No. 14752

Supreme Court of Illinois

Williams

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vs.

Rutter

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STATE OF ILLINOIS,

SUPREME COURT,

THIRD GRAND DIVISION.

No. 252

J. W. Middleton & Co., Stationers, 196 Lake St.

Williams
vs
Ritter

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Ruttet et als } No 252
Applees }

In opposition to the motion for a continuance made in this case by the appellants, we suggest that the following are the facts appearing of record in this case:

1. The Decree was entered and the appeal prayed by appellants and allowed them on the 18th day of April, 1864, page 247.

2. Appeal bond was filed Apr. 19th 186. p. 255.

3. The record in this case was filed on April 21st 1864. the errors were as= signed. and appellees joined in error. on that day. and we therefor suggest. that the appellants are not now entitled to a continuance for the reason assigned by them

Keller et als
ads
Williams et als

No 252

Suggestions on motion for a Continuance.

Filed May 12, 1864
L. Leland Clk

F. H. Winston and
Scammon McCagg & Fuller
For Appellees.

Ottawa
May. 12. 1864

Supreme Court
Eli B. Williams
vs
Joseph O Rutter et al

And now comes the plaintiff and moves that this cause be continued on the ground that the appeal therein was not allowed or perfected 30 days prior to the first day of the present Term of this Court.

Perkins Bass &
Farwell & Smith
Sols for Plaintiff.

No 252

Supplement

Williams

vs

Ratts et al

Motion
for Continuance

Filed May 12 1864
L. Leland
Clk

UNITED STATES OF AMERICA,

STATE OF ILLINOIS, COUNTY OF COOK, SS.

Pleas, before the Honorable, the Judges of the Superior Court of Chicago, within and for the County of Cook and State of Illinois, at a regular Term of said Superior Court of Chicago, begun and holden at the Court House, in the City of Chicago, in said County and State, on the first Monday, being the Fourth day of April in the year of our Lord One Thousand Eight Hundred and Sixty Nine and of the Independence of the United States of America the Eighty Eighth

Present, The Honorable John M. Wilson Chief Justice of the Superior Court of Chicago.

Van H. Higgins
Joseph E. Gary
Judges.

Joseph Knox Prosecuting Attorney.

David J. Hammond Sheriff of Cook County.

Attest, Thomas B. Carter Clerk.

Be it remembered that heretofore to wit on the Seventh day of April in the year of our Lord one Thousand Eight Hundred and Sixty Three Joseph O. Rutter, [illegible] Ellicott and Edward W. Whitehouse, by Scammon McCagg Fuller and Blodgett & Winston their Solicitors filed in office of the Clerk of the Superior Court of Chicago their certain Bill of Complaint which is in Words and figures following to wit:

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

To the Honorable the Judges of the Superior Court of Chicago in Chancery Sitting.

Complaining Showeth unto your Honors, your orators Joseph O. Rutter, William D. Endicott and Edward N. Whitehouse partners doing business under the name style and firm of Rutter Endicott and Whitehouse who bring this suit as well for themselves as for the other creditors of J. Wadsworth & Co. hereafter named, if they come in and make themselves parties to this suit and contribute to the expenses of the same, that [illegible] Wadsworth of the City of Chicago C[illegible] County Illinois and Mercy Ambler of Boston in the State of Massachusetts, have carried on the Exchange and Brokerage business at the City of Chicago aforesaid under the style and firm name of J. Wadsworth & Co for the last two years and as such partners were the owners and possessed of divers sums of money in Treasury Notes, Bank Bills Gold and Silver Coin which were in their Banking office at No. 34 Clark Street Chicago and in which office the said firm also had divers articles of office furniture such as desks chairs Counters tables &c all of great value, as your orator believes of the value of Eight thousand Dollars A more complete list and Schedule of said office furniture Bank Bills Treasury Notes. Gold and Silver Coin is hereto attached as a part of this Bill, marked Exhibit "A" and also the Lease of said office for one year from May 1st 186

And your orator further show unto your Honor that the above enumerated articles of property with the Bank Bills Treasury Notes, and Gold & Silver Coin are all the property of any kind belonging to said firm of S. Wadsworth & Co so far as is known to your orator and that neither of the partners of said firm have any separate property or estate so far as known by your orator.

And your orator further state on information and belief that the said S Wadsworth is largely indebted on his private account and is utterly insolvent

Your orator further show unto your Honor that the said firm of S Wadsworth & Co are largely indebted to different parties (as will be hereinafter more fully stated,) and as your orator are advised and believe to an

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amount exceeding the value of the several articles of property above enumerated and that said firm of S Wadsworth & Co. has no means of paying the partnership debts of the firm except out of said partnership property and effects

And your Orator further shows unto your Honor that one Eli B Williams who is or claims to be a separate creditor of said S Wadsworth and to have a judgment against him the said S Wadsworth either singly or jointly with some other person (but not with the said Mercy Ambler) sued out an execution upon his judgment and placed it in the hands of John A Wilson a deputy Sheriff under D. S Hammond the present Sheriff of Cook County Illinois to be executed upon the goods chattels and estate of the said S. Wadsworth and said John A Wilson Deputy Sheriff as aforesaid having said Execution in his hands secretly watched the Banking office of said S. Wadsworth & Co. to see what property money or effects came in there and on the first day of April 1863 while the said S Wadsworth was out of said office about the hour of noon and the Banking office was in charge of a Clerk or teller of said firm entered said office and seized all the money coin and property in said office belonging to said firm upon said Execution in favor of said E B Williams and against said S Wadsworth for his separate debt and not for any debt of said S Wadsworth & Co, and removed the property so seized from said office and secreted it and withheld it as well from your orators as the said S Wadsworth & Co who were entitled to it for the purpose of paying their partnership debts.

And your orators further show unto your Honor, that in the course of the partnership Business of said firm of S Wadsworth & Co they became indebted as partners unto your Orators in a large sum of money and that your orators fearing that the seizure of said property and effects of said firm by said Nelson for the separate debts of said S. Wadsworth would deprive the said firm of the means of paying their indebtedness to your orators on the second day of June 1863 in the forenoon sued out of this Honorable Court on the law side thereof their writ of attachment against the said Mercy Antes as partner in the said firm of S. Wadsworth & Co and also their writ of Summons in the same action against said S Wadsworth for the recovery of the amount due them from the said S. Wadsworth & Co which writ of attachment was on the second day of April 1863 in the forenoon placed in the hands of the said John A Nelson deputy Sheriff as aforesaid for service and thereupon the said John A Nelson was specially directed to levy said Writ of attachment upon the money property and effects of the said firm of S Wadsworth & Co. which he had seized upon the execution in favor of the said Williams against the said S Wadsworth,

And your orator shows unto your Honor that at the time when said Writ of attachment was placed in the hands of said John A Nelson he had in his possession and control all the said money property and effects which he had seized on said execution in favor of said Williams against said S Wadsworth

And your orator further shows unto your Honor that such proceedings were had in said cause that on the sixth day of April 1863 at the April term of said Superior Court judgment was rendered in favor of your orator against said S Wadsworth and Mercy Ambler for the sum of Three Thousand and Three 75/100 Dollars debt or damages besides costs of suit and thereupon an execution was issued out upon said judgment and placed in the hands of said

7 John A Nelson, Deputy Sheriff as afore-said for levy and service and he was thereupon directed by your orator to apply the money property and effects seized by him on said Execution against said S. Wadsworth in favor of said Williams upon your orators execution.

And your orators state and show unto your Honor that it was the duty of the said John A Nelson to apply the money property and effects taken by him for the private debt of said S. Wadsworth, upon the execution in favor of said Williams, upon the Writ of attachment against the said Mercy Antler sued out in favor of your orators who are entitled to be first paid out of said money effects and property belonging to said firm of S. Wadsworth & Co before any private creditor of either one of the members of said firm shall receive payment out of such partnership property

And your orators further show unto your Honors, that in the course of their said partnership business the said firm of S. Wadsworth & Co. became and were indebted as such partners to (Ogler. Belden & Co. who are made defendants herein) in a large sum of money and that said Ogler Belden

& Co. Commenced suit on such indebtedness at the same time, and in the same Court, and in the same manner by attachment against said Mercy Ambler, and by summons against said S Wadsworth and placed their Writ of Attachment in the hands of the said John A Nelson, at the same time and gave him the same directions about levying the same as your orator gave him about their Writ and that the said ~~Writ~~ Nelson was under the same duty and liability in respect of said Writ in favor of Tyler Belden & Co as he was in regard to your orator's writ and that such proceedings were had in the suit of Tyler Belden & Co against the said S. Wadsworth & Co that on the sixth day of April at the April Term 1863 of the + Superior Court of Chicago Judgment was rendered in favor of said Tyler Belden & Co against said S Wadsworth & Co for the sum of Eighteen hundred sixty six $\frac{90}{100}$ Dollars debt or damage besides costs of suit and that on the sixth day of April 1863 the said Tyler Belden & Co sued out a Writ of Execution + upon their Judgment and placed it in the hands of said Nelson for levy and service at the same time as your orator's writ and so the said Nelson was under the same duty and obligation in respect of the execution of said Tyler Belden & Co as he was in respect of your Orators writ of Execution above set out.

And your Orator further show unto your Honor that in the course of their partnership business the said firm of S Wadsworth & Co became and were indebted as partners to Samuel Marshall and Charles F. Illsley who are made defendants hereto in a large sum of money and that at the April Term 1863 of the Superior Court of Chicago a judgment was recovered upon said partnership indebtedness by said Marshall and Illsley for the sum of sixteen hundred Dollars and costs against said firm of S Wadsworth & Co and thereupon an execution was sued out of said Court upon said judgment and placed in the hands of said John A Nelson deputy Sheriff on the 6th day of April 1863 for levy and service upon effects and property of the said firm of S Wadsworth & Co seized by him on the said Execution of Williams vs Wadsworth they the said Marshall and Illsley being entitled to a share pro rata × with your orator and the said Tyler Belden & Co of the proceeds of said property and effects as by the record of the proceedings in the several suits herein before referred to, now remaining in the Honorable Court, will more fully and at large appear and to which for greater certainty your orators crave leave to refer

And your orators further show unto your Honor that it was the duty of the said Sheriff S. S. Hammond and of his Deputy the said John A Nelson to have levied the Writs of attachment hereinbefore set forth and referred to upon the property and effects of the said S Wadsworth & Co which he had taken upon the Writ of Execution in favor of Williams against said S Wadsworth and which were in his possession and under his control at the time said Writs of attachment were delivered to him the said Nelson and it was further his duty to have levied the several Executions in favor of your orators, Tyler Belden & Co. and Marshall Ilsley upon the said property and effects of said S Wadsworth & Co.

But your orators further complaining show unto your Honor and state that said Hammond and Nelson Sheriff and Deputy Sheriff as aforesaid refused to levy said Writs of attachments upon said property and effects of the firm of S Wadsworth & Co in their possession as aforesaid or to levy and apply the same upon the several Executions of your orators, Tyler Belden & Co. and of Marshall, and Ilsley, but insist on applying the same upon the execution of said Eli B Williams against said J Wadsworth to the manifest prejudice and injury of your orators, and the said Creditors of J Wadsworth & Co.

And your orators further show unto your Honor that at times the said Hammond and Nelson pretend they paid over to said E. B Williams the money, property and effects levied upon and seized by them on the execution in his favor against said J Wadsworth before the several executions above referred to came into their hands and possession but your orators state the fact to be that said property money and effects were in the hands of said Hammond and Nelson at the time the said several Writs of attachments above referred to were placed in said Sheriffs hands for levy and service and the said Nelson was directed by your orators attorney to levy said Writs of attachment upon said money property and effects or if the said Nelson or the said Hammond have paid over the said money effects and property to said Williams, that such payment was made after they received said

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writs of attachment; and that the said Williams as Complainants are informed and believe, knew when he received said money effects and property, that it was the partnership property of S Wadsworth & Co and he also knew at the time he received it from said Sheriff, that the several writs of attachment, above described were in said Sheriffs hands for levy and service and that the said Williams gave said Sheriff a bond of indemnity for any liability which said Sheriff might be under to your orators and the other creditors of the firm of S Wadsworth & Co and so your orators say, that if said money effects and property have been delivered and paid to said Williams that he received the same with full knowledge of the premises and of your orators claims thereon as creditors of said firm and that he holds the same as trustee for your orators, and the other creditors of S Wadsworth & Co

Your orators further show unto your Honor that of the money seized on the execution in favor of E B Williams v S. Wadsworth there was about Nineteen hundred and five 85/100 dollars in Gold Coin Five (5) Hundred & Ninety five 48/100 dollars in Silver Coin and Nine Hundred Ninety Dollars in Custom House Notes (so called) which at the time it was taken by said Sheriff and received by said Sheriff Williams (if it has been paid to him). was worth greatly more than its nominal value. the said Gold Coin and demand notes being in legal tender treasury notes. about fifty seven per cent. premium. and the silver coin about forty eight per cent. premium and that the said Williams and the said Sheriff pretend they have the right to return instead of the said gold. and silver Coin, Treasury notes or Bank Bills of the same nominal amount. to the manifest injury of your orators and the creditors of said J. Wadsworth & Co and so your orators say they are in equity entitled to have the same identical gold. and silver Coin paid into this Honorable Court to be applied in payment of the debts, of said firm of J Wadsworth & Co. as this Court may direct.

Your orators further show unto your Honor that said firm of J Wadsworth, & Co. has no means of paying your orators and the other creditors herein named except out of said money property. and effects and that they can only have relief in a Court of Chancery they therefore make the said Eli B. Williams J J Hammond. Sheriff and John A Nelson Deputy Sheriff

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Ching Wadsworth, Mercy Ambler, James E. Oyler. Charles W. Belden. and John R. Wrenn. (Composing the firm of Oyler Belden & Co.) & Samuel Marshall, and Charles F. Ilsley (Composing the firm of Marshall & Ilsley) parties defendants to this Bill and pray for the usual process of this Court against them and that they each and all be required to appear and answer the matters and things hereinbefore contained fully and particularly to the best of their respective knowledge information and belief but not under oath. their oaths being hereby waived.

And may it please your Honors to grant unto your orators the Peoples Writ of Injunction directed to the said D. S. Hammond. John A Nelson and Eli (B.) S. Williams their agents attorneys and servants restraining them and each of them from selling conveying or disposing of the said Money property and effects particularly enumerated in the Schedule attached to this Bill until the further order of this Court in the premises

And may it please your Honors to appoint some fit person as Receiver of said money property, and effects enumerated in said Schedule: and to direct said Eli B Williams P. C. Hammond John A Nelson their agents attorneys, and servants to deliver the said money, property, and effects to such receiver to be by him brought into this Court, to abide the further order and decree, of this Honorable Court, in the premises

And may it please your Honors, to order and decree, that the said money effects, and property (or in case any of it has been disposed of by said parties, so that it cannot now be produced in the identical articles then the value or proceeds thereof) to be applied pro rata upon the debts of your orator, the said Tyler, Belden & Co. & the said Marshall & Ilsley (if the said property shall not suffice to pay the same in full) and if there shall be any residue to apply the residue in such manner as to your Honor shall seem meet

And may it please your Honor to grant unto your Honor such other and further Relief as the premises considered they shall be in Justice and equity entitled to, and as in duty bound your orator will ever pray &c

Scammon McCagg Fuller
& Blodgett & Winston Solicitors
& of Counsel for Complainants

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Joseph O Rutter William H Endicott and Edward N Whitehouse
v.
Eli B. Williams S. C. Hammond. John A Nelson. Thomas Wadsworth. Mercy Ambler James E Tyler. Charles W. Belden. John H. Warner Samuel Marshall, and Charles Tollesley

Chancery

The Clerk of the Superior Court will please issue Summons as above in Chancery.

Scammon McCagg & Fuller &
Blodgett & Winston
Compts Solicitors.

State of Illinois }
County of Cook } ss

Joseph O Rutter, being first duly sworn, deposes and says that he has read the foregoing Bill of Complaint subscribed in his behalf and that the Statements therein contained are true except as to those matters therein stated, upon information and belief and as to those he believes it to be true

Sworn to before me. J O Rutter
this 7th. day of April A.D. 1863.
Thos B Carter Clerk

Schedule A,

$215.	Currency
$400.	Silver Coin
$43.	do do
$ 9 ^{30}	do. 3¢ pieces
$1890.	Bills, (Treas notes & Bank Bills) ($990 of this was demand notes)
$1500	Currency
$100 –	7 ^{30} Treas notes
$163.	Currency
$85.	Treas. Notes,
$75	Small Silver Coin
56 ^{75}	Silver . do
11 ^{38}	do. do
1785 ^{50}	Gold Coin
22 1/2.	Eng. Sovereigns gold value $108,
2	20 franc french pieces value $7 ^{60}
1	-25. " " " 4 ^{75}
16 ^{13}	in Postage Currency

Office furniture in office No. 34 Clark St

Superior Court of Chicago
In Chancery
Joseph O Rutter et al
vs
Eli B. Williams et al

Compts Exhibit B. Comm. to in depositions Of Samuel C. Smith. Ira Scott, Master in chancery

5/11

18. And thereupon afterwards to wit on the day and year aforesaid there issued out of the Clerk's office of the said Superior Court of Chicago, the People's Writ of Summons which, together with the return of the Coroner endorsed thereon, is in the words and figures following to wit:

State of Illinois } ss.
County of Cook }

The People of the State of Illinois to the Coroner of said County, Greeting,

We Command you that you Summon Eli B. Williams, D. S. Hammond, John H. Nelson, Thos Wadsworth, Mercy Ambler, James E. Tyler, Charles H. Belden, John S. Warren, Samuel Marshall, & Charles H. Ilsley if they shall be found in your County personally to be and appear before the Superior Court of Chicago of said County of Cook, on the first day of the Term thereof to be holden at the Court House in the City of Chicago in said Cook County, on the first Monday of May next, to answer unto Joseph O. Rutter, William H. Endicott & Edward H. Whitehouse in their certain Bill of Complaint filed in the said Court on the Chancery side thereof. And have you then and there, the Writ with an endorsement thereon in what manner you shall have executed the same.

Witness Thomas B Carter Clerk of our said Court and the seal thereof, at Chicago aforesaid, this 7th. day of April A.D. 1868.

(Seal)

Thomas B Carter Clerk

Internal Revenue
50 cents
Stamp

(Return of Coroner)

Served this Writ on the within named Eli B Williams J S Hammond John A Nelson Philip Wadsworth James E Tyler, Charles W Belden, John H Dunham, by delivering a copy thereof, to each of them the Fourteenth day of April 1868. Mercy Ambler. Samuel Marshall, and Charles H. Illsley not found in my bailiwick

Emil Schmidt.
Coroner

And afterwards to wit on the Fourth day of May in the year aforesaid, the said day being one of the days of the May Term of said Court. the following proceedings were had in said cause, among others entered of record in said Court. towit

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Joseph O. Rutter. William F Endicott and Edward N Whitehouse,
vs.
Eli B Williams David S Hammond John A Nelson, Sidney Wadsworth, Mercy Ambler, James E Tyler, Charles W Belden, John H Mann, Samuel Marshall, and Charles F Ilsley
Bill

This day come said Complainants by Blodgett & Winston their Solicitors, and on their motion, it is ordered that said ~~xxxxx~~ & several defendants in above entitled cause, be, and they are hereby required to plead answer or demur, to the Bill of Complaint, in said cause, by coming in and opening of the Court on Monday Morning next,

And afterwards towit on the Eleventh day of the month and year last aforesaid. and being yet of the said May Term of said Court the following proceedings were had in said Cause and amongst other entries of record in said Court to wit:

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Joseph O. Rettie, William J. Endicott and Edward N. Whitehouse
vs
Eli B Williams David J Hammond John A Nelson, Thomas Wadsworth, Mercy Ambler. James E Tyler, Charles W. Belden John G Rhem. Samuel Marshall and Charles F Illsley

Bill

And now at this day come the said defendants Eli B Williams, David J. Hammond, and John A Nelson, by Perkins Bros. their solicitors, and on his motion it is ordered, that the Rule to Plead answer or demur. to the Bill of Complaint in said cause, be, and is hereby further Extended one week longer, as to said Defendants,

And afterwards on the nineteenth day of the Month and year aforesaid, the said Defendant Eli B Williams by Perkins Bros his solicitor filed in the Clerks office of said Court. his certain separate answer. which is in the words and figures following to wit.

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Superior Court of Chicago
In Chancery

The answer of Eli B Williams one of the Defendants to the Bill of Complaint of Joseph O Rutter, William H Endicott, and Edward A. Whitehouse Complainants,

This defendant now and at all times hereafter, saving and reserving unto himself all benefit and advantage of Exception which can or may be had or taken to the many errors uncertainties and other imperfections in the said Complainants said Bill of Complaint contained for answer thereunto or so much and such parts thereof as this defendant is advised is or are material or necessary for him to make answer unto,

This Defendant answering saith he denies that Strong Wadsworth, of the City of Chicago and Mercy Ambler, of Boston Massachusetts are now or have been copartners, during the last two years carrying on the Exchange and Banking Business at the City of Chicago under the style and firm of S Wadsworth & Co.

This defendant further answering

denies that the said Shing Wadsworth and Mercy Ambler as partners owned and possessed the money and property at the Banking house No. 34 South Clark Street in Chicago set forth and described in a Schedule marked "Exhibit A" and referred to in said Complainants said Bill of Complaint.

This Defendant further says that the late firm of Wadsworth & Co composed of said Shing Wadsworth and one James Wadsworth was doing a banking business during the year A.D. 1857 and before that time.

That this defendant kept a bank account with the said Wadsworth & Co and some time during the fall of A.D. 1857 the said Wadsworth & Co failed and closed up their bank. That at the time of said failure this defendant had a large sum of money on deposit with said firm to wit about Seven Thousand Dollars Dollars which was a copartnership debt due this defendant from the said firm of Wadsworth & Co.

