F. Seely *Seely*

plaintiff in error
as
Thomas S Dickerson
R. G. Howland and
William C Jones -
defendants in error

Error to Cook
County State
of Illinois -

The clerk of the Supreme Court of the
State of Illinois of the 3d Grand Division
will please issue a writ of error ~~and~~ ~~and~~ ~~and~~
~~return~~ on the attached transcript of a record
judges order & bond in the name of the
parties as above set forth, and make
the proper endorsement of supersedeas -
on said writ according to rule 3 19th
XI - and file said writ, transcript and
the bond and affidavit attached in
his office - and issue proper Certificate
of Supersedeas according to said rule -
and also issue *scire facias* to Adams
and Cook Counties, to hear answer,

Quincy Sept 16th 1861

Wheat Haver
attys for said Dickey

Matthew B. Finlay

vs

Thomas S. Dickerson
R. G. Howland and
William C. Jones

Transcript of Record
Superior Bond, Assignment
of Error, Affidavit of Justice
and Precept.

Filed September 18. 1861

L. Leland
Clerk
by J. B. Kim Deputy