That the said judgment in favor of this defendant and against Shing Wadsworth impleaded with James Wadsworth mentioned in said Complainants Bill was obtained upon the said indebtedness of the said firm of Wadsworth & Co. to this defendant, above set forth,

And this defendant further says that since the failure of said Wadsworth & Co. the said Wadsworth & Co and the said Strong Wadsworth ~~& Co~~ have claimed to be utterly, and totally insolvent,

This Defendant further says, that he verily believes and so charges the fact to be, that the pretended firm of S. Wadsworth & Co. composed of Strong Wadsworth and Mercy Ambler. as set out in said Complainants said Bill of Complaint, is a sham. a cover. and device, entered into to cheat and defraud this defendant and other Creditors of said Strong Wadsworth,

This Defendant denies that the pretended firm of S. Wadsworth & Co. are now or ever became indebted unto the said Rutter Endicott & Whitehouse. Cuyler Belden & Co. Marshall & Illsley either or all of them as set forth in ~~said~~. Complainants said Bill of Complaint, But this defendant believes and so charges the fact to be that (if there is any indebtedness of the pretended firm of S Wadsworth & Co. it is the private individual debt of Strong Wadsworth

25 contracted in the individual name of the said Shong Wadsworth, and the name of S Wadsworth & Co. that if the said Mercy Amber is at all indebted to the said Butler, Endicott & Whitehouse Tyler, Belden & Co. and Marshall Ilsley or either of them she is not indebted as copartner with Shong Wadsworth.

The Defendant admits that he sued out an execution ✗ upon his judgment, against Shong Wadsworth impleaded with one James Wadsworth and placed the said Execution in the hands of deputy Sheriff John Anson, with directions to levy upon the money and effects in No 34, South ✗ Clark street in Chicago where the said Shong Wadsworth was doing business on his sole and individual account but under the name of S Wadsworth & Co.

That the said Deputy did on or about the 1st day of April 1863, enter said ✗ Banking House No 34 South Clark Street and levy upon all or nearly all the money and effects in the said Banking House and which money and effects were in fact the property of said Shong Wadsworth,

And the said deputy Sheriff applied a portion of the same consisting of current money upon the said execution to the ✗

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amount of Six Thousand one hundred and Eighty Three, 53/100 dollars and paid over to the Defendant the full amount of the said Six Thousand one hundred Eighty Three 53/100 Dollars on the 2d day of April A.D. 1863, as will more fully appear by reference to the receipt upon the aforesaid Execution

And the Defendant further saith, that he has disposed of all the money so paid him by the said deputy as aforesaid.

That said money was all disbursed in the ordinary course of business within one day from the time of the receipt of the same, so that it is impossible for this defendant to produce the identical money received from the deputy sheriff as aforesaid,

This Defendant further says, that he has no personal knowledge of the commencement of the attachment suits, against Chong Wadsworth, and Mercy Ambler, one of which was in favor of Rutter Evarts & Whitehouse, the other in favor of Tyler Bullen & Co.

That he is informed and believes that such suits were commenced,

That this Defendant has ~~xxxxxx~~ caused search to be made for the files in these cases and they cannot be found, also he has caused a similar search for the files in the case of Marshall & Ilsley vs S. Wadsworth and Mercy Ambler, with the same results.

That the Clerk of this Court is unable to produce any papers which have been filed in either of said suits.

This defendant further answering, denies that any Writ or Writs of attachment have been issued in said attachment suits and placed in the hands of the said deputy Sheriff John A Nelson, as set forth in said Complainants said Bill and this Defendant says that if any such attachment writs were issued they were illegal void and of no effect.

This defendant admits that Judgments were obtained in the two attachment suits aforesaid, also that Judgment was obtained in the suit in the same Court in favor of Marshall & Ilsley and against and against Sidney Wadsworth and Mercy Ambler, and that Executions were issued thereon, and put into the hands of the Sheriff on the sixth day of April A.D. 1863, but this defendant believes and so charges the fact to be that said Judgments were informal illegal obtained without authority void and of no effect.

This defendant denies that it was the duty of the said D S Hammond Sheriff and his deputy John A Nelson, to levy the Writs of attachment aforesaid, or the said Executions upon the money and effects, taken on the execution in favor of E B Williams and against Strong Wadsworth impleaded &c

This defendant further says that none of said money levied upon by said deputy Nelson as aforesaid remained in the hands of the Sheriff or his Deputy at the time (6th day of April A.D. 1863,) executions in favor of Complainants Tyler, Belden & Co. and Marshall & Ilsley were placed in his hands.

And this defendant further answering admits that the money so levied upon and received by this defendant & upon said Execution, consisted of about $\$1905^{85}$ in gold coin $\$595\frac{43}{100}$ in silver coin $990 & in U S Treasury notes all of it being lawful money of the United States and the balance of said Money in current Bank Bills of Banks which redeem their Bills in lawful money And this defendant denies any of the money so received was worth more than its nominal Value, or that he was bound to receive the same from the said Sheriff at more than its nominal Value or that any of it could be tendered, in payment of a debt at more than its nominal Value, and this Defendant says that he supposes it is true that in consequence of the efforts of armed traitors to destroy our government and dismember our Country, aided by the unpatriotic and unscrupulous efforts of certain brokers and speculators, the credit of the government has been somewhat impaired, and that the said Treasury notes would not sell at par in Coin, but this defendant says that in as much as such Treasury notes are made a legal tender by law of Congress and are as this Defendant believes really good and will eventually be redeemed in coin or its equivalent and as this defendant was desirous of collecting from said Ching Wadsworth the first good opportunity what he owed him he concluded to make no objection to taking the said Treasury notes and other current money of equal value at par although the money which the said Ching Wadsworth received of this Defendant when the debt was contracted upon which this defendants judgment was obtained was gold or its equivalent in value, and all though the indebtedness upon which said judgment was obtained arose before such Treasury notes were authorized and when nothing but Gold and Silver were legal tender

And this defendant denies all and all manner of unlawful combination and confederacy wherewith he is by the said Bill charged without this that there is any other matter cause or thing in the said Complainants said Bill of Complaint contained material or necessary for this Defendant to make answer unto and not herein and hereby well and sufficiently answered confessed traversed and avoided or denied is true to the knowledge or belief of this defendant all which matters and things this defendant is ready and willing to aver maintain and prove, as this Honorable Court shall direct and humbly prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained,

Perkins Bass
Solicitor for Defendant
Eli B. Williams

Eli B Williams

~~And afterwards to wit on the Twenty first day of the Month and year aforesaid. and being yet of the said May Term of said Court. the following proceedings were had in said cause, and among others entered of record in said Error Court to wit;~~

Error

~~Joseph O. Rutter, William D. Endicott and Edward W Whitehouse~~

~~vs.~~

~~Eli B Williams David S. Hammond. John A Nelson, Philip Wadsworth Mercy Ambler, James E Tyler, Charles H Belden. John H Ohern. Samuel Marshall & Charles T Ilsley~~

Bill

Error

Error.

~~And now comes said Error Complainants by Blodgett & Winston their solicitor and on their motion. and by agreement of parties it is ordered that this cause be referred to Ira Scott one of the Masters in Chancery of this Court. to take proofs. and report thereon to the Court.~~

And afterwards to wit on the day and year aforesaid. the said, David S Hammond. and John A Nelson, by Scammon and Smith their attorney filed in the office of the Clerk of said Court, their joint and several answer, which is in the words and figures following to wit

Superior Court of Chicago
In Chancery

The answer of David S. Hammond and John A. Nelson two of the Defendants, to the Bill of Complaint of Joseph G. Rutter & William H. Endicott and Edward W. Whitehouse, complainants,

These Defendants now and at all times hereafter saving and reserving unto themselves all benefit and advantage of exception which can or may be had or taken to the many errors uncertainties and other imperfections in the said complainants said Bill of Complaint contained, for answer thereunto or so much and such parts thereof as these defendants are advised is or are material or necessary for him to make answer unto.

These defendants answering say that they deny that Shong Wadsworth of Chicago and Mercy Ambler of Boston Massachusetts have carried on the Banking and Exchange Business at the City of Chicago Illinois under

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the style and firm name of J Wadsworth & Co for the last two years or for any portion of that time

These defendants further deny that as such partners the said Strong Wadsworth & Mercy Ambler were the owners and were possessed of divers sums of money in Treasury notes, bank bills gold and silver coin which were in the Banking office ~~of~~ at No 34 Clark Street and in which office said pretended firm had divers other property as set forth in said Complainants said Bill and in the Schedule thereunto attached

These defendants admit that Strong Wadsworth is largely indebted not on his private account but on account of the late firm of Wadsworth & Co consisting of Strong and James Wadsworth and admit that said Strong Wadsworth is utterly insolvent

These defendants say that one Eli B Williams is not a separate creditor of Strong Wadsworth, but a creditor of the aforesaid firm of Wadsworth & Co.

That said Williams sued out upon his judgment against Strong Wadsworth impleaded with James Wadsworth

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an Execution, and placed it in the hands of John A Nelson a deputy sheriff under L D Hammond Sheriff of Cook County Illinois to be executed upon the goods & chattels and effects of said S Wadsworth

These defendants deny that the said John A Nelson secretly watched to see what property, money or effects came into the said Banking office No 34 & Clark Street But these defendants admit that on or about the 1st day of April A.D. 1863, about the hour of noon the said John A Nelson, entered the said Banking office and levied upon the money and effects therein under and by virtue of the execution in favor of Chs B Williams and against Shong Wadsworth impleaded with one James Wadsworth

These defendants deny that said judgment in favor of said Williams was obtained upon a separate debt of the said Shong Wadsworth but on the contrary affirm, that it was obtained upon an indebtedness against the late firm of Wadsworth & Co composed of the said Shong Wadsworth and his brother one James Wadsworth

These defendants in answer to the allegation that the said pretended firm of S Wadsworth & Co as partners became indebted in a large sum of money unto complainants or any other parties say that they have no knowledge on the subject, & neither admit nor deny the same but leave the complainants to make proof thereof, as they may be able

These defendants admit that a writ purporting to be a writ of attachment was sued in favor said complainants and against Strong Wadsworth and Mercy Ambler, and that said writ was placed in the hands of said John A Nelson, on the 2d day of April 1863. before the said money was paid over to the said Williams but on the same day these defendants in answer to ~~the~~ the allegation that the said writ was legal & valid or that it was of any binding effect, say that they have no knowledge on the subject and leave the complainants to make their proof.

These defendants further answering say that when the said John A Nelson levied upon the said money and effects, upon the execution in favor of said O B Williams and against

Thong Wadsworth, impleaded as aforesaid. That at the time of the levy these defendants did not know whether said J Wadsworth had a part or the entire interest in said property, and the said Nelson levied upon the interest of said Wadsworth in said money and effects. That before the said Nelson left the said office No 34, South Clark street at the time of the levy the said Nelson became convinced that the said Wadsworth was the sole and absolute owner of said money & effects levied upon as aforesaid. Therefore the said Nelson applied the current money so levied upon, upon the said execution and paid over the said current money to the said E B Williams

These defendants deny that it was the duty of the said Nelson to apply the said current money upon the attachment writ aforesaid.

What these defendants have alleged in regard to the indebtedness of and suit & attachment writ against the pretended firm of J Wadsworth & Co and in favor of the said Complainants is also true of the indebtedness of and suit and attachment writ against the said firm of J Wadsworth & Co. and in favor of Tyler Belden & Co. mentioned in Complainants Bill.

These defendants admit that Judgments were obtained in favor of said Complainants Tyler Belden & Co & Marshall & Ilsley and against the pretended firm of J. C. Wadsworth & Co and executions issued thereon and placed in the hands of said Nelson April 6th 1863. But these defendants deny that said money and effects levied upon under the executions in favor of said Williams aforesaid was in the hands of or under the control of these defendants or either of them at the time of the receipt of the executions aforesaid on the 6th day of April 1863.

These defendants answering say that the money levied upon by said Nelson as aforesaid and applied on the said Execution in favor of said Williams was paid to said Williams on the 2d day day of April 1863. as will appear by the receipt of said Williams thereon

These defendants in answer to the allegations that the pretended firm of J Wadsworth & Co or the said Jno J Wadsworth were indebted unto the said Complainants or the said Tyler Belden & Co

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or the said Marshall & Ilsley, and that the said judgments obtained by the said Complainants, Tyler Belden & Co and the said Marshall & Ilsley against the said firm of S Wadsworth & Co. were legal & valid, and also that the executions issued upon the last three named judgments were legal, and valid, say that they have no knowledge on the subject, and leave the Complainants to their proof.

These defendants admit, that the amount of gold, and silver Coin & Treasury notes levied upon, upon the said Williams Execution was substantially as set forth in Complainants Bill - but these defendants deny that the aggregate amount of Currency & Coin amounted to over six Thousand one hundred eighty three $\frac{28}{100}$ dollars

And these defendants deny all and all manner of unlawful Combination and Confederacy wherewith they are by the said Bill charged, without this, that there is any other matter cause or thing in the said Complainants said Bill of Complaint contained material or necessary for these defendants to make answer unto and not herein and hereby well and sufficiently answered, confessed traversed and avoided or denied as true to the knowledge or belief of these defendants all which matters and things these defendants are ready and

39 willing to aver maintain and prove as this Honorable Court shall direct; and humbly pray to be hence dismissed with their reasonable Costs and charges in this behalf most wrongfully sustained

Saml S. Hammond
by John A Nelson
John A Nelson

Hamill & Smith
Sols for Defts
Hammond & Nelson

And afterwards to wit on the day and year aforesaid, the said Joseph O. Rutter, William H Endicott & Edward N Whitehouse by Miller & Co. and Blodgett & Johnston their Solicitors filed in the office of the Clerk of said Court their certain Replication, which is in the Words and figures following to wit;

Superior Court of Chicago
In Chancery

The Replication of Joseph O. Rutter, William H Endicott and Edward N Whitehouse Complainants to the answers of Eli B Williams Saml S Hammond, and John A Nelson. Defendants

These defendants

saving and reserving to himself all and all manner of advantage of Exception to the manifold insufficiencies of said answer for replication thereunto, saith, that they will aver and prove the said Bill to be true certain and sufficient in the law to be answered unto and that the said answers of the said defendants are uncertain untrue and insufficient to be replied unto by this repliant, without this that any other matter or thing in the said answers contained material or effectual in the law to be replied unto confessed and avoided traversed or denied is true. All which matter and things these repliants are and will be ready to aver, maintain and prove as this Honorable Court shall direct, and humbly pray as in and by said Bill they have already prayed.

Miller & Co &
Blodgett & Winston
Compts Sols —

And afterwards to wit on the twenty first day of the month and year aforesaid, and being yet of the said May Term of said Court the following proceedings were had in said cause, and among others entered of record in said Court but

Joseph & Rutter William H.

Endicott, and Edward N. Whitehouse
vs.
Eli B Williams David S Hammond
John A Nelson Thos J Wadsworth.
Mercy Ambler. James E Tyler. Charles
W Belden. John H Ream. Samuel
Marshall. Charles F Illsley

Bill

And now come said complainants by Blodgett & Winston their solicitors, and on their motion and by agreement of parties it is ordered that this cause be referred to Lou Scott, one of the Masters in Chancery of this Court to take proofs and report thereon to the Court.

And afterwards to wit: on the Twenty third day of November in the year aforesaid, the same being one of the days of the November Term of said Court, the following proceedings were had in said Cause, and among others entered of Record in said Court to wit:

Joseph O. Rutter Hiram H. Endicott
and Edward N Whitehouse
vs
Eli B Williams David S Hammond
John A Nelson. Thos J Wadsworth.
Mercy Ambler. James E Tyler. Charles
W Belden John H. Ream. Samuel Marshall & Charles F Illsley

Interlocutory order

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And now come said Complainants by Blodgett & Winston their Solicitors, and it appearing on their motion that the said Shing Wadsworth, one of the Defendants in above entitled cause is a material witness in said cause, and that the testimony of the said Shing Wadsworth is material and necessary to a proper understanding of the various allegations in Complainants Bill of Complaint it is ordered that said Complainants have leave to summon the said Shing Wadsworth, to testify, as a witness before the Master in Chancery Ira Scott to whom said cause has been referred, and that they have leave to examine him in their behalf before said Master & touching his knowledge of the allegations set forth in the said Bill of Complaint as they shall be advised is material and necessary in their behalf subject however to all legal exceptions which may be taken by the other defendants to the testimony of said Defendant when taken by said Master and presented into his report in said cause.

And afterwards to wit on the fifteenth day of February in the year of our Lord one thousand Eight Hundred and Sixty four the said defendant Mercy Ambler by Scammon McCagg & Fuller her Solicitors filed in the office of the Clerk of said Court her certain separate answer, which is in words and figures following towit

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

The separate answer of Mercy Ampler one of the Defendants named in the Bill of Complaint of Joseph O Rutter William F. Endicott and Edward H. Whitehouse against her defendant and Eli B. Williams, S. J Hammond, Sheriff and John A Nelson, Deputy Sheriff Ewing & Wadsworth, James E. Tyler & Charles W Belden and John H. Wrenn, Samuel Marshall, and Charles T Illsley.

This Defendant now and at all times hereafter saving and reserving unto herself all benefit and advantage of exception which can or may be had, or taken to the many errors uncertainties and other imperfections in the said Complainants said Bill of Complaint contained for answer, thereunto, or unto so much and such parts thereof as this defendant is advised is or are material or necessary for her to make answer unto,

This defendant answering saith, That King Wadsworth of the City of Chicago and she this defendant did carry on the exchange and brokerage business at the City of Chicago under the firm & name of S. Wadsworth & Co for about two years next preceding the filing of said Bill that her means and moneys were embarked in said firm by her son John C. Ambler under a general authority she had given him to make any such business arrangement in her name or for her benefit as he should deem expedient

She admits that she this defendant and King Wadsworth as such partners were possessed of divers sums of money in gold and silver Coin Bank Bills and Treasury Notes also of desks counters tables and other articles of furniture suitable for office use all which were at the place of business of said firm No 34 Clark Street Chicago and that said firm property and effects were of great value of the value of Eight thousand Dollars

This defendant further answering admits that all the property and effects & named in said Bill of Complaint were the property of the said firm of S. Wadsworth

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& Co. though she claims and insists that in a fair accounting and settlement of the affairs of said firm, all its assets after paying its debts, belonged to her, the said Strong Wadsworth, having drawn from said firm enough to fully absorb all his interest in its profits, and moneys, and that he never did contribute any capital thereto

She admits that the firm of S. Wadsworth & Co have no means of paying their indebtedness except out of the proceeds of the above named partnership property but she claims that if justice is done her the indebtedness of said firm can be fully paid out of its assets.

She admits that as she is informed and believes one Eli B Williams who is or pretends to be a seperate Creditor of Strong Wadsworth and as she is advised a brother of his by the name of James Wadsworth obtained a judgment against them some years since and on it sued out an execution at or near the date of the levy hereinafter mentioned, which said execution was placed in the hands of John A Nelson a Deputy Sheriff of Cook County to be executed upon the goods and other property of said Strong Wadsworth

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and James Wadsworth and that when he the said Shing Wadsworth was absent from the place of business and office of said firm of S Wadsworth & Co - and on or about the 1st day of April A.D. 1863 the said Nelson entered the said office of S. Wadsworth & Co and seized and removed all the property and goods of the said firm there in the possession of the Clerk or Teller of said firm upon said execution of Eli B Williams herein before mentioned and for the separate debts of him said Shing Wadsworth and not for the debts of S Wadsworth & Co

She admits that she this defendant and Shing Wadsworth as such partners and in the course of their partnership business became largely indebted to the firm of Ruller Endicott & Whitehouse who on the 3d day of April 1863 sued out of this Honorable Court their writ of attachment against this defendant and their Writ of summons against said S Wadsworth for the recovery of the amount due them from said firm of S Wadsworth & Co which Writ of attachment was placed in the hands of said John A Nelson on the 3d day of April and said Nelson was especially directed to levy the same upon the money and other property described in said Bill of J Wadsworth & Co which he had taken upon the execution of said Williams aforesaid

All of which said property this defendant believes was in the custody of said Deputy Sheriff at the time said writs were placed in his hands

She admits that on the sixth day of April 1863. Judgment was rendered at the April Term of this Honorable Court in favor of Rutter, Endicott and Whitehouse against said J Wadsworth and this defendant for the sum of Three Thousand and Three 55/100 dollars debt or damages besides costs and an execution being sued out was + placed in the hands of said Nelson and he directed to apply the property and effects seized by him on the execution of said Williams aforesaid upon the execution in favor of Rutter Endicott and Whitehouse against the firm of J. Wadsworth & Co.

She admits that it was the duty of said Nelson to apply the property and effects seized upon the execution of Eli B Williams aforesaid upon the execution in favor of Rutter Endicott, and Whitehouse who should be first paid their partnership debts out of the assets and

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property of the firm of J Wadsworth & Co before the private creditors of either J Wadsworth or of this defendant should be paid, out of their partnership property.

She admits that she this defendant and Strong Wadsworth became indebted as partners to the firm of Tyler Belden & Co in a large sum of money, And admits the suit judgment & execution commenced and obtained by said Tyler Belden & Co against this defendant and Strong Wadsworth at the time and in manner as stated in said Bill that said judgment was rendered on the sixth day of April for the sum of Eighteen Hundred and Sixty six 90/100 Dollars besides costs and admits that said Sheriff or deputy Sheriff should have levied upon the goods and property of J Wadsworth & Co then in his hands as stated in said Bill.

She admits that said firm of J Wadsworth & Co became and was indebted to said Samuel Marshall and Charles T Ilsley as alleged in said Bill also that judgment was rendered, and execution issued at the April Term 1863 of this Honorable Court in favor of said Marshall & Ilsley against said Wadsworth and this Defendant on account of and for said indebtedness for the

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Sum of Sixteen Hundred Dollars and costs as is alleged in said Bill also that said execution was placed in said Nelsons hands for levy upon the effects of S Wadsworth & Co seized by him upon said Williams said execution, and that he should have applied the said effects upon the execution of said Marshall & Ilsley

She admits that as she is advised and believes said Sheriff D. S. Hammond and said Deputy Sheriff John A Nelson refused to apply the effects of said Strong Wadsworth & Co. then in their possession upon the said Writs of said Rutter Endicott and Whitehouse and of said Tyler Belden & Co and of said Marshall & Ilsley but on the contrary applied the same upon the execution of said Williams aforesaid.

This Defendant further answering admits on information and belief that the said property and effects of this defendant and Strong Wadsworth were in the hands of said Hammond & Nelson at the time the said Writs above referred to were placed in their hands and though directed to apply the said property and effects upon the said Writs against the said firm of S Wadsworth & Co. refused so to do and applied the same upon the Writ of said Williams, and that said Williams knew when he received the said effects and property that the Writs above referred to had been placed in the hands of said deputy Sheriff, and had full knowledge of the claims of the partnership Creditors of S. Wadsworth & Co

She admits that about Nineteen hundred and five 85/100 Dollars in gold coin Five hundred and ninety five 43/100 dollars in silver coin and nine hundred and ninety dollars in custom House Notes were seized by said deputy Sheriff and applied upon the execution of said Williams all of which property and effects belonged to said firm of S Wadsworth & Co and subject to the just claims and demands of their partnership Creditors.

She admits that said Moneys were worth much more than their nominal value at the time they were seized by said deputy Sheriff, said gold coin and demand Treasury Notes being at fifty seven per cent premium and said silver coin at forty eight per cent premium

She admits that said firm of S Wadsworth & Co. have no means of paying their partnership debts except out of the property and effects hereinbefore referred to.

And the defendant having fully answered all and several the al legations and statements in said Bill of Complaint contained humbly submits her rights and interests to the protection of this Honorable Court.

Scammon McCagg & Fuller   Mercy Ambler
Sols for Defts

C H Fuller of Counsel.

And afterwards towit on the day and year aforesaid, the said Defendants Samuel Marshall and Charles F Ilsley by Scammon McCagg & Fuller their solicitors filed in the office of the Clerk of said Court their certain joint and several answer which is in words and figures following towit;

Superior Court of Chicago
In Chancery

The joint and several answers of Samuel Marshall and Charles F Ilsley composing the firm of Marshall & Ilsley defendants to the Bill of Complaint of Joseph S Rutter. William F Endicott, and Edward N White house. Complainants against these defendants & others

These defendants for answer to the said Bill of Complaint say that they admit that Shong Wadsworth and Mercy Ambler named in said Bill did carry on the Exchange and brokerage business in the City of Chicago & under the firm name of S Wadsworth & Co for the two years preceding the filing of said Bill as partners, and as such partners were the owners of and had in their possession Treasury notes Bank Bills, gold & silver coin in their office No. 34 Clark Street Chicago and also divers articles of furniture and that the same are correctly set out in the schedule A, annexed to said Bill

They admit that said assets and property were owned by said firm and that so far as they know neither of said partners had any property not invested in said firm

They admit that said S Wadsworth is largely indebted on his private account and is insolvent

They admit that said S Wadsworth & Co were largely indebted to different persons as a firm and have no means of paying the partnership debts of said firm except out of said partnership property and effects.

They admit that Eli B. Williams

claiming as they believe as alleged in said Bill sued out an Execution placed the same in the hands of the Sheriff and caused the same to be levied as stated in said Bill and that said Sheriff caused the said assets and property levied on to be removed from said office 34 Clark Street and secreted. and withheld from ~~the~~ said complainants, and also from the creditors of said firm of S Wadsworth & Co who were entitled as they believe to the same for the purpose of having their debts first paid out of it.

They admit that said Eli B Williams was not a creditor of said firm of S. Wadsworth & Co.

They admit that said firm of S. Wadsworth & Co in the course of its partnership membership became indebted as partners to said complainants and that said complainants sued out their Writ of attachment and other process and had the proceedings thereon and for the reason and with the intent stated in said Bill, that such attachment was on the second day of April past in the hands of John A Nelson Deputy Sheriff as alleged in said Bill and he specially directed to levy said Writ upon the money property and effects of said firm of J Wadsworth & Co which he had seized upon the execution in favor of said Eli B. Williams

They admit; that as they are advised and believe said Nelson had in his possession at the time said Writs of attachment was put in his hands all the said money property and effects which he had seized on said execution in favor of said Eli B. Williams and against said J Wadsworth

They admit that a judgment was obtained in said attachment suit by said Complainants, and execution issued thereon and placed in the hands of the Sheriff as stated in said Bill and at the time therein stated

They admit the several allegations in said Bill contained in reference to the indebtedness of said firm of J Wadsworth & Co to Tyler Belden & Co and the proceedings thereon to be true making such admissions on their information and belief

They admit as is truly stated in said Bill that said firm of J Wadsworth & Co in the course of its said partnership business became indebted to these defendants in a large sum of money and that at the April Term A.D. 1863, of this Court

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a Judgment for Sixteen Hundred Dollars and Costs was recovered against said firm for said indebtedness in favor of these defendants and that on the sixth day of June A.D. 1863 an execution was issued on said judgment and placed in the hands of said Jo A Nelson deputy Sheriff as aforesaid for levy and service upon effects and property of the said firm of S Wadsworth & Co. and that by virtue of the said proceedings that these defendants are entitled to share pro-rata with said Complainants and said Tyler Beeman & Co the proceeds of said assets property and effects levied on by said Sheriff on the execution in favor of said Williams and against said Wadsworth

They admit that it was the duty of said Sheriff and his said deputy to have levied the said Writs of attachment in said Bill referred to upon the property and effects of the said S Wadsworth & Co which he had taken upon said Writ of Execution in favor of said Williams, and against said S Wadsworth, and that the said property and effects were in his possession and control at the time said Writs of attachment were delivered to him and that it was their duty to have levied the several executions in said Bill referred to upon said property and effects, and they admit upon information and belief that said Hammond and said Nelson refused to so levy said Writs of attachments and refused to so levy said Writs of Execution or either of them.

They admit upon information and belief that said Hammond and said Nelson pretend as is in said Bill charged but they say it is a fact as stated in said Bill that said property money and effects were in the hands of said Hammond and Nelson at the time the said Writs of attachments were so placed in the said Sheriffs hands for levy and service, and that said Nelson the deputy who had said Writ was directed to levy the same, on said money property and effects and that if said Hammond or said Nelson have paid over said money to said Williams they so paid it over with full knowledge of all the rights and equities of said Complainants and these defendants and after said Writs were in their hands and with a full knowledge on the part of said Williams when he received the same that it was the partnership property of S. Wadsworth & Co and that said Writs of attachments were in the Sheriffs hands and that said Complainants and these defendants and said Tyler Belden & Co each of claimed to be creditors and were creditors of said firm of S Wadsworth & Co and entitled to be paid out of said fund or assets before him said Williams and upon information and belief they admit that said Williams before receiving said money and assets gave to said Sheriff a bond of indemnity against any liability which said Sheriff might be under to said complainants or any of said defendants by reason of his acts in the premises

They admit on information and belief that said Bill of Complaint truly sets out and states the kinds and several amounts of money or representatives of money levied on by said Sheriff under said Execution in favor of said Williams

They say that they are advised and believe that they are entitled to have the same money and property levied on by said Sheriff put into the possession and hands of a receiver or paid into Court to be applied pro rata on their said judgments and the said judgments in favor of said Complainants and said Tyler Belden & Co and that there are no other partnership assets of said firm of S Wadsworth

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& Co. other than those so levied on out of which said judgments can be paid the same. Comprising all the assets and property of said firm,

And these defendants claim their pro rata or proportionate share of said money, property and assets in the same manner and to the same extent as though they were co complainants in said Bill or had filed their cross Bill in said cause and they hereby offer to make and do make themselves co complainants to said original Bill and pray as therein is prayed,

Scammon McCagg & Fuller
Sols for Defts
Marshall & Ilsley

Samuel Marshall
by his atty C. F. Ilsley
Charles F. Ilsley

E. B. McCagg
of Counsel.

And afterwards to wit: on the day and year aforesaid, the said Mercy Ambler by Scammon McCagg & Fuller her solicitors filed in the said Clerks office of said Court: her certain cross Bill of Complaint in said cause which is in the words and figures following to wit:

Superior Court of Chicago
In Chancery

To the Judges of the Superior Court of Chicago in Chancery Sitting ×

Humbly complaining shows unto your Honors your oratrix Mercy Ambler of Boston in the State of Massachusetts that on or about the ninth day of February in the year of our Lord one thousand eight hundred and sixty one, Sing Wadsworth of the City of Chicago and your oratrix formed a copartnership under the firm name of S. Wadsworth & Co for the purpose of carrying on the Exchange and Brokerage business in said City of Chicago

That the money of your oratrix was paid in to said firm by her son John C. Ambler under a general authority given him by your oratrix to invest said money for her and make such business arrangements for her or in her name as he said John C. Ambler should deem to be desirable

That in the course of said partnership business said S. Wadsworth and your oratrix as such copartners became and were possessed of divers sums of money in Gold and Silver Coin Bank Bills and Treasury Notes also of office furniture viz Chairs Tables Desks Stools Counters &c &c all of which were at the place of business of said firm No 34 Clark Street Chicago and were of great value, of the value of Eight Thousand Dollars.

That all of said property, above referred to, was the property of said firm of S. Wadsworth & Co. though your oratrix claims and insists that so much of said property and effects as there remain after the payment of the just claims of partnership Creditors of right belongs to your oratrix, said S Wadsworth never having contributed to the Capital Stock of said firm, and having withdrawn enough to entirely absorb all his interests in its business and assets.

That said property and assets above referred to are the only means said firm of S Wadsworth & Co have of paying their partnership Creditors tho your oratrix claims that if Justice is done her the indebtedness of said firm can be paid out of its assets.

That one Eli B Williams who is or claims to be a seperate Creditor of

61 ching Wadsworth and his Brother James Wadsworth, obtained some years since a Judgment against them and on or about the first day of April A.D. 1863. sued out of this Honorable Court an execution which said execution was placed in the hands of John A Nelson a deputy Sheriff of Cook County and on or about the first day of April A.D. 1863. and while the said J Wadsworth was absent from the office and place of business of said firm of J Wadsworth & Co said Nelson entered said office and levied upon the firm goods and property above referred to, which were then in the possession of a Clerk or Seller of said firm upon said execution of said Eli B Williams and for the separate debt of him said Ching Wadsworth if for a debt, not the debt of Ching Wadsworth and your orator

That in the course of their partnership business said firm of J Wadsworth & Co. became largely indebted to Joseph O. Rutter William F Endicott and Edward W. Whitehouse three of the defendants herein named. And on the seventh day of April A.D. 1863. said Rutter Endicott & Whitehouse exhibited their orquial Bill of Complaint in this Honorable Court on the Chancery side thereof against your Oratrix, and Eli B Williams David A Hammond, John A Nelson Sherry Wadsworth, Samuel Marshall and Charles H Mosley James E Tyler & Charles A Belden and John A Thiem alleging that said Sherry Wadsworth and your oratrix Mercy Ambler while doing business as copartners in the City of Chicago became as such copartners indebted to said Complainants in the sum of $3003.75, That while said indebtedness remained unpaid, said Complainants fearing that the seizure of said firm property hereinbefore mentioned by said Sheriff David A Hammond by his said deputy John A Nelson upon the said Execution, in favor of Eli B Williams against Sherry Wadsworth individually or for an indebtedness not the indebtedness of said firm of S Wadsworth & Co. would deprive said firm of the means of paying their said indebtedness to said Complainants; And while said money property and effects were in the hands of said Sheriff commenced a suit in this Honorable Court against Sherry Wadsworth & your oratrix to recover the mo debtedness due them from said firm of S. Wadsworth & Co.

That on the 3d day of April A D 1863 an attachment was issued in said suit and placed in said Sheriff's hands and he directed to levy the same upon the firm property and assets of S. Wadsworth & Co. taken by him on the execution in favor of Eli B. Williams hereinbefore mentioned, and which were then in his ~~hands~~ said Hammond's possession.

That judgment was rendered in their said suit April the sixth A.D. 1863, against said Shering Wadsworth and your oratrix Mercy Ambler for $803 75/100 debt or damages besides costs and an execution issued thereon and placed in the hands of said Nelson, and he directed to apply the firm property and assets of S Wadsworth & Co. seized by him upon the execution in favor of Eli B Williams aforesaid upon the execution in favor of said complainants

That it was the duty of said sheriff to apply the same upon said execution but said Sheriff and deputy Sheriff refused so to do

That in the course of their said partnership business the said firm of S Wadsworth & Co

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became and were indebted as such partners to Tyler Belden & Co defendants herein named in a large sum of money and that said Tyler Belden & Co commenced suit on such indebtedness at the time in the same Court and in the same manner as did said Complainants in said original Bill by attachment against the said Henry Wadsworth, and your Oratrix and placed said Writ of attachment in the hands of said Nelson and gave him the same directions about levying it as did said Complainants. and that said Nelson was under the same duty, and obligation in regard to said Writ of Tyler Belden & Co as he was in regard to the said Writ, of said Complainants and that such proceedings were had in said suit of Tyler Belden & Co. that on the sixth day of April At the April Term of the Superior Court of Chicago judgment was rendered in favor of Tyler Belden & Co against said Henry Wadsworth & Co and was placed in the hands of said Nelson for levy and service at the same time that said Writs of said Complainants was placed in his hands and said Nelson was under the same obligation, to levy said execution upon the property and assets of said Wadsworth & Co. then in his possession aforesaid. that he was with regard to said Writ of said Complainants.

That in the course of their partnership business said J. Wadsworth and your Oratrix, also became indebted as copartners to Samuel Marshall and Charles H. Illsley defendants herein named, in a large sum of money and that at the April Term A.D. 1863. of this Court, a Judgment was recovered upon said partnership indebtedness by said Marshall and Illsley for the sum of Sixteen Hundred Dollars and Costs, against said J. Wadsworth & Co and thereupon an execution was issued at the time and in the manner as stated in said Original Bill of Complaint and placed in the hands of said Nelson, and he directed to levy the same upon the money property and effects of said J. Wadsworth and your Oratrix therein his possession as aforesaid

That it was the duty of said Sheriff to have levied said Writs herein before mentioned and said executions in favor of Rutter Endicott and Whitehouse Complainants in said Original Bill and of Tyler Bullen & Co and of Marshall & Illsley upon the money. property, and effects of

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said Henry Wadsworth and your oratrix then in his hands, and taken by him said Sheriff upon the execution of Eli B. Williams against said Henry Wadsworth as aforesaid

But said Hammond and Nelson refused to levy said Writs upon the said property of H Wadsworth & Co or to apply said money, property and effects of said Henry Wadsworth and your oratrix then in his possession as aforesaid, upon the said executions in favor of Rutter Endicott & Whitehouse of Tyler Belden & Co and of Marshall & Ilsley, but insisted upon applying the same upon the execution of said Williams to the manifest injury and prejudice of said creditors of said H Wadsworth & Co and of your oratrix,

That the said property and effects of your oratrix and said Henry Wadsworth were in the hands of said Sheriff at the time said Writs and executions were placed in his hands and he directed by said Complainants attorney to levy the same upon the said property and effects. That said Sheriff and deputy Sheriff refused so to do and applied the same on the Writ of said Williams

That said payment to said Williams (if any was made) by said Hammond. and Nelson was made after said Writs, above referred to had been placed in their hands and that said Williams knew when he received the same that the Writs above referred to had been placed in said Sheriffs hands and with a full knowledge of the just claims and demands of the said partnership creditors of said J Wadsworth and your oratrix as charged in said Bill

That of the money seized by the said deputy Sheriff on the said execution of the said Williams there was about nineteen hundred and five 85/100 Dollars in gold Coin Five hundred and Ninety ~~Five~~ ($595) 43/100 Dollars in silver Coin. and Nine hundred and ninety Dollars in Custom house Notes (so called) all of which said property and effects belonged to said Thing Wadsworth and your oratrix, subject to the just and lawful claims of their said partnership Creditors and was wrongfully applied upon the execution of said Williams aforesaid.

That said moneys at the time they were seized were worth much more than their nominal value, said gold Coin and demand Treasury notes being at fifty seven per Cent premium and said silver Coin at forty eight per cent premium

That said Williams and said Sheriff claim the right to return instead of the same identical gold and silver Coin, Treasury notes or Bank Bills to the same nominal amount, to the manifest injury of your Oratrix, and of the said Creditors of S Wadsworth & Co.

And your Oratrix claims that she has the equitable right of having the identical gold and silver Coin and Treasury notes. or an amount equal to their nominal value together with their premium at the time they were seized as aforesaid. paid into this Honorable Court

That said firm of S Wadsworth, and your Oratrix, have no means of paying the just partnership claims of said Complainants and of the other creditors of S Wadsworth & Co. except out of the property, and effects, in said Bill mentioned

And praying that some fit person be appointed Receiver by the Honorable Court. of the money property and effects of said S Wadsworth, and your Oratrix as levied on by said Sheriff, and that said Williams, Hammond, and Nelson, defendants herein named deliver the said money property and effects, to such Receiver to be brought into Court, to abide the order of said Court. And if said money property and effects or any of it had been disposed of by said parties so that they cannot produce it then the value of same at the time it was seized be applied in payment of said firm creditors and the balance delivered to your oratrix to whom of right it belongs.

That there is more than enough of said property of S Wadsworth & Co so levied on as aforesaid to pay the debts due from said firm to said Complainants in said original Bill to said Tyler Belden & Co and to said Marshall & Ilsley

And your oratrix further show unto your Honor that all the allegations in said Bill contained are true. That said Sheriff did seize the firm property and effects of said S Wadsworth and your oratrix upon the execution of said Eli B Williams against said S Wadsworth and refused to apply the same upon the executions of said firm creditors of S Wadsworth, and your oratrix.

And your oratrix further show unto your Honor that with a full knowledge on the part of said Sheriff and his said

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deputy, and of said Eli B. Williams that said money property and effects were claimed by the partnership creditors of said S. Wadsworth and your oratrix and after the issue of said attachments of said complainants in said original Bill of said Tyler Belden & Co. of said Marshall and Ilsley as she is informed and believes said Sheriff paid over to said Eli B. Williams the said money and representation of money so levied on as aforesaid. and said Williams received and took the same and from thence forward either retained or used the same for his own private purposes and refuses to pay any share or part of the same to the partnership creditors of S. Wadsworth & Co. or to bring the same into Court. claiming and pretending that he has a right to retain the same.

And your oratrix further shows unto your Honor that said firm of S. Wadsworth & Co. did become indebted as Copartners to said Rutter Endicott and Whitehouse in the sum of $3003.75. and that a Writ of attachment issued out of this Honorable Court, and that a judgment was obtained by said Rutter Endicott and Whitehouse against said Strong Wadsworth and your oratrix, for the sum aforesaid besides costs and on said indebtedness and that an Execution was issued and delivered to said Sheriff or deputy Sheriff as is alleged in said Bill, and that said Sheriff refused to apply the goods and effects of said S Wadsworth & Co then in his possession, and taken by him upon the execution of Eli B. Williams aforesaid upon said execution.

And your oratrix further shows unto your Honor, that all the allegations in said Bill charged, are true with respect to the debt, writ of attachment and judgment and Execution of Tyler Bulen & Co against said S Wadsworth & Co and that said Sheriff refused to levy said writ of attachment and execution as he should have done.

And your oratrix further show unto your Honor, that said S Wadsworth and your oratrix, viz as copartners in said business of S Wadsworth & Co became largely indebted to said Marshall & Ilsley, and that said Marshall and Ilsley obtained a judgment and an execution against said firm of S Wadsworth & Co on account of and for said indebtedness and that said

Sheriff wrongfully refused to levy said execution as directed by said Marshall & Ilsley, or to apply said property and effects of S. Wadsworth then in his possession, upon said execution in favor of said Marshall & Ilsley.

Your oratrix therefore files this her Cross Bill in said Original Suit and asks the aid of this Honorable Court in the premises and for substantive and affirmative relief, and that said Hammond or Williams one or both of them may be decreed to pay into this Honorable Court said property and effects hereinbefore mentioned or their value for the benefit of your oratrix, and of said Complainants in said Original Bill of Complaint and of the said Tyler Belden & Co. and of the said Marshall & Ilsley, or for such further or other or different relief as this Honorable Court may upon full knowledge of the case grant as equitable and just between all the parties hereto.

May it please your Honor, to grant unto your oratrix that the Peoples Writ of Summons may issue out of and under the Seal of this Honorable Court, to be directed to the said Joseph O. Rutter. William C. Endicott Edward

N White house. Eli B Williams David S. Hammond, John A Wilson, Henry Wadsworth & James E Tyler. Charles W Belden, John H Wrenn, Samuel Marshall, and Charles G Ilsley. Commanding them, by a certain day, and at a certain place therein, to be inserted to be and appear before Your Honorable Court. and then and there to answer the premises And further to stand to and abide, such order and decree therein as shall be agreeable to equity, and good conscience

And your orator shall ever pray &c.

Scammon McCagg & Fuller. Mercy Ambler
for Compt.
S. W. Fuller of Counsel.

And afterwards towit: on the day and year aforesaid, the said Defendants Samuel Marshall, and Charles G Ilsley, by Scammon McCagg & Fuller their solicitors, filed in the Clerks office of said Court their certain Cross Bill in said Cause which is in words and figures following towit.

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Superior Court of Chicago
In Chancery

To the Judges of the Superior Court of Chicago in Chancery sitting

Humbly complaining shew unto your Honors, your Orators Samuel Marshall and Charles F Ilsley, composing the firm of Marshall & Ilsley of Milwaukee in the State of Wisconsin that on the seventh day of April in the year of our Lord one Thousand Eight Hundred and Sixty three Joseph S Rutter William F Endicott, and Edward J Whitehouse three of the defendants herein named, exhibited their amd Bill of Complaint in this Honorable Court, on the Chancery side thereof against your orators and Eli B Williams David P. Hammond. John A Nelson. Elisha Wadsworth. Mercy Ambler. James E Tyler Charles W Belden, and John H Wrenn alleging that said Elisha Wadsworth and Mercy Ambler while doing business as Copartners in the City of Chicago became as such copartners indebted to said Complainants in the sum of $3003.75 That while said indebtedness was unpaid ~~that~~ all the money property and assets of said firm of E. Wadsworth & Co. were

75 levied on removed and taken by the then Sheriff of Cook County said Defendant David A Hammond, acting by his deputy the defendant John A Nelson on an execution issued out of this Court on a Judgment in favor of Eli B. Williams another defendant herein named and against said Irving Wadsworth individually or for an indebtedness not the indebtedness of said firm

That said Complainants fearing that said seizure of said money property and effects of said firm by said Sheriff for the separate debt of said Wadsworth would deprive said firm of the means of paying their debt to said Complainants while said money, property and assetts were in the hands of said Sheriff commenced a suit in this Court against said Irving Wadsworth, and Henry Ambler to recover their said indebtedness against them and that an attachment was issued in said suit and placed in said Sheriffs hands with directions to levy same on said money assetts and property on the second day of April A.D. 1863. and + while the same still remained in the hands of said Sheriff

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That Judgment was rendered in their said Suit April the Sixth A.D. 1863, against Strong Wadsworth and Mercy Ambler for $3003.75, damages besides Costs and an execution issued thereon and placed in the hands of said Nelson the said deputy of said Sheriff and he directed to apply the money property and effects seized by him on said execution in favor of said Williams upon the said Execution in favor of said Complainants.

That it was the duty of said Sheriff to apply the same upon said execution,

That in the Course of their said partnership business the said firm of S Wadsworth & Co became and were indebted as such partners to Tyler Belden & Co (defendants herein named) in a large sum of money and that said Tyler Belden & Co Commenced suit on such indebtedness at the same time and in the same Court, and in the same manner as the said Complainants in said original Bill by attachment against said Strong Wadsworth and Mercy Ambler and placed said Writ of attachment in the hands of the said Nelson at the same time, and gave him the same directions about levying the same as did said Complainants in said original

Bill and that the said Nelson was under the same duty and obligation, in respect of said writ in favor of Tyler Belden & Co. as he was in regard to said writ of attachment of said Complainants and that such proceedings were had in the suit of Tyler Belden & Co against the said J. Wadsworth & Co. that on the sixth day of April at the April Term 1863 of the Superior Court of Chicago Judgment was rendered in favor of said Tyler Belden & Co. against said J. Wadsworth & Co. for the sum of $1866.90 debt or damages besides Costs and on same day said Tyler Belden & Co. sued out a writ of execution upon their judgment and placed it in the hands of said Nelson for levy and service at the same time that said writs of said Complainants was so placed in his hands and so said Nelson was under the same duty as he was in respect of said writs of said Complainants

That in the course of their partnership business the said firm of J. Wadsworth & Co. also became and were indebted as partners to your orator Samuel Marshall and Charles H. Isley in a large sum of money and that at the April Term

1863. a Judgment was recovered upon said partnership Indebtedness by your orator for the sum of Sixteen Hundred dollars and costs against said firm of S. Wadsworth & Co., and thereupon an execution was issued out of this Court and placed in the hands of said Nelson on the sixth day of April 1863. for levy and sale, since upon the effects and property of said firm of S. Wadsworth & Co, seized by him on the said execution of Williams vs Wadsworth. your said orator Marshall and Ilsley being entitled to a share pro rata with the said Joseph S. Ruttes, William W. Endicott and Edward N. Whitehouse and the said Tayler Belden & Co of the proceeds of said property and effects as by the record of the proceedings in the several suits herein before referred to now remaining in this Honorable Court will more fully appear and to which for greater certainty your orator craves leave to refer.

That it was the duty of said Sheriff and of said Nelson to have levied the writ of attachment hereinbefore referred to upon the property and effects of the said S. Wadsworth & Co which he had taken upon the writ in favor of Williams and which were in his possession at the time said writs were delivered to him the said Nelson and it was further his duty to have levied the several executions in favor of your orators, of Tyler Belden & Co. and of Rutter Endicott & Whitehouse upon the said effects and × property, of said J Wadsworth & Co.

But said Hammond & Nelson refused to levy said writs of attachment, upon said property, and effects of J Wadsworth & Co in their possession as aforesaid, or to levy and apply the same upon the several executions of your orators of Rutter Endicott & Whitehouse and of Tyler Belden & Co. but insisted on applying the same, upon the execution of said Williams to the manifest prejudice and injury of your orators, and the said creditors of J Wadsworth & Co

That at the times the said Hammond and Nelson pretended they paid over to ~~the~~ said Williams the money property and effects levied upon and seized by them on the execution in favor of said Williams against said Wadsworth before the several executions above referred to came into their hands but the fact is that said property money and effects were in the hands of said Hammond and Nelson at the time the said several Writs of attachment above referred to were placed in said Sheriffs hands for levy and service and the said Nelson was directed by the said Complainants attorney to levy said Writs upon said money property and effects, and if the said Nelson or the said Hammond have paid over the said money effects and property to said Williams that such payment was made after they received said Writs of attachment, and that the said Williams as said Complainants are informed and believe knew when he received said money property and effects that it was the partnership property of the firm of J. Wadsworth & Co, and he also knew at the time he received it from said Sheriff that the several Writs above described were in said Sheriffs hands for levy and service and that the said Williams gave said Sheriff a bond of indemnity for any liability which the said Sheriff might be under to said Complainants and the other creditors of the firm of J. Wadsworth & Co and so said Complainants say that if said money effects and property have been delivered and paid to said Williams that he received the same with full knowledge of the premises and of said Complainants claims thereon as Creditors of said firm, and that he holds the same as trustee for said Complainants and the other Creditors of S Wadsworth & Co

That of the money seized on the Execution in favor of said Williams vs S. Wadsworth there was about nineteen-hundred and five 85/100 dollars in gold Coin, Five hundred and twenty six 43/100 dollars in silver Coin and nine hundred and ninety Dollars in Custom House notes (so called) which at the time it was taken by said Sheriff and received by said x Williams (if it has been paid to him) was worth greatly more than its nominal value, the said gold Coin and demand notes being in legal tender treasury notes about fifty seven per cent premium and the silver Coin about forty eight per Cent premium, and that the said x Williams and the said Sheriff pretend they have the right to return instead of the said gold and silver Coin treasury notes or Bank Bills of the same nominal amount to the manifest injury of your orators, and the Creditors of said S Wadsworth & Co. and so your orators say they are in Equity entitled to have the same identical gold and silver coin paid into this Honorable Court, to be applied in payment of the debts of said firm of J. Wadsworth, & Co. as this Court may direct

That said firm of J. Wadsworth & Co has no means of paying said Complainants and the other Creditors in said Bill named except out of said Money, property and effects.

And praying that all said parties made defendants to said Bill and that some fit person be appointed receiver of said money property and effects so levied on by said Sheriff and that said Williams, Hammond and Nelson deliver the said money property and effects to such receiver to be brought into Court, to abide the order of said Court, and that if the said money property and effects, or in case any of it had been disposed of by said parties so that it could not be produced in Court then the value of same be applied pro rata upon the debts of said Complainants and the said Tyler Belden & Co and your orators

And your orators further say that as they are advised and believe each and any of the allegations in the above and foregoing behalf in said Bill of Complaint contained are true and they allege that said firm of J Wadsworth & Co was indebted to your orators at the time of said levy in the sum of Sixteen hundred Dollars upon which indebtedness a Judgment was rendered, on the law side of this Court on the sixth day of April A D 1863 and Execution duly placed in the hands of said Sheriff. and that under said Judgment your orators were and are entitled to share in the proceeds of the said money property and effects, so levied on by said Sheriff, and that said Judgment yet remains unsatisfied and unpaid.

And your orators further show unto your Honor, that there was enough, as they are advised and believe of said money property and effects, so levied on and removed by said Sheriff to pay the debts due from said firm to said Complainants in said original Bill to said Tyler Bidwell & Co and to your orators.

And your orators further show unto your Honor, that with a full knowledge on the part of said Sheriff, and his said deputy, and of said Eli B. Williams that said money property and effects, was & claimed by the partnership Creditors Creditors of said S Waddell and Co. both by said Complainants in said original Bill & by said Tyler Bullock & Co. your orators, and after the levy of said attachments as they are advised and believe said Sheriff paid over to said Eli B Williams said money, and the representation of money so levied on, and said Williams received and took the same and from thence forward, either retained the same, or used the same for his own private purposes and refuses to pay to your orators, any share or part of the same, on their said indebtedness or to bring the same into Court, claiming and pretending that he has a right so to retain the same.

Your orators therefore file this their Cross Bill in said original suit and ask the aid of this Court in the premises and for substantive and affirmative relief, and that the said Hammond, or the said Eli B Williams one or both of them, may be decreed to pay to your orators out of the money or property so received and held by him or if he has disposed of the same out of his own proper money and estate the amount of your orator said judgment, and costs, or such pro rata proportion of the same, as upon hearing and decision of the whole case shall seem and be equitable and just between all the parties or for such other and further or different relief as this Court may grant:

May it please your Honor to grant unto your orator, that the Peoples Writ of Summons may issue out of and under the Seal of this Honorable Court, to be directed to the said Joseph O. Rutter, William H. Endicott, Edward W. Whitehouse, Eli B. Williams, Samuel J. Hammond, John A. Nelson, Philip Wadsworth, Mercy Ambler, James O. Coyler, Charles W. Belden and John H. Ahern. Commanding them and each of them, by a certain day and at a certain place therein to be inserted to be and appear before this Honorable Court, and then and there, to answer the premises and further to stand to and abide such order and decree therein as shall be agreeable to equity, and good conscience,

And your orator shall ever pray &c

Scammon McCagg & Fuller
Sols for M. & I.
S. H. Fuller of counsel,

Samuel Marshall
By his atty C. H. Ellsley
Charles G. Ellsley

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And afterwards Court on the Eighth day of April in the year aforesaid, said day being one of the days of the April Term of said Court, the following proceedings were had in said Cause and amongst others entered of record in said Court to wit.

Joseph O Rutter, William H Endicott, and Edward W Whitehouse,
vs
Eli B Williams, David S Hammond, John A Nelson, Philip Wadsworth, Mercy Ambler, James E Tyler, Charles W Belden, John H Whent, Samuel Marshall, and Charles H Allsley

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And now come said Complainants by Blodgett & Winston their Solicitors and the said Philip Wadsworth, one of the Defendants above named, having been duly personally served with process of Summons issued in said Cause and more than ten days before the present term of this Court, and he being now called to plead, answer or demur instanter to the Bill of Complaint on file in said Cause, comes not nor does any person for him but herein he makes default, and interposes no plea, answer, demurrer or other defense thereto, and it is ordered that his default be taken and entered herein of record, and that the said Bill Complainant ~~xxxx~~ in said Cause, be taken as Confessed by and against the said defendant Strong & Wadsworth, impleaded with the other defendants in said Cause, want of his answer thereto;

And afterwards to wit: on the Nineteenth day of the Month and year aforesaid, the said Defendants, James E. Tyler, Charles H. Belden, and John A. Threm, by Blodgett & Winston their Solicitors, filed in said Clerk's office of the said Superior Court, their certain answer to the Bill of Complaint of Joseph O. Rutter, William H. Endicott, and Edward W. Whitehouse, which is in the words and figures following to wit;

Joseph O Rutter et al
vs
Eli B Williams et al

Superior Court of Chicago
In Chancery
June Term A.D. 1864.

The answer of James E Tyler, Charles H Belden and John A. Threm, who compose the firm of Tyler Belden & Co Defendants in the above entitled Cause to the Bill of Complaint of Joseph O Rutter and others Complainants, 8.8

These defendants waiving all defects in the foregoing Bill if any there be. admit and acknowledge, each and all of the allegations therein contained to be true. and more especially all of the allegations with reference to the claim and judgment of these defendants against the firm of J Wadsworth & Co composed of the defendants Jhong Wadsworth, and Mercy Ambler. which said claim and judgment arose and was recovered. as stated in said Bill of Complaint and is still in full force and effect., and these defendants are partnership creditors of the firm of J Wadsworth & Co. and claim the same benefit as such creditors in the distribution of the partnership assets of said firm mentioned in said Bill as if these defendants had joined as Complainants in the original Bill, or had themselves filed in their own behalf, a cross Bill in said cause, hereby offering to pay their proportion of the costs of said suit

James E Tyler.
Charles W Belden.
John H Mann.
Defts

Blodgett & Winslow
Defts Sols.
H W Blodgett
Of Counsel

And afterwards, within the day, and year last aforesaid, the said Complainants, by Blodgett & Winston their attorneys filed in the Clerks office of said Court, certain depositions, which are in words and figures following to wit;

State of Illinois } Superior Court of Chicago
County of Cook } ss. In Chancery,

Joseph O Rutter William G. Endicott and Edward H. Whitehouse
vs
Eli B Williams et al

The Depositions of Witnesses produced sworn and examined on the part of the Complainants, in the above cause, and taken before me, Ira Scott, a Master in Chancery of the Superior Court of Chicago pursuant to an order of reference, entered in said Cause to take proofs therein by the Counsel of the respective parties. The said & parties the Complainants by Mr McCagg & Mr Winston
And the Defendant Eli B Williams by Mr Farwell & Mr Bass appearing at the office of said Master May 26th 1863. at

which time, and place the following proceedings are had.

John C. Ambler, a Witness produced Sworn, and examined on the part of the Complainants, deposes and says.

1st. Int. State your name, age, residence, and occupation

Ansr. John C Ambler, age thirty four residence Milwaukee, occupation Broker,

(Adjourned by Consent to May 27 1863. at 10, A M.

(1863. May 27. Parties appeared pursuant to adjournment.)

Int 2d. Do you know the parties to this suit, Complainants and defendants, and if so how long have you known them or such of them as you do you?

Ansr. I know all of them excepting Whitehouse Hammond, and Ream. I have known them for a long time

2d. Have you at any time resided in Chicago if so when

Ansr. I have from 1856. to 1862

3d What time did you leave Chicago in 1862. and where have you since resided,

Ans. In July 1862, and I have since resided in Milwaukee

4. Were you engaged in business during the time you was in Chicago if so what was it

Ansr I was engaged in the Banking & Exchange business

91 5. Was Mercy Ambler any relation to you and if so what?

Ans. She is my mother.

6. Where does she reside and how long has she resided at her present place of residence

Ans. She resides in Massachusetts, and has resided there seventeen or eighteen years.

7. At what time in 1862 did you cease doing business in Chicago and with whom was you so engaged in business?

Ans. In July 1862 as I mentioned before, I was engaged with E S Pinkham

8. Had you been so engaged with E S Pinkham during all the time you have stated you resided in Chicago?

Ans. With the exception of five months.

9. What were you doing during those five months.

Ans. I was in business on my own account previous to going in with Mr Pinkham. That was when I first came to Chicago.

10. During the time you were engaged in business with Mr Pinkham or since × have you been doing business for yourself, with any other party or firm in Chicago I mean business in which you were interested for yourself in the profit and loss?

Ans. There have been casual transactions but no regular business

92 11. Have you during that time been the member of any firm in Chicago except the firm of E. S. Pinkham & Co.

Ans No I have not,

12, Who composed the firm of E S Pinkham & Co

Ans. Edward S Pinkham and myself,

13, Had Mercy Ambler to your knowledge at any time while you were doing business in Chicago any property or effects in Chicago?

Ans. She had,

14, What was it. money or property of any other description state what it was.?

Ans It was money

15, Had she any agent in Chicago during the time & if so who was such agent?

Ans I was her agent.

16, Did she at that time have, or has she since had, any other agent than yourself. and if so whom.?

Ans None,

17. Who has continued to act as her agent since the time you left Chicago?

Ans. I have with the assistance of Saml. C Smith,

18. Do you mean that Samuel C Smith. was assisting you under your direction so far as this agency was concerned or that he was directly an agent authorized by her?

Ans Entirely under my direction,

93 19. State if you please what you had done with the money of Mercy Ambler by which question I mean how and where you left the money of Mercy Ambler when you left Chicago in 1862 if you left such money in Chicago

Ans. I left it in the business established for her benefit at thirty four Clark street.

20. When was that business established, by whom, & what was the nature of it?

Ansr. On or about the sixth of February 1861, by me for her account. Exchange business.

21 Under what name was said business known, and designated and with whom was it established or Commenced?

Ansr. It was designated S Wadsworth & Co & Commenced with Strong Wadsworth

22. Who if any body was interested in the business of S Wadsworth & Co except Mercy Ambler, & Strong Wadsworth?

Ansr No one,

23. Who Contributed to the capital Stock, of said Company, at the time said business was established

Ansr Mercy Ambler Exclusively.

24, Was there any other firm or person to your knowledge engaged in business at thirty four Clark street except S Wadsworth & Co. during the time those premises were occupied by that firm, ?

24/11

94 Ans. There were sub tenants that had their own business in the office in the same room

25, Had said sub tenants or any of them any interest in the business of S Wadsworth & Co;

Ans None whatever;

26. For how long a time did a business arrangement continue between Mercy Ambler & Stacy Wadsworth

Ans. From February 1861. till April 1863,

27. Up to what time in April 1863.

Ans. Until the property of the concern was taken by the Sheriff or Sheriffs officer

28. Do you know and if so state who was plaintiff in the proceeding under which said property was taken by the Sheriffs officer.

Ans. I was been informed it was two Mr Williams E B. Williams

29. After the commencement of this business arrangement which you have mentioned and during the time it continued by whom was it managed & controlled on the behalf of Mercy Ambler?

Ans. By myself. while I was here, and when I was absent. Mr Stacy Wadsworth had the management., but I still controlled it.

30 Will you state if you please. whether your father is now living and if not whether Mercy Ambler. is a Widow or is again married?

Ans. My father is not living & my mother is not married

31. You have stated that at the commencement of this business the Capital stock was contributed exclusively by Mercy Ambler, state what contribution if any was afterwards made, at any time, during the continuance of this business to such capital stock by Strong Wadsworth?

Ans. None

32. State if you please what interest Strong Wadsworth was allowed during the continuance of this business arrangement in the business or proceeds of said firm?

Ans. He was allowed half the profits.

33. State what interest if any Strong Wadsworth had in the capital stock of said firm at the time the property of the firm was taken possession of by Sheriffs officer as you have heretofore stated?

Ans. None.

34. What had become of the interest of Strong Wadsworth in the property of said firm if any had been made that had accrued during the time this business & arrangement continued?

Ans. He had drawn the amount out.

35. How much money was originally contributed by Mercy Ambler to the business of said firm?

9a Ansr. Fifteen Hundred and Eighty Dollars

36, How much had her interest in said Capital Stock of said firm been increased if any afterwards and while said business arrangement continued, and how was it so increased?

Ansr. It was increased during the whole course of the business by about Two Thousand Dollars after deducting all sums drawn out on her account. It was increased by the profits of the business.

37, How much had you drawn on her account during the time this business arrangement continued?

Ans. About Sixteen Hundred Dollars as near as I can recollect.

38, In what condition or how invested was the Capital Stock of the firm at the time its money and effects were seized by the Sheriffs officer?

Ans Principally in Corn as I am informed

39, Do you know and if so please state what were the liabilities of this firm at the time its money and effects were seized by the Sheriffs officer?

Ans I have been informed it was about Seven Thousand Dollars. I dont know except from information.

(Cross Examination)

X.

1 Cross Int. Has the arrangement or arrangements under which the firm of C. Wadsworth & Co was established or was to do business ever been reduced to writing?

Ans. The arrangement as made was not reduced to writing. It was not.

2. Where was that arrangement first made,

Ans. It was made in Chicago

3 At what place in Chicago?

Ans. My impression is it was made in E. L. Tinkham & Co's office I can't state positively the very room

4, Who was present if any one?

Ans. No one.

5 When was this?

Ans. This was early in February in 1861.

6 When was the capital stock you speak of, placed in the business?

Ans On or about the 6th of February 1861.

7. What kind of money or funds did it consist of?

Ans The greater portion of it was represented by a certificate of the Marine Bank. The balance I think by a check on J. M. Adsit.

8 To whose order was such certificate payable?

Ans I do not recollect.

9 By whom was it procured?

25/11

98 Ans. I dont recollect. by whom it was procured

10 Where did you get it?

Ans. I got the certificate from the Maine Bank, I sent up and deposited the money, but in whose name I took the certificate I dont recollect

11. What was the amount of that certificate?

Ans In one or more certificates There may have been more than one. There was about Eleven Hundred and Eighty Dollars in one or more certificates

12. Did you deposit all of the money on which such certificates of deposit were obtained?

Ans. I did by sending it to the bank. I did not go in person.

13. How long had it been deposited there?

Ans. For about sixty days as nearly as I can recollect

14 Did you keep a bank account there?

Ans I did not in my individual capacity.

15. Did you in any capacity?

Ans. The firm of E S Burkham & Co kept a bank a/c there

16 By whom was the check drawn or draft that you speak of?

Ans. By A W Sandom. If my recollection serves me.

17 Where did you procure that?

Ans. In payment or part payment of a note I had of his

18 Did the firm of E S Burkham & Co fail in business?

Ans They did.

19 When?

Ans. On the third day of June 1861.

20 Were they and the members of such firm then

and have they since continued to be, and are they now insolvent & unable to pay their debts?

(Objected to by Compts Counsel as irrelevant)

Ans. Yes.

21 For what amount did they fail, what were the liabilities of such firm at the time of such failure, and also its assets at the time of such failure?

(Objected to by Compts Sols. as irrelevant)

Ans I cannot specifically state as many of the assets have not yet been realized

22. Was it for a large amount?

Ans. It was for a very considerable amount.

23. How long had that firm been in business?

Ans. Mr Tinkham & myself had been in business since April 1857

24. What was the immediate cause of your failure.

Ans The immediate cause was the derangement in the currency of the country

25, When did you first discover or have reason to fear that you might fail.?

Ans. I cannot tell I dont know when as to date,

26, Did you at any time while in business consider your firm unquestionably solvent?

Ans Yes

27 Up to what time?

Ans. I cant state as to date. the outbreak of the rebellion was about the time things went bad I cant state as to date.

100 28. How did you consider yourself on the 1st of January 1861?

Ans. Well. I considered that if our assets could be realized and with a fair business, we might pay our debts out of our property

29 Where did you procure the money which you deposited in the Marine Bank, and on which you obtained the certificates referred to.?

Ans. The money had been under my management and control for some years previous to that time.

30 How many years?

Ans. Part of it since 1857 & part since 1859

31 What part since 1857

Ans. Five Hundred Dollars and the accumulation of profits on that sum

32. How much profits?

Ans. I cant state specifically, the profits and capital became merged together and other funds of my mother.

33. From whom did you receive the five hundred Dollars in 1857

Ans The Five Hundred Dollars were the profitable results of a transaction made by me in Chicago in Galena & Chicago Rail Road Company's stock in June 1857

34 Do you mean that it is the profits made by yourself on your own account in a speculation at that time

Ans Yes

35 When did you obtain any other portion or part of the moneys so deposited by you

Ansr. In August or September 1859

36, How much did you then obtain?

Ansr. A little over four hundred Dollars.

37. Where from?

Ansr I received it from Canada. from relatives of my mother in Canada

38 Under what circumstances or for what purpose did you receive it.

Ansr. My mother wished to transfer it for the sake of making more profit under my management

39, From what relative did you receive it?

Ansr. It was sent to me by a cousin his name is Jabez. C. Garneal.

40 Where did he then reside and where does he now reside:

Ansr. I cant state where he did reside or where he now resides he is on the Rail Road business, and I suppose. resides all over on the Grand Trunk Road

41 How did he happen to send you the money at whose instance?

Ansr. At my mothers

42 Was he owing your mother?

Ansr He received this from parties that were owing her. as the proceeds of a legacy he collected it from the executors of a will there

43 Under what will was this legacy obtained?

Ansr. A Will made by her father

44 What was his name. and where were letters issued and to whom?

102 Ans. His name was Samuel O Clapham. I dont know when letters issued. He died at Belleville in Canada, one of the parties the executrix was
45 Ann C. Furnival the mother of the party who remitted

46, Have you ever received any other money from the Cousin who sent you that or from the said estate?

Ans. No.

47 Have you since you have been in Chicago received any money from your mother?

Ansr Not that I recollect. I have received various funds on her account but not directly from her.

48. What funds besides the four hundred Dollars that you have first spoken of?

Ans. I received annually remittances from England for her account.

49 What sums have you annually received from England

Ans They varied from fifty to seventy five dollars per annum

50. When did you first receive such remittance?

Ansr. About fifteen years ago.

51 How long have you resided in Chicago?

Ans Six years.

52. Did any of these annual remittances which you received from England go into the capital stock of J Wadsworth & Co.?

Ans I cant state particularly, At least not at all events I cant recollect.

53. While you resided in Chicago where did your mother reside?

Ans Massachusetts.

54. What is her age?

Ans Sixty Nine

55 When did your father die?

Ans In 1848.

56. During this time how many children had she living since you have resided in Chicago

Ans Five,

57 Did any of them reside with her?

Ans One,

58. What property had she besides that which you say was invested in the firm of S Wadsworth &Co.

Ans She had the proceeds of this money in England and a life interest in some real property in Mass.

59 Do you not mean by the proceeds of the money in England the fifty or Seventy five Dollars annually received as above mentioned?

Ans Yes.

60. What real estate is this in which she has a life interest the extent of it?

Ans It is her house and the land adjoining in Massachusetts which was left to my father and she has a life interest in it.

61. Do you mean by a life interest a downright

Ans. No she has the rents,

62 What is the net income from that property, annually

Ans. I do not know

63 Where is it situated?

Ans. It is in Linn Essex County Massachusetts,

64, Did she occupy any of the houses or any portion of it.

Ans. No.

65, Do you know about how much is the annual income from that property?

Ans. I dont know. I can guess at it pretty near.

66 State according to the best of your knowledge & recollection

Ans. About two hundred Dollars per annum.

67. While you resided in Chicago did you ever send any money to your mother?

Ans. Yes.

68. How much?

Ans. I cant state the aggregate amount.

69. What's the largest sum you ever sent at one time?

Ans. Two Hundred Dollars I think

70 When did you send that

Ans. That was early in 1857

71 For what purpose or on what account?

Ans. I sent it to her because she told me she wanted it

72. What is the largest other sum that you sent her

Ans. I cant state, what is the largest. I sent a great many times.

73. Did you keep an account of these moneys which you sent your mother?

105

Ansr. No. no particular account. I knew how much I was sending but had no account on the books

74. Can you tell from your books how much money you have sent your mother since you first came, to Chicago

Ans I cannot.

75. Who is the other lady living with your mother

Ansr My Sister

76. What is her age?

Ansr About thirty two. or three

77 Has your mother ever been to Chicago

Ans No.

78. Has she ever been engaged in the banking business before

Ans No.

79 Had you as agent of your mother any authority in writing from her?

Ansr. I had, but I mislaid the writing I have had many letters from her relative to her money matters. but have never made a practice of keeping them or any other private letters I generally destroy my letters

80. Do you keep copies of the letters which you send?

Ansr. I do not.

81 How much money did you at any one time have of your own or your mother's in the business of E S Pinkham & Co.

Ans. I never had any money of my mother in that business I had as Capital with E J Gottham & Co about Twelve Thousand Dollars.

82 When was that Capital put in?

Ans. In April 1857

83. Did you subsequently take out any of it.

Ans. No it was left in the business

84. Did you have any money or funds of your own during that time except what was invested in that business or derived therefrom

Ans. I had some property some personal property besides that.

85 What was it?

Ans. I had amongst other things a thousand Dollars of the Chicago and Milwaukee Rail Road Stock. I had various items of personal effects that amounted perhaps to a thousand Dollars more, personal effects which almost every person has.

86 After you received the Seven hundred dollars from Canada what did you do with it.

Ans. I invested it from time to time with the other money to which I have referred as Mrs Mercy Amblers money in business paper & loans to parties that desired it where I could make a satisfactory arrangement with them

87 Do you mean by the other Monies the five hundred dollars which you had made by

speculating in Rail Road Stocks. ?

Ans. Yes that is the accumulated profits on it.

88. Did you ever loan these moneys in her name

Ans No. I generally bought made paper. paper that had already been made. business notes.

89. Why did you call that four hundred Dollars her money ?

Ans. Because I set it aside for her use and benefit in case of any contingency of my death or inability aid her.

90 Did you ever deliver that money to her?

Ans No.

91 What is your opinion is the amount of moneys sent by you to Mercy Ambler altogether after you came to Chicago?

Ans. I suppose it would amount I think it x would amount to about four hundred Dollars a year in the aggregate taking one year with another

92. Did not she and your sister to whom you have referred rely upon you to a great extent for their support

Ans. Yes.

93. How recently before February 6th 1861 had you seen your mother. ?

Ans. I saw her in July 1859

94. When did you first see her after Feby 6th 1861.

Ans. I have not seen her since

95 Had you any special directions at any time

from your mother how to use or invest any money in your hands except as to the money which she desired you to send her?

Ansr. No.

96. Did you make it a point to inform her from time to time how you were using or investing any such money?

Ans No.

97. Is she acquainted so far as you know with Strong Wadsworth?

Ansr Not personally.

98. Do you know that she has ever been informed of a partnership between Strong Wadsworth and herself of which you have spoken?

Ansr. I don't know that she has.

99 At the time that you made the arrangement with Wadsworth that you have spoken of February 6th 1861 what business was Wadsworth engaged in or what had he recently been engaged in

Ansr. He was engaged in law business a lawyer that was the only business that I knew of his being engaged in at the time this took place or a year or two previous

100. How long had you been acquainted with him

Ansr. About six or seven years.

101. Did you know him as a member of the firm of Wadsworth & Co?

Ans Yes

102. Did that firm fail in business as Bankers ?

Ansr Yes

103 What year ?

Ansr In 1857

104. Have they ever resumed payment to your knowledge

Ansr. They have not.

105. Was the business of S. Wadsworth Co done all the time from February 6th 1861 until April 1863 as above referred to in Number 34 Clark street

Ansr It was

106 You say that Wadsworth had drawn out all of his share of the profits, how do you know that

Ansr. By the statements that he had made to me in writing and verbally

107. Did the firm keep books of account in their business ?

Ansr They did

108 Who kept them ?

Ansr. Mr Wadsworth kept them part of the time I kept them for about six months and Mr Smith Mr Samuel C Smith has kept them since I left Chicago

109 During what part of this time between what dates did you keep the books ?

Ansr. From January to July 1862.

110. In your direct examination you made certain statements as to the condition of the

110. firm, amount of profits, amount of indebtedness &c. did you make these statements upon information derived from Wadsworth?

Ans. Not altogether

111. Upon what else was it based?

Ans. An abstract of the books and accounts made by Samuel C Smith the bookkeeper.

112 Have you ever tested the correctness of that abstract by examination of the books or by a comparison of the abstract with the books

Ans I have not.

113. Do you claim to be a partner in the firm of J. Wadsworth & Co

Ans I do not.

114 As far as you recollect have you ever claimed to be such a partner?

Ans No.

115 When you made this arrangement with Wadsworth was there not some memorandum made of some kind between Wadsworth & yourself with reference to this matter?

Ans. There was no memorandum made. There never was any memorandum made that I know of.

116. Wasn't there some writing made and signed by Wadsworth & yourself or by one of you, having some bearing or relating in some way to this arrangement or to the business which was done or was about to be done under the name of J Wadsworth & Co.

Ansr. There was a writing made I dont know whether to call it a memorandum or not. It was never acted under It did not express the agreement that we made

117 When was that writing made?

Ansr On the fourteenth of February 1861. If I recollect right

118. By whom was it signed?

Ansr. It was signed by J Wadsworth and my self acting for my mother.

119 Where is that writing?

Ansr. I havnt got it in my possession at the present time I dont know where it is I havnt got it

120. When did you last see that writing?

Ansr. Yesterday.

121. Where?

Ansr. The last place I saw it was in Mr Austins hands or Mr McCaggs I think.

122. Do you refer to the Counsel for the Complainants in this suit.

Ansr I do.

123. How did it come into their possession

Ansr I gave it to them

124. When?

Ansr Yesterday.

125. Was there more than one of those writings made at the time?

Ans. There were two.

126 Who took them?

Ans. I took one and Ching Wadsworth took the other.

127. What were the contents of that writing?

Ans. It has been hand to me and I now produce it. Marked Exhibit 1.

"Mrs Mary Ambler has employed Ching Wadsworth at a Salary of ten dollars per week to conduct the exchange business for her at No. 34 Clark st Chicago under the name of C Wadsworth & Co to take the whole charge and management of the same, subject to her control however at all times by her agent J. C Ambler. She pays all the expenses and taking all the profits said Wadsworth having no interest whatever in the business beyond the said Wages

Dated Chicago February 14th 1861.

This arrangement terminable at any time by either party giving ten days notice.

C Wadsworth
John C Ambler.

Exhibit 1
Sworn to on cross
Examination of
John C Ambler
Ira Scott
Master &c

128. Since the failure of the firm of E I Tinkham & Co in what business have you been engaged?

Ans. For a year I was engaged in settling the affairs as far as I could of E I Tinkham & Co and since then as money broker here and at Milwaukee.

129. Under what name did you do business here as a money broker?

Ansr My own

130. Under what name did you do business in Milwaukee

Ansr My own name.

131 Have you during this time done any business in any other name than your own name?

Ansr. Yes I have done business for various parties as a broker using their name as the principal and my own only as their agent or broker

132. You are acquainted with the Defendants in this suit Marshall & Ilsley, where is their place of business?

Ansr At Milwaukee.

133 What business are they engaged in?

Ansr They are Bankers.

134. Have you any knowledge of their claim & upon which their judgment was entered mentioned in this suit?

Ans. I have

135 What do you know about it

Ansr. The suit arose from a draft that I made of sixteen hundred Dollars for money received from them the draft was against a shipment of thirteen hundred dollars in

114 Com., Suit to S Wadsworth & Co on the thirty first of March

136, Where is the place of business in Milwaukee of Marshall & Ilsley ?

Ansr. It is on the corner of East Water & Huron Sts.

137 Where was your place of business at this time ?

Ansr. At the corner of East Water & Michigan

138. Does your mother know of any of these Judgments, mentioned in the Bill of Complaint having been rendered against her. ?

Ansr I think not.

139 By whose direction or consent were these Judgments confessed ?

Ansr. By mine I entered an appearance on her behalf.

140. Does she know of any such suits having been brought as far as you know.

Ansr I think not.

141 Did she ever give you or any other person to your knowledge, authority to enter her appearance or confess Judgment. ?

Ansr Not specifically in these cases.

142 Has she generally as far as you recollect

Ansr. No unless her general authority, to me. repeatedly expressed be considered such the authority was for the general transaction of all her business

143. When was such authority given ?

Ansr First in 1848. and repeatedly since

144. In what was it contained ?

Ansr. In variety of letters and verbal directions to
me, and other persons commencing as far
as I now recollect, by an order for a
person in England to remit the money to
me, the money that I have heretofore
referred to, as amounting to fifty or seventy
five dollars a year and again with
regard to the four hundred Dollar legacy
in Canada where she stated to my Cousin
in my presence, that she wished him to
Collect the money and send it to me and
by her general authority, at all times both
written and expressed orally, to attend to
all her business at all times.

145, Were there ever any other Suits or Judgments
to which your Mother was either plaintiff or
Defendant: Except those above referred to as far
as you know ?

Ansr, Not that I know of.

146. Did you professing to act as the agent
of your Mother ever instruct or authorize
any attorney to confess any of such Judgments.

Ans: I did

147 Whom ?

Ansr E. G. Asay.

148 Were such instructions or authority so
given by you in writing or were they verbal

Ans. They were in writing I signed the proper paper. as I supposed it to be.

149. When did you sign it.?

Ansr. It was on the sixth of April I think it was on Monday following the first day of April

150 What was done with that writing ?

Ansr. It was left with Mr Asay.

151 Did you ever while in Chicago use the name of your mother, in any business transaction here until you ascertained or had reason to fear that the firm of E I Tinkham &Co was embarassed. and that there was danger that you in consequence of your relations to that firm, was or would probably become insolvent

Ansr. I used this money that I have often referred to entirely irrespective of any contingency of that kind I never looked to that contingency in using the money to alter the disposition of the money at all. The money would have been invested in the same way. aside from any fear of their failure It was my design and I carried it out to keep these funds. seperate. from any other business.

152 Did however her name appear in any of these transactions until the time referred to in the last question ?

Ansr. It did not to my recollection there was no necessity for it.

153. Did you give your mother any note.

obligation or security of any kind for that four hundred Dollars received from Canada?

Answ. No.

154. When was that received?

Answ. In August or September 1859.

155 Did you keep any account of the money transactions between your mother and yourself?

Answ. I kept no formal account, my way of doing business was to buy a piece of business paper as nearly as possible similar to the amount that I collected from time to time

156. What did you do with the sixteen hundred Dollars which you say you drew out of the business of O Wadsworth Co?

Answ. I remitted a portion of it to my mother I think about four hundred Dollars or a little more, and the balance I used myself. I took it as compensation for my services in managing the business which I think I did to a pretty good advantage. I never drew any thing from the firm until I undertook the active management, to the extent that I did manage

157 Do you wish to be understood as saying on your direct examination that she invested fifteen hundred and Eighty Dollars in the business, that she had drawn out about

30/11

118 sixteen hundred, and that she still had an interest in the business worth about two Thousand Dollars at the time the Sheriff made his levy over and above liabilities and indebtedness of the concern.?

Ansr. I mean that she had about two thousand Dollars in addition to her capital after all the sums which I have stated had been drawn out. making it about thirty five hundred Dollars. I speak from recollection entirely. not having the books before me

158. Under what arrangement was Smith employed in this banking ~~business~~ House during this time?

Ansr. The business needed a clerk and I put Smith in there

159. What compensation was he to receive?

Ans Two Dollars a day.

160 Who paid that?

Ansr It was paid out of the general funds of the concern

161. Did he receive any other compensation besides that?

Ansr None from S Wadsworth & Co. he had the liberty of attending to his Notarial business which was a source of some income to him.

162. Did he receive any compensation from you or from Mercy Ambler.

Ansr. No Except on one occasion I compensated for some writing he done for E S Fairbanks & Co.

163. Previous to the levy by the Sheriff was Smith informed as far as you know. that the firm

of J Wadsworth & Co was comprised of Ching Wadsworth and Mercy Amber.?

Ansr. I think he was.

164. Do you know that he was?

Ansr. I do not know that he was my impression is that from remarks that I have heard him make that he did know of it. I never either acknowledged or denied it to my knowledge in his presence.

165. Do you know that it was known previous to that levy to any person besides Ching Wadsworth and yourself that Mercy Ambler was a member of the firm of J Wadsworth & Co?

Ansr. I have mentioned the circumstance to one or two of my own particular friends it wasnt generally known even by my friends

166. Was it known to any of the parties to this suit as far as you know?

Ansr. Not that I am aware of.

(Direct Examination Resumed)

40. Have your mother and sister since the death of your father been dependent upon you and your exertions for their support beyond the small income which you have stated your mother possessed and the Canada legacy?

Ansr. They have.

41 In making remittances to your mother

prior to the failure of E. I. Tinkham & Co. Did you send funds belonging to her, or were the moneys remitted by you in shape of donations to assist in your Mothers and Sisters support.
(Objected to as leading)

Ansr Entirely donations

42, What was your pecuniary condition at the time you set apart for your mother the proceeds of the speculation in the stock of the Galena and Chicago Rail Road Company in July 1857

Ansr. I was entirely solvent

43 Did you at any time after that embark or use that money in any of your own ventures or business matters or in the ventures or business matters of any firm in which you were connected:?

Ansr. No

44, After the receipt of the money from Canada did you mingle the funds or did you keep them seperate;

Ansr. They became mingled after a while for a time they were kept seperate because I had to invest the four hundred dollars and there was no funds of the other fund on hand at the time But afterwards they got mingled

45 What was the reason why you did not keep an account of the money you sent to your Mother?

Ansr. Simpley because it was troublesome to do so. and I didn't see any necessity for it.

46, Did you intend to charge her with that money. and if not in what light did you consider it?

Ansr I did not intend to charge her. I never thought of it. after I sent it I just gave it to her. I considered it in the light of a donation,

47. You said in answer to the 89 cross interrogatory. that you set aside the money intended for your mother for her use and benefit in case of any contingency. do you mean to be understood that it was to be hers in case of contingency. or that it was then hers. so that she might have funds in case of contingency?

(objected to as leading)

Ans My intention was to give my mother absolutely at the time

48. Had Elisha Wadsworth prior to February 6th 1861 been engaged in Chicago in the business of banking & Exchange?

Ans Yes Sir

49 Was that the business in which you state he failed together with his partner in 1837

Ans Yes.

50 Did you or did you not during all the time occupied under the business arrange-

ment made by you as agent of Mercy Miller with Chong Wadsworth, keep a general oversight and knowledge of the affairs and condition of that firm.

Ans. I did.

57. Do you not know from such general oversight and knowledge, and from your personal acquaintance with the affairs of that firm that Chong Wadsworth had drawn out all of his share of the profits. (Objected to as leading)

Ans. Yes.

58. You state in answer to the 116. Cross interrogatory, that there was a writing made which was never acted under. In what respect if any was a change made or a different contract or rule adopted different from that mentioned in that memorandum. and why was that writing made.

Ans. It was in respect to Chong's share of the profits. on the first examination we made of the business after its commencement we perceived that the profits were greater than we supposed they would be so that I gave him half of the profits up to that time and there after. That writing was made to show that he had no share or interest in the capital he wanted to give me a writing to show that my mother put in all the capital and he + drew it up in that shape

53. From that time forth, during all the time covered by this business arrangement between your mother and Henry Wadsworth what did he have from ~~the~~ firm as the + result of his interest therein ?

Ansr. Half the profits.

54. Was he at any time during the continuance of that business arrangement, compensated in the manner provided in that memorandum

Ansr No

55 What became of ?

X (Cross Examination Resumed).

167, Cross Int Was there ever any paper made or signed relating to the business of O. Wadsworth, & Co excepting this produced on this Examination and marked Exhibit 1.

Ansr. No There was none, that's the only paper there ever was.

168 When was the first settlement made with Henry Wadsworth, in which you conclude to allow him one half of the profits instead of the ten dollars per week, mentioned in this paper ?

Ans About the first of May and monthly + thereafter up to November 1861 after that time about six months elapsed before we had any settlement, I was away

169. After your return how often were the settlements made.?

Ans. We made no settlement between May 1862 and after the first of February 1863.

170 Did you make any settlement after the first of February 1863?

Ans. Yes there was a settlement of accounts made about the middle of March of this year. and we were about making a new statement at the time the business was closed by the action of the Sheriff

171 What rate of compensation different from one half of the profits was at any time allowed Wadsworth?

Ans. There was no other.

172. At the settlement in February 1863. how much was there found due to Wadsworth allowing him half of the profits.

Ans His share of the profits at that time was twelve hundred and fifty Dollars he had anticipated the payment of it by drawing on account from time to time since the last settlement an amount greater than twelve hundred & fifty Dollars.

173 Was he during this time doing any business as banker or broker outside of the business of J Wadsworth & Co?

Ansr. 174, Q.
Do you know any thing of the origin of the claims upon which Judgments were obtained and mentioned in the Bill of Complaint, besides that of Marshall and Ilsley?

Ans. I do not.

Subscribed & sworn to John C. Ambler
this 27 day of May
A.D. 1863 before me.
Ira Scott.
Master in Chancery of the Superior Court of Chicago,

1863 Nov. 23,

Philip Wadsworth, a witness produced, sworn and examined on the part of the complainants deposes and says.

(Defendants Counsel objects to the Examination of this Witness on the ground that he is a party to the suit and interested)

1st Int. State your name, age, residence and occupation & do you know the parties to this suit,

Ansr. Philip Wadsworth reside at Chicago am thirty years of age, occupation that of Broker. I know some of the parties

126 32/11

dont know them all.

2d. How long have you been engaged as a broker or Banker in the City of Chicago.?

Ans. Seven or Eight years

3d Under what name were you doing business in February 1861

Ans. J Wadsworth & Company.

4, Where was that business Carried on, and who Composed the firm of J Wadsworth & Company?

Ans. The business was carried on at number 34. Clark street Chicago and the firm Consisted of Mercy Ambler and myself.

5, When was that business Commenced and how long did it Continue & up to what date?

Ans. The business was Commenced in the early part of February 1861 and Continued up to the Early part of ~~Fe~~ April 1863

6, Were the partnership arrangements made & under which that business was carried on during that period in writing or by parol?

Ans. They were by parol

7 State the terms and Conditions of the arrangement as they were carried out between the persons composing that firm?

Ans. The Terms were that profits should be equally divided. The Capital was contributed as I suppose entirely by Mrs Mercy Ambler by her son and agent John C. Ambler. I put in nothing.

8, What interest if any had you in the capital stock of that firm in April 1863. When as you have stated it was levied?

Ansr. I had no interest but was indebted to the firm to the Extent of about four hundred Dollars.

9. Had the firm during the time of its existence made profits and if so what had been done with your share of them?

Ansr. The firm had made considerable profits and my share had been withdrawn from time to time in money by me.

10. Was there any surplus of profits belonging to you in the firm or in use by it at the time of the levy by the Sheriffs officer or the Sheriff upon its moneys and effects in April 1863

Ansr. So far as I remember there was not.

11 Was the firm at the time of that levy indebted to the Complainants in this suit and if so how much?

Ans. They were indebted to the Complainants in the sum of Three Thousand and Three Dollars and Seventy four Cents.

12. State how that indebted arose, what it was for

Ansr It was for the amount of a bill of Exchange drawn by the firm upon that day or the first of April on the Metropolitan Bank New York, Three Thousand dollars and one eighth of one per cent premium They paid me this sum, of Three Thousand and Three Dollars and Seventy four cents. For the 12th and the firm by reason of this levy be came unable to protect the Bill The Bill was drawn in anticipation of shipment of gold coin to New York that day

13, State if you please whether any of the money levied on by the Sheriff of Lien was the identical money that was received from the Complainants for that bill and if so how much of it?

Ansr, I believe that nearly the whole of the money received from the Complainants for that bill was levied on by the Sheriff.

(Defts Counsel objects to Witness stating his belief)

I was absent when the levy was made, had gone to dinner When I left the office about half past twelve o'clock, nearly all the money received from the Complainants was lying there in the same package in which we received it

14 Was the firm of S. Wadsworth & Company at the time of the levy indebted to the defendants Marshall & Ilsley and if so

how much, and when did that indebtedness arise?

Ansr. The firm was indebted to John C. Ambler somewhere about two thousand Dollars and Ambler made a draft or drafts upon the firm in favor of Marshall & Illsley for about that amount, we were indebted to them as holders of those drafts.

15. What was that draft given for. State if you know?

Ansr. The draft was given for the proceeds of a shipment or shipments of gold, silver, and other premium funds received by us from Ambler on that day and previously chiefly on that day.

16. Of whom was that gold and silver purchased, and to whom was it sent if you know

Ans I dont know from whom it was purchased. it was sent to us.

17. State whether your firm had the moneys represented by that draft and if so whether for the benefit of the firm or of John C Ambler.?

Ansr. We held them subject to the payment of that draft for his account,

18. Was the firm at that date the date of the levy indebted to the defendants Tyler Reeden & Company, and if so to what amount, and what for.?

Ans We were indebted to Ogden Belden & Company in about nineteen hundred Dollars for Wisconsin currency received from them within four or five days previously, and forwarded by us to Milwaukee for return.

19, Had you at any time during the continuance of this Partnership as a firm or otherwise any admixture of its business with the business of E. S. Wickham & Company, or with that of John C. Ambler in any other way than by transacting business with or for them as you would any other customer?

Ansr No.

20. Did you at any time during the continuance of the partnership make any statements or representations to outside parties as to who comprised your firm and if so what were such statements?

Ansr. I did state to one or two and perhaps more parties in answer to questions that my partner was a person residing at the East.

21 Did you state to the Complainants and some of the Defendants in this cause or their attorneys, or Solicitors about the time this levy was made that your partner was Mercy Ambler?

Ansr I did

22. Who made the business arrangement

unto you. about which you have testified for Mercy Ambler. if it was not made by herself ?

Ansr John C Ambler her Son.

23? Was this business ever at any time during the continuance of that firm treated otherwise than as the business of Mercy Ambler. and yourself. he John C Ambler acting as her agent ?

(Objected to by Defendants Counsel as argumentative and calling for conclusions of the Witness rather than statements of fact.)

Ansr It was not. as I understood it

(Cross Examination)

X

1 Cross Int. Have you ever seen Mercy Ambler ?

Ansr. I have not.

2? Have you ever received any letters from her ?

Ansr. No.

3? What day in April last did the alleged partnership come to an end ?

Ansr. The partnership business terminated on the first day of April.

4, What day in February 1861 did the business commence ?

Ansr. I believe it was the ninth I dont remember with certainty.

5, Had you any thing whatever to do with

Mary Ambler, except what you did & with her son John C. Ambler acting as you as her agent?

Ansr. No

6, While you were carrying on this business did you do any other business on your own account as banker or broker, or dealer in Exchange?

Ansr. Not that I remember.

7, What was the name signed to the draft which you say you gave the Complainants?

Ansr. J. Wadsworth & Co.

8. Did you not, while you were carrying on this business during the time referred to sometimes draw drafts in your own name alone.

Ansr. No.

9, This draft or drafts given by Ambler to Marshall & Ilsley were they ever accepted by you.

Ansr. They were not. they were payable on demand they may have been payable at sight they did not require acceptance,

10, Were they ever presented for payment, and if so when?

Ans. Some or all of them were presented on the first or second or perhaps third of April some time along there

11 Were they presented before the business of the firm had closed?

133 Ans. I dont remember whether one of them was presented in the morning before the levy or not. but I think one of them was

12. How large was that ?

Ans. I couldnt tell have forgotten

13. Who presented it ?

Ans. John B Meyer the Teller of J A Ellis & Co

14. What was done with it ?

Ans. I dont know further than that it was not paid, If the draft was presented in the morning I requested them, to hold it for an hour or two.

15, Do you remember that you so requested him

Ans. I have an indistinct recollection of such an occurrence but it is not at all definite

16, Then you cannot swear from your recollection ~~that~~ any of these drafts were presented before the levy can you?

Ans. I couldnt swear positively as to that thing I have such an impression,

17 At the time you let the Complainants have the draft you have spoken of had you any funds at the Metropolitan Bank in New York ?

Ans. I cant tell without reference to the books I may have had ten Thousand Dollars there by their books owing to drafts being in circulation after the proper time for pre sentation. and I may have had, only a small sum. I dont remember what the balance was by my books.

18. What became of the Arkansas Currency which you received from Tyler Rider & Company and sent to Arkansas for returns;

Ans. I suppose it was received by John C Ambler who was corresponding with us there

19 At the time the Sheriff closed you up were you indebted to John C. Ambler?

Ans. I think not.

20. Had you charged to him the Arkansas Currency you have spoken of?

Ans. I think we had.

21. Do you know you had,

Ans. I do not know it, without inspection of the books

22. At the time of the levy how did your account with John C Ambler stand?

Ans. If I remember right we owed him something, but I could not say how much.

23. Can you swear positively that as the accounts then stood you owed him any thing?

Ans. No.

24 At that time had the specie, which you say he sent you from Milwaukee, been credited to him?

Ans. I think it had but could not say positively?

135

25. After the levy. did you. in the name of J. Wadsworth & Company or in your own name. or in any name. make any draft. or drafts, on the Metropolitan Bank.

Ans I do not remember, whether I made. any drafts, in the name. of J. Wadsworth & Company, on the Metropolitan Bank, I may perhaps have done so.

26, If you did make any were they paid?

Ans, If I made any. they were paid. for I do not remember. having returned protested

27 Did you have an account on the books. of the Metropolitan Bank?

Ans. We did at least, we had statements of account from them

28. In what name was that account kept, ?

Ans. J. Wadsworth & Company.

29 Had you any account with them in any other name?

Ans. No.

30. Have you at any time had any account with them in any other name?

Ans, I had formerly an account with them in the name of Wadsworth & Company I think. that was only for a short time since The firm consisting of my brother and myself. Some years since.

31 Have you since the levy in your own name or otherwise drawn upon or done any business with that Bank?

Ans, I have had some small transactions with them as the agent of Samuel C. Smith and was authorized by him to sign his name which I did in a few instances

32 Have you had since the levy, any statement of account from the Metropolitan Bank

Ans I believe we have

33, Where is that statement?

Ans. I do not know whether its in the old office or not. dont know where it is.

34 Where do you think it is?

Ans I think probably its in the old office somewhere.

35. Can you probably find it?

Ans. I cant tell perhaps I might and perhaps not, there have been several changes made in the office since

36, How did your account stand according to that statement?

Ans. I do not remember further than that it was not over drawn.

37 Up to what date was that account made out.

Ans. I could not tell I cannot tell

38. Did it show a balance in your favor?

Ans I presume it did.

39 For what amount?

Ans. I could not tell, but it must have

been small. a small balance might have remained owing to delay in presenting drafts, especially small drafts by the holders,

40 Previous to the levy, what had the business of J. Wadsworth & Company with the Metropolitan Bank consisted of ?

Ans. It consisted of remittances and drafts.

41 Did you keep an account of all your remittances and drafts, to that Bank ?

Ansr. We did. We endeavored to do so. did so as far as we could.

42. Did you before the levy, give any drafts on the Metropolitan Bank after you gave the one to the Complainants ?

Ansr. I do not remember, but think not.

43. Can you tell how according to your Books your account with the Metropolitan Bank stood at the time of the levy ?

Ansr. No,

44. What funds or evidences of debt, rights in action or property of any description had J. Wadsworth & Company either here or elsewhere at the time the levy was made, besides that so levied upon ?

Ansr. I dont remember particularly. There was the balance at the Metropolitan Bank if any. I dont know that there was any. and one or two items of ordnance accounts against sundry parties which I dont remember. I remember one of fifteen dollars against a man by the name of Hudson residing at Lafayette in Indiana and one of ten Dollars against John Brandage who resided in Jefferson in this County. There may have been one or two others but I do not remember the amounts. they were very small if any.

45. Was there any thing besides that which you have enumerated?

Ans. Nothing that I remember of any moment, or any considerable importance

46. In the Seventy first direct interrogatory the the Counsel enquired, if you did not state to the Complainants and some of the defendants, in this cause, or their attorneys or Solicitors about the time the levy was made that your partner was Mercy Ambler. to which you replied that you did. To whom did you make such statement?

Ans. To Mr Rutter, & I think to Mr Christon and Mr Tyler.

47 To whom did you first make it?

Ans. I cant tell whether it was Mr Rutter or Mr Asay it may have been either Mr Asay or Mr Rutter

48. What time in the day was it that you

first made that state ment. ?

Ans. I dont remember.

49 Was it in the forenoon or afternoon ?

Ans. I could'nt tell.

50. Was it before or after the levy ?

Ans. It was after the levy.

51. You say in answer to the Twentieth direct interrogatory that you did state to one or two or perhaps more parties in answer to questions that your partner was a person residing in the East. To what person did you make that statement Please name them ?

Ans. I dont remember distinctly who they were, as all such conversations was casual. and I supposed the parties making the inquiries were not interested. I think Mr Julius Wadsworth was one, and Mr J. C. Barber. there may have been several others. ?

52. Was this parol partnership arrangement which you have spoken of made at the time you commenced business in the fore part of February, 1861 ?

Ans. It was at or about the time

53. Please look at the Exhibit now shown you. and marked Exhibit 1. and state if that instrument was signed

by you and John C. Ambler.?

Ans. It was

54, Was it Executed in duplicate?

Ans. I really dont remember, but I think it was.

55. At what time was that agreement entered into?

Ans. At about the time of its date.

56, Were you at that time doing business?

Ans. I Commenced to do business about that time.

57 Was any arrangement different from that afterwards made.?

Ans. Yes.

58. When.?

Ans. I cant fix the precise date

59 How often after you commenced this business did you make a division of profits

Ans. At irregular times.

60. When did you first divide the profits?

Ans. I dont remember the dates, without reference to the books, I think some time in May or June next following the date of this Instrument.

61. After the levy was made did you not, at once, consult counsel preparatory to making efforts to get back the property levied on.?

Ans I did shortly after the levy I think on the same day

62. Was a replevin suit on the same day commenced in the name of Mary Ambler, for the purpose of getting possession of said property

Ans I believe there was

63 By what attorney?

Ans By Mr Asay I believe

64 By whose request did Mr Asay commence that suit?

Ans I think it was by my request

65. ~~He~~ Did you show him this Exhibit 1 or one like it?

Ans I think I did.

66 ~~Why~~ did you show it to him?

Ans. I showed it to him for his information

67 Did you then deem it a paper of any importance as regarded the rights of Mr Antler as to the property levied on?

Ans, I did.

68. Did you then suppose that under that paper she could claim to be the legal owner of the property of O Wadsworth Company?

Ans I supposed perhaps she might

69 How soon after that did you change your views on that subject?

Ans I dont remember.

(Adjourned by consent to 24th inst at 7 P.M.)

(1863

November 24, Parties appeared pursuant to adjournment.)

(Cross Examination Resumed)

X

70. Was the draft which you gave the Complainants on the Metropolitan Bank in fact delivered to the Complainants before the levy was made?

Ans. It was.

71 Was it ever sent forward to New York for payment?

Ans. I think not I think it was returned to us and a note given for the amount

72. When was that done?

Ans. That day or the next. I think the first, or second of April

73 Upon what indebtedness was the Judgment of the Complainants entered?

Ans. I suppose upon that note

74 Upon what indebtedness was the Judgment in favor of Marshall & Ilsley entered?

Ans. I dont remember whether it was upon the draft or drafts or upon a note given for them.

75 Who authorized Confession of these Judgments as against Mercy Ambler?

Ans. I dont remember whether I did or not

76. Had you any authority from her to enable you to do so?

Ans. I had no authority in writing directly from her.

77 Had you any authority from her upon the subject?

Ansr. I supposed I had implied authority
78. Upon what was that supposition based?
Ansr, On the fact of my being a partner
79 Are you admitted to practice as an attorney
and counsellor in the Courts of record in the
State of Illinois?
Ansr Yes
80 When was you so admitted?
Ansr October 18 or 1852
81 In your answer to the seventeenth direct
Interrogatory in which you are required to
state whether your firm had the moneys
represented by the draft given Marshall
& Ilsley and if so whether for the be-
nefit of the firm or of John C Ambler,
you answer that you held them sub-
ject to the payment of that draft for his
account what moneys do you there refer
to?
Ansr. Moneys received from Ambler on
that day and previously or the proceeds
and avails of such moneys afterwards
levied on by the Sheriff—
82 When were those moneys received from
Ambler?
Ansr, I think the most of them were received
in the forenoon of that day by express
a part might have been received the day before

83, Were not all of these moneys, Credited to Ambler in your general account the same as any other moneys received from him?

Ans. I believe they were. I dont understand the purport of the term general account in the question

84, Did you keep on your books a debt and Credit account with John C. Ambler?

Ans We did.

85 Did you generally give him credit for money and funds received from him and Charge him with payments made to him or to ~~xxx~~ his order?

Ans We did

86 Did the moneys which you received from him and referred to in the Eighty second interrogatory, enter into that account?

Ans They did so far as I know

87 Did these moneys stand upon any different footing from other moneys received by you from time to time from Ambler, and Credited to him?

Ans Not that I know of.

88 Have you since your examination yesterday made any examination of the books of J Wadsworth & Company?

Ans No.

89 Can you state with any greater certainty or particularity how the accoun

Of John C. Ambler. or of the Metropolitan Bank store at the time of the levy. or now stands?

Ansr No.

90. Of whom did you rent the office which you occupied for the business of J. Wadsworth & Company. Unit 34 Clark St.?

Ansr William B Ogden

91 At what rent?

Ansr Eight Hundred Dollars a year.

92. Did you rent it in your own Name or in the name of J Wadsworth & Company?

Ansr My own name,

93. When did you rent it?

Ansr I think in February 1861. the first and from that date, to the first of May following afterwards I took a lease for a year and again for another year

94. Did you take all these leases in your own name.

Ansr I did

95 Did you in the year 1862. take out a Brokers license under the Revenue laws of the United States

Ansr. I did I made the application in the name of J Wadsworth & Company; the license when it came run to J Wadsworth & Company in one part, and to Henry Wadsworth in another the clerk had not followed my directions in omitting the Company.

96 Where did you apply for that license?

Ansr. At the office of Harvey Danks on La Salle Street

97 What position had he in the office or why did you apply to him?

Ansr. I understood that he was deputy & assessor or assistant assessor.

98 What was the method of application & what did you do?

Ansr I signed something. I dont remember what.

99 Was you at the office on this business more than once?

Ansr. I dont remember.

100. Did you do the business with Danks?

Ansr. I believe I did I am not sure

101. Did Danks inquire of you who besides yourself composed the firm of J. Wadsworth & Company?

Ansr. I dont recollect.

102. Did Danks inform you that it was necessary to state the names of all the persons composing the firm?

Ansr I dont remember

103 Did you tell Danks that the firm consisted of yourself alone?

Ansr Not that I remember

104 Did you consent or direct finally that ~~the~~ License should issue to yourself alone?

Ans. I believe not.

105 Are you sure of that?

Ansr. No.

106, Did not Mr Daulls inform you that the Revenue law expressly provided that where a license was taken out by a firm the names of the persons composing the firm should be stated, and that it was necessary you should state whether you wished a license for yourself alone or for a Company composed of yourself and other persons naming them or did he not state something to that effect ?

Ansr. Not that I remember

107 Who took the license from the Collectors office;

Answ. I dont remember whether myself or Mr Smith or whether the license was brought in to us at our office

108 Where is that License now ?

Answ I dont know.

109 Where did you last see it ?

Answ. I cannot tell

110 When is ~~that~~ the last that you remember seeing it ?

Answ. I think it was some day in April last but I am not sure.

111 Was it after the levy ?

Answ I think it was

112 Where did you see it then ?

Answ. I believe at the old office No 34 Clark street

113, Who was with you if any one ?

Ans. I think Mr Smith.

114. What was done with it at that time?

Ans. It was transferred I believe to Mr Mallory

115. What Mallory is this & where is he now?

Ans. William H Mallory he is doing business at number 34 Clark Street;

(Complainants Counsel objected for want of relevancy to all of the testimony relating to the license mentioned by the witness and it is here entered in the way of a general objection with the same effect as if made after each interrogatory by consent of Counsel)

116. Please look at the license now shown you and state whether according to the best of your recollection your license was a printed blank similar to this and filled up as the case required?

Ans. I think it was.

117. Can you state where in your license the words "Strong Wadsworth" were inserted and where the words "S Wadsworth & Co" were inserted

Ans. No In my answer to Cross Interrogatory 95 where I am made to say "S Wadsworth Company in one part and to Strong Wadsworth in another". I intended to say S Wadsworth & Co or Strong Wadsworth & Co

149

or Ching Wadsworth.

118. In your License did the name Ching Wadsworth alone occur in any place?

Ans. I think it did

119 In what part of the license?

Ans. I do not remember.

120. According to your best recollection was it on one of the two blanks, which in this license has the name "J W Aasel"

Ans. I think it was

121. In which of the two, according to the best of your recollection?

Ans. I cant tell.

122. Are you sure that the "& Co" was in either of the blanks?

Ans. I am sure that it was in one.

123. Was not that part erased or scratched into a firm before the license was finally taken away.

Ans. Not that I remember.

124. You have spoken during this Examination frequently of the firm of P. Wadsworth & Company how was that name in all cases written & when so used?

Ans. I think it was always written P Wadsworth & Co

125. Is this License so taken out by you in your possession or under your control so far as you know

Ans. No.

126, Has it ever been shown to any of your attorneys or to any of the Attorneys in this Suit. ?

Ans^r I do not remember.

127 Do you know what became of it, or where it is

Ans^r I do not know where it is.

(Direct Examination Resumed)

24, Do you not know that so far as you have any knowledge on the subject, the license which you have been asked about was never shown to any of the attorneys or solicitors in this Suit ?

Ans^r I do know that it was never shown to them so far as I know.

25, Did you ever have any conversation in any way about the license or any business license taken out by you with any of the attorneys and solicitors in this Suit prior to your being examined here to day and if so with whom ?

Ans^r I never did that I remember.

26, Did you ever practice law if so when and for how long a time ?

Ans^r. I did for something less than a year about 1852 or 1853 and have occasionally in two or three instances attend to some little law business since then such as entering up Judgments on cognovit & something like that

27 Have you since that time been active =

ly engaged in other pursuits a business?

Ans. I have.

28. You stated as nearly as I recollect on your Cross Examination that a division of the profits of the firm of C. Wadsworth & Company was made at irregular times will you now state as nearly as you can how many times such a division was made between the time when you commenced business in February 1861 and the date of the levy made by the Sheriff in April 1863.?

Ans I think about a dozen times?

29 State as nearly as you can when the last accounting was had and division made prior to that time?

Ans I think in February or the Early part of March.

30. When if ever was there an actual dissolution of the firm of C. Wadsworth & Company.

Ans. There was no formal dissolution other than the closing of the business by the Sheriff -

31. At the time you gave the draft to the Complainants on the Metropolitan Bank had you to your credit in that Bank sufficient moneys to pay that draft after first charging against your account such drafts as had previously been drawn by

your firm against your account in that Bank?

Ansr. We have not according to our books

32, Had you at that time to your credit in that Bank after charging against your account there such drafts as had been previously drawn by you against that account anything more than a comparatively small balance if any balance

Ansr We had not.

33. When the drafts drawn on your firm in favor of Marshall & Ilsley about which you have testified were presented to you for payment, did you recognize your liability thereon?

Ansr. We did

34 You have stated, as nearly as I recollect on your cross Examination that you kept an account with John C Ambler and that all moneys received from him went to his credit; did you mean to be understood, that moneys paid in by him on account of his mother went to his credit in that account.

Ansr. No they did not. I did not mean to be so understood.

35, Who paid the rent to Mr Ogden on the leases about which you have testified and out of the avails of what business, was such rent paid.

Ansr. The firm paid the rent out of the avails of the general business of our firm and the rent was charged to the general Expense and Exchange account in all cases of the firm.

36, You have identified Exhibit Number 1. will you please state for how long a time if at all you did business under that arrangement ?

Ansr, That agreement was never practically regarded I never drew any salary under it.

37 To whom did the property and assets levied on by the Sheriff in April 1863 belong at the time of said levy ?

(Objected to by Defendants Counsel as calling for a conclusion of law rather than a statement of fact, the Plaintiffs having already fully examined as to all the facts bearing upon the matter)

Ansr. They belonged to the firm of O Waasmuth & Company.

38, What amount of any thing had you ever contributed to the Capital Stock of that firm ?

Ansr. Nothing Except three or four old Blank books.

(Cross Examination resumed)

128. You say that when the Marshall and Ilsley drafts were presented, to you for payment you recognized your liability on them what do you mean by that

Answ. I acknowledged to the holder my obligation to pay them.

129 Did you ever pay them ?

Answ. We never have.

130. Have you ever charged the amount of them to John C Ambler ?

Answ We never have that I remember.

Subscribed & sworn to Philip Wadsworth
this 28th day of November
A.D. 1863 before me.
Ira Scott
Master in Chancery of the Superior Court of Chicago.

1863. Dec. 5th

Samuel C. Smith a witness produced sworn and examined on the part of the Complainants deposes and says.

1st Int. State your name, age, residence and occupation ?

Answ Samuel C Smith forty years old reside in Chicago occupation clerk.

2. Do you know the parties to this suit. & if so how long?

Ansr. I know Ebeng Wadsworth Tyler Bulden Geo. Butler Endicott & Whitehouse I have known them all for nearly two years and some of them more than that

3? Were you ever in the employ. of the firm of E Wadsworth & Co No 34 Clark Street in this City if so in what Capacity.

Ansr. I was in the employ. of E Wadsworth & Co as Clerk

4, When did such employment commence and when did it terminate?

Ansr. It commenced about the first of June 1861, I was in their employ. directly up to January 1862 and after that was in that office and part of the time employed by them and partners not under any regular salary after January 1862

5. When did you cease to remain in their office?

Ansr. I was there in their office as long as they were in business

6th. When did they cease to be in business?

Ansr. They have done no business that I know of since the first of April last

7. Were you in that office at the time of the levy by the Sheriffs officer under

~~un~~der the Execution in favor of Mr Williams

Ans. I was

8 Did you have at that time a Knowledge of the Amount and Character of the money and property belonging to that firm which was levied on?

Ans. I did

9 Will you examine the paper now shown you marked Exhibit 2 and state whether it is a correct Exhibit of the money and property levied on at that time?

Ans. It is Excepting a small package of bogus and broken bank bills which is not included in them

10. Examine the license now shown you marked Exhibit A, and state whether you recognize it as being the license used by ~~the~~ firm of C Wadsworth & Co?

Ans. I do

11 When and where did you first see that License

Ans. I first saw it in the Collector's office when I went to pay the license for them I can't state exactly when it was but my impression is it was about the first of Dec. 1862

12. Was it when the License was first issued when you first saw it?

Ans. It was

13. Can you state when the words "& Co" after the words "Chauncy Wadsworth" in the

first line of the license were inserted?

Ansr. When I went to pay for this they handed me the license made out to Hong Wadsworth. I called the attention of the party who handed it to me to that and told him that the license was to be made to Hong Wadsworth & Company and he then inserted the words "& Co"

14. Were you at the time of the levy upon the property spoken of familiar with the market price of specie gold & silver coin

Ansr I was

15 Can you state the market value at that time of the gold and silver coin mentioned in Exhibit 2.?

(Objected to by Defendants Counsel as irrelevant and immaterial)

Ansr. I cant state positively now without looking up or looking back, but I think that the gold at that time was about sixty per cent premium the silver about fifty

16, Will you state if you know the market value at that time of the property marked demand notes $990—

Ansr The market value of them was very nearly the same, if not the same as gold within one or two per cent I think.

(Cross Examination)

41
4

157

1st Cross Int. In what business were you last engaged before you went into the employ of Wadsworth in June 1861?

Ansr. In the Insurance business

2d. On your own account or in the employ of some person or office here?

Ansr. I was in the Insurance business of the firm of Mason & Co up to December 1860 for a year previous to that time as one of the firm from that time up to the first of June adjusting losses for Insurance Companies and as a Notary Public

3d. How long have you been acquainted with Thos Wadsworth?

Ansr. I had but a very slight acquaintance with him before I went in there.

4 Was you acquainted with him when he and his brother James were in the banking business here

Ansr I think I had a mere speaking acquaintance with him. Can't say positively?

5 Where was that business carried on?

Ansr. On the corner of Randolph & Clark street I believe

6 Under what firm name?

Ansr Wadsworth & Co

7 Before you went into 34 Clark street how long had Thos Wadsworth been there as far as you know?

Ansr. I think about a couple of months It may be longer changed

8. Who kept the books of the concern after you went there until the business was closed;

Ansr. Who ever found it necessary to make an Entry in the books or the Journal made it The Posting up to the first of January 1863 was almost entirely done by me

9 What books were kept?

Ansr. A Journal and Ledger there was a seperate Cash book

10. While you was in the office how many persons were there who made entries in those books to your knowledge please name them

Ansr Mr Wadsworth Mr Ambler & myself

11 Where are those books now?

Ansr. I think they are now in the office there - Cant say positively whether Mr Wadsworth has taken them away or not.

12. Where is Mr Wadsworth's place of business at present

Ansr. I believe his offices at No 7 Clark Street

13. In whose Custody or under whose control are those books as far as you know?

Ansr. Ive not heard of them being left in any bodys Control

14 Do you know any thing but that they are under the Control of Mr Wadsworth

Ansr I dont.

15 Was you in the office at the time the levy

levy was made

Ans I was.

16. What time of the day was this ?

Ans. Between one and two o'clock I think.

17 Have you since that time had an account standing to your credit in the Metropolitan Bank in New York ?

Ans. I have.

18. Have you authorized Chauncy Wadsworth to draw on that account to any extent in your name or otherwise ?

Ans. I gave him power of attorney, to sign drafts and authorized him to draw any drafts for which he received pay for me-

19. Where is that power of attorney ?

Ans It was sent to the Metropolitan Bank

20 By whom ?

Ans. It was enclosed in one of my letters to the Metropolitan Bank.

21 In whose hand writing is that letter ?

Ans I can't say. It was either written by me or by Mr Wadsworth for me

22. When was that letter sent to New York ?

Ans. Probably about the third or fourth of April

23 When did you first have any account with the Metropolitan Bank in New York

Ans. about the first of April soon after the first of April

24 In what manner or by what means was your account with the Metropolitan

160 Bank first opened with them ?

Ans. The balance of the account of J Wadsworth & Co. was transferred to my credit with orders to pay all drafts drawn by them prior to that time, and charge to my account for the purpose of protecting those drafts.

25 Do you know what such balance amounted to after deducting such drafts so previously drawn ?

Ans I cannot state exactly but I think about three hundred Dollars

26. Was a telegraph despatch sent from here to New York after the levy directing such transfer to be made ?

Ans There was not of my own knowledge I was told that there was one

27 When did you first know or were you first informed that any steps had been taken to have that transfer made ?

Ans I think the second of April

28 By whom were you so informed ?

Ans By Mr Wadsworth

29 Do you know whether any despatch or communication was received from the Metropolitan Bank stating how such transferred account stood at the time of the transfer ?

Ans There was a communication received from them

41

161

30 Where is that communication

Ans. I do not know now Probably somewhere about the office?

31 Have you at any time since the levy received from the Metropolitan Bank a statement of your account with that Bank?

Ans. I have

32. Have you still an open account with that Bank?

Ans I have not.

33 Have you ever had any account with that Bank except as above stated.

Ans. After that account was opened I remitted and drew checks I guess for about fifteen days.

34 For what amount in the aggregate have you either personally or by Shing Wadsworth drawn on that Bank?

Ans. I think from twelve to fifteen thousand Dollars

35 For how much of that account did Shing Wadsworth make drafts?

Ans. I couldnt say

36 What is your best recollection on that subject?

Ans. I cant say anything about it

37 To whom did that balance which was transferred on the Books of the Metropolitan Bank from the account of Wadsworth & Co to your credit equitably belong after such transfer,

Ans. The balance after the checks which were drawn prior to that had been paid belonged to the firm of S Wadsworth & Co

38 Did you not also understand from Mr Wadsworth, or otherwise learn that the Metropolitan Bank had been instructed immediately after the levy, not to pay any further drafts that might be presented without further instructions, or something to that effect?

(Objected to by Complainants Counsel as hearsay, and also not relevant.)

Ans I have no recollection of ever hearing any × thing of the kind

39 Was any other money or balance placed to your credit pursuant to instructions of Thos Wadsworth or of J Wadsworth & Co?

Ans None only what was deposited at the Metropolitan Bank included in my former answer

40 Do you know whether at the time of the levy or recently before that time Thos Wadsworth or J Wadsworth & Co had any account with or any money or funds in any banking House or with any broker or other person in New York City except the said Metropolitan Bank?

× Ans They had gold &c at Lockwood & Co which after being sold left a balance with them which was deposited at the Metropolitan Bank to make up the balance before referred to.

41 When was it so deposited in the Metropolitan Bank?

Answ. Soon after the first of April.

42. How much was so deposited?

Ans. About a Thousand Dollars

43 How do you know?

Ans. That's the best of my recollection that's all.

44 Have you received from the Metropolitan Bank a statement of account which shows how much was so received from Lockwood & Co and when it was received?

Ans. I have.

45 Where is that statement?

Ans. I think its at my house, but after the account was closed I have taken no pains to save those papers.

46, Are you willing to search for it and if you can find it to produce it before the Master?

Ans. Yes.

47 Do you recollect whether or not any other deposit was made to your credit with the Metropolitan Bank by S. Wadsworth & Co or Strong Wadsworth?

Ans. There was not.

48. Do you know what drafts were drawn by S. Wadsworth & Co or by Strong Wadsworth upon the Metropolitan Bank on the first day of April last?

Ans. Strong Wadsworth didn't draw any drafts on the Metropolitan Bank individually and I think there was but one draft.

drawn on the first day of April, and that was one given to Ruller Endicott & White house which didn't go

49 Do you know of any drafts having been drawn on or after the first day of April by J Wadsworth & Co on the Metropolitan Bank except the one last referred to?

Ans I do not

50 Do you know of any drafts drawn by × Wadsworth or by J Wadsworth & Co in the month of April last and dated back of the day on which they were in fact drawn?

Ans I do not.

51. Do you know or have you any reason to believe that at the time the levy was made, Jhony Wadsworth or J Wadsworth & Co had any funds or balance with any other Bank or Broker or person whatever in New York or Elsewhere?

Ans. J Wadsworth & Co had a small matter with Miller & Kaust of St Louis of less than a hundred Dollars and some very small matters out at different × banks of fifteen or twenty dollars that's all that I recollect of now.

52 At the time of the levy had J Wadsworth & Co any bills receivable or credits or evidences of indebtedness of any kind or property

of any description besides that levied on in addition to the items you have above mentioned?

Ansr There may have been a hundred and fifty Dollars

53 Was that all?

Ansr I think so.

54 Was you present when the License was applied for.

Ansr I was not.

55 Do you know the name of the man who inserted the words "& Co" at your request?

Ansr I do not.

56. Do you know what was his position in the Collection office if any he had?

Ansr I do not.

57 Are you acquainted with Mr Snyder the Collector or Ward the assistant or deputy Collector?

Ansr. I am not acquainted with Mr Snyder. I know Mr Ward?

58. Was Mr Ward in the office at the time so far as you know and recollect?

Ansr I think he was

(Adjourned by consent to 7th inst at 9 a.m.

(December 7, 1863.

Parties appeared pursuant to adjournment

Cross Examination Resumed)

59 Can you this morning produce any of the papers which were called for or inquired

about, in your Cross Examination of last Saturday Evening?

Ansr. I cannot

60 Have you made any search for them since that time?

Ansr I have

61. Did you find them or any of them

Ansr. I did not. that is so far as I understand the question I didnt find any of those papers that you speak about.

62 Where did you search?

Ansr In my house where I expected to find them if at all

63 How thorough a search did you make?

Ansr. I search till I was satisfied I couldnt find them

64. When did you last see that statement of a/c

Ansr. I think some time in April or first of May. when it was first received

65 When did you last see the letter or communication from the Metropolitan Bank referred to in your Cross Examination in which it was stated that the balance had been transferred to your credit?

Ansr. I cannot say that I have seen it since that the time of its receipt

66, Do you know of any account or memorandum or statement in writing which will enable you to say either positively or according to your best information and belief what was the balance that was so transferred by the Metropolitan Bank to your credit?

Ans. I can tell what the balance was after paying all checks that had been drawn up to that time which checks had been ordered to be paid and charged to this account but not including the check to Ruller Endicott & Whitehouse

67 What enables you to state the balance you now refer to where do you get your information?

Ans. From my own memorandum of my account with the Metropolitan Bank

68. Where is that memorandum?

Ans At my house?

69. Where is contained, upon what is it kept and what is the condition of it?

Ans. My memorandum Book. I presume it is in good condition

70 Does it contain other items of your account or dealings with the Metropolitan Bank except the balance you have last referred to?

Ans It does.

71 What is the nature of the account with the Metropolitan Bank kept in that book how full or extensive is that account?

Ans. It is a memorandum of my account

with them from that time up to the closing
of it the remittances and drafts.

72 Does it commence with the opening of your
account with the bank.

Ansr. The account is kept only showing my remit-
tances on my own account and showing
the amount received from Lockwood & Co.
to the account enough to cover the balance
of checks drawn without going into items
on that balance

73 Can you now in the absence of that memo
randum state correctly the contents of it?

Ansr I think I can for I examined it yesterday

74. Are you willing to produce that memo-
randum to be used in this Examination?

Ansr. I am not. I dont think you have any
thing to do with my matters

75 When was the entry that was last made
in such memorandum so made?

Ansr. About the twelfth of May I will state
that I find the account was kept open
longer than I supposed on Saturday

76. After the levy was made and up to the
time your account with the Metropolitan
Bank was closed in what business was Strong
Wadsworth engaged?

Ansr. Up to about the twelfth of April I think
he was in no business whatever or rather

43/1

169 he was in the office there to keep firm such time he was in there with Mr Malloy as Clerk

77 What if any thing had he to do with this account or business of yours with the Metropolitan Bank?

Ansr. Nothing to do with it only so far as of the firm of J. Wadsworth & Co he had a right to whatever balance there was after paying those drafts

78. Had he any interest in that account except so far as that balance was concerned?

Ans No legal interest.

79 Had he any equitable interest?

Ansr No.

80 Had he any interest which you felt + bound in honor to recognize or protect although you might not be obliged by the rules of law or equity to recognize it?

Ansr He would have had an interest provided there had been profits enough in the business to have covered the expenses

81 Was there some arrangement or understanding between you upon that subject?

Ansr I dont think there was ever a word said about it

82 Did not the profits of your business with the Metropolitan Bank cover the expenses of that business?

Ansr. It did not

83 Who furnished the Capital of that business?

Ansr I furnished what was used there through my friends it was not my own money had not a large amount

84 What was the amount?

Ansr About Eleven Hundred Dollars

85 Did Ching Wadsworth or J Wadsworth & Co either directly or indirectly furnish any portion of that Capital?

Ansr. There was a balance of a hundred and Sixty Eight Dollars after paying all the Checks of J Wadsworth & Co which was not drawn out until the closing of the business

86. So that all that Ching Wadsworth or J Wadsworth & Co either directly or indirectly furnished?

Ansr There were two small items amounting to $124 00 and some cents that was also in there I think that Mr Wadsworth had put in one time I think two hundred Dollars which is all that was furnished by him or them directly or indirectly that I know of.

87 When was that last item furnished and for what purpose?

Ansr. I think about the end of April and because I think I was a little short that day

88 Was not that more than two hundred Dollars If so how much more?

Ansr It was not.

89 Did Strong Wadsworth after the transfer by the Metropolitan Bank to your Credit draw any drafts upon the bank in your name or by your authority Except to draw out what belonged to himself or to S. Wadsworth & Co?

Ansr. He did whenever he was paid for them

90 State some one instance so that we Can understand what you mean?

Ansr I cant mention any particular instance but if a person came in there and wanted a draft when I was not in he was authorized to draw such draft upon receiving the money for it which money went into the other moneys in the office:

91 Why did you state then in answer to the question No 77 as to whether Wadsworth had anything to do with your account or business with the Metropolitan Bank, that he had nothing to do with it only so far as of the firm of S Wadsworth & Co he had a right to whatever balance there was after paying those drafts?

(Objected to by Compts Counsel as being a Cross Examination of Defendants mony upon evidence called out by himself)

Ansr. Because it was ~~the~~ fact- he had a right to draw as a clerk and receive pay for the same and place the money amongst my money

92 Does this Memorandum which you have referred to show what drafts were drawn in your name by Thomas Wadsworth?

Ansr It does not that is it does not show whether they were drawn by him or me

93 Have those drafts been returned to you by the Metropolitan Bank?

Ansr They have not.

94. Have you seen any of those drafts since they were sent forward by the bank?

Ansr I have not.

95 Do you know of any other papers relating to your account with the bank which if produced would throw any light upon that account?

Ansr. I do not

96. Did you soon after the levy and on or about the second day of April last take any part or have anything to do with the Commencement of a replevin suit to replevy the property levied upon as the property of Mercy Ambler?

Ansr I did.

97 What did you have to do with it?

Ansr. I made an affidavit as an agent for Mrs Ambler.

98. In what Court was that suit commenced?

Ansr I could not say I think in the superior Court.

99 Who drew the affidavit?

Ansr It was drawn in the office of Edward G Asay I dont know who drew it

100. Do you still believe that the statements which you made in that affidavit are true?

Ansr I do

101 When was you appointed agent for Mercy Ambler

Ansr Some where near the first of October 1862.

102 Was such appointment in writing?

Ansr. It was not.

103. Have you ever seen Mercy Ambler?

Ansr I have not

104 Have you ever received any letter or communication of any kind from her in writing

Ansr. I have not.

105 Who requested you to act in her behalf?

Ansr John C Ambler authorized me to.

(The Complainants Counsel here claims that so far as the witness is examined in reference to any matter not called out by the direct examination the witness is the witness of the Defendant Eli B Williams)

106. Did any one request you to make this affidavit?

Ansr It was done after Consultation with Mr Wadsworth & Mr Asay:

107 Where was that consultation had?

Ansr Part of it No 34 Clark street and part in Mr Asays office

108. Who was present at that consultation at Number 34 Clark street?

Ansr Mr Asay Mr Wadsworth & myself

109 Was any one else?

Ansr I am not positive

110 What is your best recollection?

Ansr I think no one else

111 Who was present at the consultation at Mr Asays office?

Ansr. I dont think any one else was present unless it may have been his clerk.

112 Did you obtain any knowledge after the levy was made and before the affidavit was made as to Mercy Amblers ownership of the property levied upon?

Ansr No

113 Please look at the paper now shown you marked Exhibit 1. and referred to in this deposition of John C. Ambler and state if you have ever seen that paper before today?

Ansr. I have once

114, When and where for the first time?

Ans. The first day of April 1863. number 34 Clark Street

115 Before or after the levy?

Ans. After the levy

116, Who showed it to you

Ans. I saw it either in Mr Wadsworths or Mr Asays hands I cant say which.

117 Was it shown to you at the time you were consulting in reference to the replevin suit?

Ans. It was during that consultation

118. How soon after the levy did you know that the draft given Rutter Endicott & Whitehouse would not be sent forward?

Ans. Within two or three hours I think

119 From whom did you obtain that information?

Ans. Mr Wadsworth told me so.

120 Did you hear any of the Complainants saying any thing about it?

Ans. I think not at that time.

121 Did you see any of them that day?

Ans. I saw Mr Rutter I think that afternoon

122 Where?

Ans. At number 34 Clark street

123 What was his business there at that time?

Ans. He had heard of the levy and he came in to see about his draft.

124 Who else was there at that time?

Ans. I dont know that any one else was but ourselves there may have been. The

Sheriff Keeper was there,

125 Was Mr Asay there?

Ansr I think not when Mr Rutter was.

126. Did you ever see any of the Complainants at Mr Asays office?

Ansr I dont know that I ever did still I may have done so I am very sure that I have not seen them but I cant state positively that I have not.

127 Was you present or where you could see Mr Bop one of the defendants in the Replevin Suit when the papers were served on him by the Sheriff?

Ansr: I was

128 Where was you at that time?

Ansr On Clark st. opposite 39 or 41

129 Who was with you?

Ansr The Coroner.

130. How soon after that service did you see Mr Asay or Mr Olmston?

Ansr Within a very few minutes

131 Which of them?

Ansr I think both.

132 Where?

Ansr. It was when the papers had been served and before we had left the place.

133 Were any other papers then served?

Ansr. There were no other papers then served.

during that interview that I recollect of now

134 Do you know for what purpose Messrs Bray & Johnston came there?

Ansr. I can tell what I supposed they came for if you want to know

135. What?

(Compts object to witness's suppositions)

Ansr. I suppose they came to learn Mr Bass's answer to the Coroner

136 How lately before that service had you seen Mr Johnston?

Ansr. I cannot state positively that I had seen Mr Johnston at all prior to that service though I may have done so -

137 Did you not know at that time that attachment suits had been issued in favor of certain creditors of S Wadsworth & Co

Ansr. I think I learned of that afterwards

138 From did you learn it?

Ansr. I do not know

139 When did you first learn or hear any thing about those attachment suits?

Ansr. Some time between the first and fifth of April I probably learned of them soon after their issuing.

140 Who were the attorneys for the Plaintiffs in those suits or any of them, so far as you know

Ansr. Mr Johnston I believe was the attorney for Rutter Endicott & Whitehouse. Who was Tyler Belden & Co. attorney I can't say now positively.

141 At the time Mr Boss was served and Messrs Winston & asay came along was not Mr Rutter with them or did he not come along soon afterwards

Ansr. Mr Rutter may have come but I have no recollection of it

142 What reason have you to think ~~that~~ they came to see what reply Mr Boss would make to the Coroner?

Ansr Because I supposed it would be very natural for them to wish to know what that reply was.

143 Why did you think it would be natural for Mr Winston to wish to know?

Ansr. Because I understood that he had been consulted by Rutter Endicott & Whitehouse as their attorney

144 From whom did you understand that?

Ansr. I cannot tell now probably from Mr Wadsworth

145. When did you first understand Mr Winston was their attorney

Ansr Some time during that day I think.

146. What day was this Mr Boss was served?

Ansr. I believe it was the second of April

147 What time in the day before or afternoon?

Ansr I cant recollect.

148. Was it soon after you had made the affidavit

Ansr. I think it was I think he was just one that we saw after the bonds had been accepted by the Coroner I had spent some time looking for him and I now think it was just after dinner or soon after dinner

149 Who was the surety in the Replevin suit?

Ansr The surety was furnished by Rutter Endicott & Whitehouse & Tyler Belden & Co I cant tell which parties signed it

150 How do you know that?

Ansr. Because it was completed in Mr Rutters office signed by Mr Rutter I think and then by one or two of the partners of Tyler Belden & Co I think two.

151 Was Mr Chapin there at the time?

Ansr I think he was

152, In whose handwriting was the Bond?

Ansr. The Bond was drawn up. I believe by a clerk in Mr. Asays office?

153. Have you since that time seen that Bond or any of the papers in the Replevin suit.

Ansr. I have not. that I have any recollection of I am sure I have not.

154, Do you know what has become of them,

Ansr I do not know any thing about them

155 Do you know whether the Complainants or any of them were informed at any

time that whatever balance there was in the Metropolitan Bank to the credit of J Wadsworth & Co had been transferred to your credit, and that there would be no use in sending forward the draft, given to them

Ansr. I know nothing of it except from information

156. From whom was such information derived?

Ansr From Mr Wadsworth

157 When?

Ansr. I think the first of April

158 When Mr Rutter was in the office after the levy. and on the same day was there & talked over. or a statement to this effect made?

Ansr Not in my hearing

159 Was any thing said at that time about sending on a draft?

Ansr Mr Wadsworth had made his arrangements with him prior to that in regard to that So far as I knew there was nothing said

160 What arrangements had been made prior to that?

Ansr I can tell you nothing except what he told me

161. What did he tell you upon that subject

Ansr He told me that he had informed Rutter Endicott & Whitehouse that owing to the levy having been made. he would not be able to protect that draft and

and that they were going to retain it.

162 When Mr Wadsworth informed you that he had ordered the transfer of the account of the Metropolitan Bank did he state by what means he had communicated with the Bank?

Ansr He stated that he had telegraphed to the Bank and also written to them

163 While you was in the employ of S. Wadsworth & Co and while you kept the Kept. Books was there any account kept on the Books of that concern with Mercy Ambler?

Ansr There was not.

164 Was there any account kept with John C. Ambler.

Ansr There was.

165 Before you went to the Collectors office to bring away the License did you know to whom the License had been made out

Ansr. I did not

166 By whose request or directions did you go

Ansr Mr. Wadsworth

167 Had any thing been said by him or any one to you previously to your going which led you to suppose that the License had been made out to Strong Wadsworth alone

Ansr I have no recollection of any thing

168 Then did you not request them at the office to insert the words "& Co" after

Shing Wadsworth's name. without any instructions or request from any person on that subject?

Ans Yes. But I knew that the License ought to be made to S Wadsworth & Co and for that reason requested it knowing that they had made a mistake.

169 How did you know that they had made a mistake

Ans. Because the business to be done was done by S Wadsworth & Co

170 Was any objection made at the office to inserting these words?

Ans None whatever

171 Was any inquiry made?

Ans. None

172. Was any statement made by you except a request that they should insert "& Co"

Ans I requested them to insert "& Co" stating that the business was done by S Wadsworth & Co

173 Do you know why Ritter & Endicott signed the Replevin Bond?

Ans. I dont.

174. Did you draw any drafts on the Metropolitan Bank in favor of Shing Wadsworth.?

Ans Not that I recollect of

175 Had he any interest in any draft which you drew on that Bank?

Ansr. Not to my Knowledge

176. Who was the Successor of J Wadsworth & Co in carrying business in 34 Clark street?

Ansr W H Mulloy Commenced business there about the twentieth of April

177 Did he take or purchase anything which had belonged to or been used in the business of J Wadsworth & Co?

Ansr Not to my Knowledge;

178 What became of the office furniture of the old concern

Ansr It is all there in the office now

179 Do you know who owns it?

Ansr I know nothing about only that its still there it has not been sold by J Wadsworth & Co that I know of.

(Direct Examination Resumed)

17th. In your answer to the 164 Cross interrogatory you state that there was an account kept with John C Ambler. Will you state if you please the nature of that account

(Objected to by Defts Counsel who objects to any statement by the witness of the contents of these books in as much as the books themselves are the best evidence)

Ansr. There was two accounts one was an account with him for remittances from Milwaukee the other was for moneys which he drew at different times as Mrs Mercy Amblers agent.

18 Was the Capital stock of the concern of J. B. Wadsworth & Co or any part of it or any part of the profits of the concern included in said account

(objected to by Defts Counsel as above)

Ans. It was not.

Saml. C. Smith

Subscribed & sworn to this 9th day of December A.D. 1863 before me.

Ira W. Scott
Master in Chancery of the Superior Court of Chicago.

(Exhibit "Q." referred to in Smiths deposition)

$ 305 Currency
$ 400 Silver Coin
$ 43 do do.
$ 9.30 do 3 ¢ pieces
$1890.00 Bills (Treasury notes & Bank Bills)
($990 of this was demand notes)
$1500 currency
100 7.30 Treasury notes
$ 163 Currency
$ 88 Treas notes
$ 75 small silver coin
$ 56.75 Silver do
$ 11.38 do do
$785.00 Gold Coin
22 1/2 Eng sovereigns gold value $108.
2 – 20 franc french pieces value $7.60
1 – 25 " " $4.75
11.50 in Postage Currency
Office furniture in office No 34 Clark st.

47

185 Edward I Tinkham a witness produced Sworn and Examined on the part of the Complainants deposes and says.

1st Int. What is your name, age, residence and occupation ?

Ans, Edward I Tinkham age Forty Six years residence Chicago occupation Banking Business

2d Have you been at any time been associated in business with John C Ambler, if so where, What kind of business and how long a time?

Ans, Mr Ambler and myself were partners in the Banking business in Chicago in the years 1857 58. 59. 60. and part of 61.

3d. Had Ambler during any of the time while he was so in business with you any funds or assets in his hands belonging to any other person not connected with your business if so state whose funds at what time he had same, the amount as nearly as you can and how he employed such funds?

Ans Mr Ambler had about the sum of one Thousand Dollars which he used in the purchase of notes or bills which he stated to me belonged to his mother this was during the years 1860 & 1861.

4, State whether these funds were at any time mixed with or formed any part of the assets of the business in which you and Ambler were engaged if so when?

Ans: They never were mixed with or formed any part of the assets of the firm but were always kept by him separate and distinct from the funds of the firm

5. Do you know when these funds first came into his possession or from what source they were obtained?

Ans. I do not know

+ (Cross)

1 When did your business with Ambler cease?

Ans In the fall of 1861 I dont remember the date of the dissolution

2 Where did he keep this separate fund of his when it was not loaned out or invested in notes &c during the time you have mentioned?

Ans I have no remembrance as to his particular management of that fund other than once or twice he bought paper in my presence which he said was bought for account of his mother my impression is that the paper was entered on the books of E I Durkham &Co for collection for a/c of Mrs Ambler of this I am not certain

3? Where were these purchases which you now refer to made?

Ans I have no remembrance as to dates I had interest in the business and therefore paid little attention to it

4. Where are these Books of E J Tinkham & Co?

Ans In the City in J Ellis & Co's office a portion Of them are.

5 Can you ascertain on turning to these books whether there was any such collection made for Mercy Ambler or any account kept with her

Ans. By a full examination of the Books such a fact could be ascertained, But it would be a matter of a great deal of labor.

6, Would it be a matter of a great deal of labor to ascertain whether the firm Of E J Tinkham & Co had an account ~~of~~ with Mary Ambler?

Ans It would not be a matter of a great deal of labor to ascertain whether Mercy Ambler kept a current account with E J Tinkham & Co But it would require a great deal of labor and a full examination of the books to ascertain whether the firm Of E J Tinkham & Co made any Collections for her

7 Do you know or have you examined to ascertain whether she had an a/c on your books?

Ans I do not know & have not examined

8 Do you recollect whether any of the Collections you have referred to were

made after your partnership with Ambler had ceased?

Ansr I have no knowledge of any or remembrance

9 Are you certain you ever made any such collections?

Ansr I am not certain that purchases of notes were made in the office whether or not the firm or Mr Ambler made the collections I cannot say

10 Do you recollect any particular purchase?

Ansr I do not

11 Did the draft of John C. Ambler in favor of Marshall & Ilsley or S Wadsworth & Co made about the time of the levy last April come to you or pass through the Banking House in which you were employed or engaged?

Ansr J A Ellis & Co. with whom I am engaged received from Marshall & Ilsley such a draft.

12 When was it so received?

Ansr I can't answer that question without referring to the Books of J A Ellis & Co as to the particular date.

13 Did you hear or know of the levy about the time it was made on the first of April last

Ansr I heard of it either at my office or my house that there was trouble of the kind within a few days of the time possibly a day

14 Was there more than one of these drafts

148
4)

189 given about that time ?

Ans I have no remembrance of more than one.

15 For how much was it given ?

Ans I cant answer that question without referring to my Books

16. Do you know whether that draft was presented ?

Ans My impression is that I presented the draft myself once

17 Are you sure of that ?

Ans I am not certain positively to swear to it

18. Do you know whether that draft was received by you or by the house where you was employed before the levy was made ?

Ans My impression is that it was received on the same morning I cant say positively what time of the day it was received.

19 Do you know whether it was presented before the levy was made ?

Ans I do not.

Edwd I Pinkham

Subscribed and sworn to
this 7th day of December A.D. 1863 before me
Ira Scott
Master in Chancery of the Superior Court
of Chicago

190 John B Myer a witness produced Sworn and Examined on the part of the Complainants deposes and says.

1st Int. State your name age residence and occupation

Ansr. John B Myer age Twenty two years residence Chicago am Teller in J A Ellis & Co's Bank

2d. What was your occupation on the first day of April 1863 ?

Ansr. I was Teller in J A Ellis & Co's Bank,

3d. Did you at that time know the firm of S Wadsworth & Co of Chicago and if so where were they doing business ?

Ansr. I knew them they were doing business at number 34 Clark Street Chicago

4. Where was the place of business of Marshall & Ilsley at that time if you know of such a firm and who were their Correspondents in Chicago ?

Ansr They were in business in Milwaukee J A Ellis & Co were their Correspondents here

5 Did you at any time during the month of April 1863. acting as the agent of Marshall & Ilsley or Ellis & Co present a draft to S Wadsworth & Co for payment in favor of Marshall & Ilsley If so state when and all the facts connected with the same

Ans. I presented a draft on S Wadsworth &

191 drawn by J. C. Ambler for Sixteen hundred Dollars in the morning between ten & Eleven o'clock on the first of April and was told to leave it and they would send over the money during the day I went over there again afterwards and at that time didn't find out anything and told Mr Tinkham after I got back to the office that I thought there was something wrong (this was the second time) and he had better go over himself & see about it

6 On whose account and for whom was the draft presented?

Ans. It was in a/c of Marshall & Ilsley for collection on their a/c.

+. (Cross Examination)

1st crp. How do you know that it was on the first day of April that you made this presentation?

Ans. By the fact that the draft was protested on that day

2. How do you know that the draft was protested on that day

Ans I know that it protested on the same day that I presented it.

3. When did you protest it before or after Mr Tinkham went over?

Ans. It was protested after Mr Tinkham went over.

4 What time of the day was that?

Ans I dont Know the exact time some time in the afternoon It must have been after two o clock

5 To whom did you present it when you first went over. ?

Ans I think Mr Wadsworth

6 Did you at that time Know who if any one besides Philo Wadsworth, composed the firm as you call it of P Wadsworth & Co

Ans I did not,

John B Meyer

Subscribed & sworn to this
16th day of January A.D. 1864
before me
Ira Scott
Master in Chancery of the
Superior Court of Chicago

And afterwards towit on the day and year aforesaid. the said. Defendant Eli B. Williams By. Parkins Bass his Solicitor filed in the Clerks office of the said Superior Court of Chicago Certain depositions which are in Words and figures following towit:

William H Mallory a witness produced Sworn and examined on the part of the Defendant Williams deposes and says

1st State your name, age residence and occupation and do you know the parties to this suit?

Ans. William H Mallory am over twenty one years of age am a money broker I know some of the parties

2d Are you acquainted with the defendant Henry Wadsworth?

Ans. yes Sir

3d How long have you been acquainted with him?

Ans. I have known him for four or five years

4 Have you ever received from him a Brokers License issued to him under the Revenue Laws of the United States?

Ans. I did

5 Have you that License with you?

Ans I believe I have.

6. Will you please produce it to be used as testimony in this Suit?

Ans I produce the document referred to marked Exhibit A.

7 When did you receive this from Mr Wadsworth?

Ans About the twenty first or twenty fifth of April 1868.

8 When did you first see that License?

Ans At that time

9 At what place was this?

Ans At my office 34 Clark Street.

10 Has it since you first saw it been taken to the Collectors office?

Ans It has I went with it myself

11 When was that?

Ans About the time it was given to me the twenty first or twenty fifth of April

12. Was Mr Wadsworth with you at the Collectors office?

Ans. He was not.

13. For what purpose did you take it there?

Ans. To get it transferred from his name to mine that I might have the benefit of it

14. Was the endorsement which is signed by Chas Wadsworth on the License at the time you took it there?

Ans^r He wrote something on it either part or the whole of what is on it and I took it over there to get it transferred. and Ward says there is something wrong about this it was signed to Strong Wadsworth, and the Co is struck out there, that is the substance of what he said and he would not transfer it.

(So much of the above answer as relates to the conversation between witness and Mr Ward objected to by Complainants Counsel)

15 What further if any thing was done about it?

Ans^r I brought back to the office again and told Wadsworth what objection had been made and he took it back and had it transferred.

16, Can you state whether the signature "Strong Wadsworth & Co. was struck out before you took it to the collector?

Ans^r, I have no recollection how that is

17. Do you know or recollect whether the signature Strong "Wadsworth" which is now endorsed upon said License was there when you took it to the Collector?

Ans^r I cannot state positively

18, *What is your best recollection on that subject.

Ans^r I don't seem to have any recollection I don't recollect

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19 Is that License and the endorsements thereon the same as they were when Wadsworth returned it to you?

Ans. It has been locked up in my private drawer and no one had possession of it since. It must be the same.

20 Are you acquainted with the handwriting of Shong Wadsworth?

Ans. I am

21. Have you ever seen him write?

Ans. Yes Sir

22 In whose handwriting is the signature, Shong Wadsworth & Co which is erased?

Ans. Shong Wadsworth wrote it.

23 In whose handwriting is the signature Shong Wadsworth?

Ans. That's his signature also

24 In whose handwriting is the request to the Collector written above these signatures?

Ans. That's Wadsworth. I believe the whole of it is his

25 When did you first observe that after the name Shong Wadsworth where it first occurs in said License the words "& Co" were drawn?

Ans. Ward called my attention to it when I wanted it transferred.

26. Did you know or had you observed it before Mr Ward called your attention to it,

Ans. I have no recollection of noticing it before.
I recollect it very distinctly then;

27 Do you know of your own knowledge by whom that "& Co" was written in that License?

Ans. I do not

28. Is the Mr Ward of whom you have spoken an officer in the Collector's office?

Ans. I believe so

Subscribed and sworn to
this 27th day of November
A.D. 1863. before me
Ira Scott
Master in Chancery of the Superior
Court of Chicago

W. H. Mallory

Exhibit A. Sworn to in deposition of William H Mallory

License

No. 1728

Granted Sept 1st. 1862.
Expires Sept 1st. 1863

To all whom it May Concern

This License is granted to Shing Wadsworth & Co. of the City of Chicago in the County of Cook and State of

Illinois to carry on the business or occupation of Broker at No 34 Clark Street in the aforementioned City County and State having paid the tax of Fifty Dollars therefor conformably to the provisions of an act entitled "An act to provide internal revenue to support the government and to pay interest on the public debt" Approved July 1 1862

This License to be in force until the first day of September 1863 provided the said Hmy. Wadsworth shall conform to the requirements of said act and of such other act or acts as are now or may hereafter be in this behalf enacted.

Given under my hand and seal at Chicago this first day of September AD. 1862
Geo Schneider Collector
Seal Of the first Collection District of the
State of Illinois

(Endorsement on back)

The Collector will please
issue new license Expiring Sept 1st 1863 to W H Mallory Esq
Hmy Wadsworth & Co
Approved J P Ward Dep Coll } Hmy Wadsworth
to May 1 1863 when a new license must be taken

William H. Malloy being recalled on the part of the Defendant Williams deposes and says.

1st. Of whom did you purchase the office furniture and fixtures in No. 34 Clark Street formerly occupied by J Wadsworth & Co

Ans. Of Irving Wadsworth

2. What did you purchase of him mention some of the articles?

Ans. a Counter stove Letter Press some broken chairs an ink stand or two something of that kind a show case

3. Was this the furniture used by J Wadsworth & Co. prior to your going into business at 34 Clark Street?

Ans. I believe so it is what they had there when I went there

4 Do you know whether this is the same furniture that was levied upon by the Sheriff?

Ans. I dont know yet I have no doubt about it I have been told so by parties that were there at the time and I presume I have been told so by him?

5 Did you take a bill of sale?

Ans. yes. I dont know that any thing was enumerated in the Bill of Sale but it was understood, that these articles I should have when I bought him out.

6. Will you produce that Bill of Sale?

Ans^r I now produce & marked Defendants Exhibit H

Cross Examination

1st Cross Int. Was this purchase made at or about the time the Bill of Sale bears date?

Ans. Yes.

W H Malloy

Subscribed and sworn to this
8th day of January AD. 1864
before me Ira Scott
Master in Chancery of the Superior
Court of Chicago

(Defts Exhibit H. Sworn to by Wm H Malloy)

$400. Received of W H Malloy Esq. Four Hundred dollars in full payment for all my right title and interest in and to the Lease and office No 34 Clark St. and in and to the business heretofore carried on in his name by him and myself alone. as well as to all the assets. and property of said business

Chicago Oct 9th 1863 S. Wadsworth

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Harvey Danks a witness produced sworn and examined on the part of the defendant Williams deposes and says:

1st. State your name age residence and occupation and do you know the parties to this suit?

Ans. Harvey Danks reside in Chicago am fifty five years of age am United States Assistant Assessor. and have been since the law went into effect. I know Ching Wadsworth

2d. Do you recollect the circumstance of Ching Wadsworth making application in fall of 1862 for a Brokers License under the Revenue laws of the United States?

Ans. Yes Sir

3d To whom did he make that application?

Ans. To me personally

4 In what name did he in the first instance make that application?

Ans. He applied that is to say he wrote upon the book applying for a license as broker for C Wadsworth & Co

5. Did you make any inquiry of him as to who was in company with him if so please state what was said and done.

Ans. I stated to Mr Wadsworth that I discovered that he had a partner, from the manner in which he had made his application and that it was important for me to know the parties he asked me if it was important for me to know that fact. My answer to him was most certainly for my orders were when there were partners to enter ~~the~~ their names of all the parties, he then hesitated when I made that & demand his reply to that was that he was not aware that there was any necessity for such a thing I stated to him deffinitely that I must have the names or the "& Co" must be stricken off — well then strike it off, and I did so.

6 What further was done with the application which he signed?

Ansr. The copy of the application was sent up to the principal assessor office in due form the copy was signed by him too,

7 What was the signature to that?

Ansr. J. Wadsworth & Co the "& Co" was also stricken off from the copy

8 Where are the papers sent from the principal assessors office?

Ansr. one copy is sent to the Collectors office and one to Washington

9 Will you examine the paper now shown you, and state whether it is the application of Shing Wadsworth for the license heretofore referred to by you?

Ans. It is

10. Look at the paper marked Exhibit B. and state if it is a correct copy of the original application for the License above referred to.?

Ans. It is

Subscribed and sworn to this 12th day of January A.D. 1864. before me
Ira Scott.
Master in Chancery of the Superior Court of Chicago

Henry Danks

(Exhibit B. Sworn to in Examination of Henry Danks)

(II)

Application for License

(Section 58)

Application is hereby made by S. Wadsworth Residence Sherman House. for a license as Broker under the excise laws of the United States said business or occupation to be carried on at. No 34. Clark Street in the City of Chicago County of Cook, and State of Illinois

Dated at Chicago this Twenty Ninth day of September A.D. 1862

(Signed) "S Wadsworth"

~~Assessor~~

~~District of~~

And afterwards to wit on the day and year aforesaid the said Eli B. Williams, David S. Hammond & John A. Nelson by Perkins Bostwick their solicitors filed in the Clerks office of the said Court, their certain answers to the Cross Bills respectively of Mercy Ambler, and Samuel Marshall, and Charles F. Illsley complainants, which are in the words and figures following to wit;

Superior Court of Chicago,
In Chancery

The answer of Eli B. Williams David S. Hammond, and John A. Nelson, to the Cross Bill of Mercy Ambler

These defendants, saving and reserving &c admit that the said Williams having obtained a Judgment against Thomas Wadsworth, sued out an Execution, and placed the same in the hands of the Sheriff of Cook County and that said Sheriff, by the said John A. Nelson his deputy, on the first day of April, AD 1863 levied upon certain money and property, then in the hands of said Thomas Wadsworth and which belonged to him and applied all such money upon the said execution

first deducting the fees and costs amounting
to the sum of one hundred & forty Dollars
and paying over the remainder amounting
to the sum of $6183 53/" to the said Eli
B Williams

And these defendants further answering
say that afterwards towit on the
day of April A.D. 1863 one Saml C
Smith professing to be authorized to
act in the premises sued out a Writ
of Replevin in behalf of the said Mercy
Ambler, to replevy the remainder of the
property so levied upon and the pro-
perty so remaining in the hands of the
said Sheriff was taken from him by
virtue of said writ of Replevin

And these defendants in answer to that
part of said Cross Bill which states
Contents of the original Bill filed by
Rutter & others begs leave to refer to the
said original Bill to ascertain the
Contents thereof

And these defendants deny all unlawful
Combination and Confederacy in the
said Cross Bill charged without this
that there is any other matter Cause or thing in
the said Cross Bill Contained material

or necessary for these defendants to make answer unto and not herein or hereby well and sufficiently answered confessed traversed and avoided or denied is true to the knowledge or belief of these defendants all which matters and things these defendants are ready and willing to aver maintain and prove as this Honorable Court shall direct and humbly pray to be hence dismissed with their reasonable costs and charges in this behalf most wrongfully sustained

Perkins Bass Sol. for Eli B Williams
E B Williams J A
Nelson & C. C. Hammond
W. W. Farwell Of Counsel

In the Superior Court of Chicago,
In Chancery

The answer of Eli B. Williams David S. Hammond and John A. Nelson to the Cross Bill of Samuel Marshall and Charles D. Ilsley.

These Defendants saving and reserving &c admit that the said Williams having obtained a judgment against the said Thomas Wadsworth sued out an Execution and placed the same in the hands of the Sheriff of Cook County, and that the said Sheriff by John A. Nelson his deputy on the 1st day of April A.D. 1863. levied upon certain money and property then in the hands of said Thomas Wadsworth & which belonged to him and applied all such money upon the said Execution first deducting the fees and costs amounting to the sum of $140 $\frac{00}{11}$ and paying over the remainder amounting to the sum of $6183 $\frac{53}{100}$ to the said Eli B Williams

And these defendants further answering say, that afterwards to wit on the day of April A.D. 1863. one

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209 Samuel C Smith professing to be autho-rized to act in the premises sued out a Writ of Replevin in behalf of the said Mary Ambler. to replevy the remainder of the property so levied upon. and such remaining property was taken by the said Sheriff by virtue of said Writ of Replevin

And these defendants in answer to that part of said Cross Bill which professes to state the Contents of the original bill beg leave to said original to ascertain the Contents thereof,

And these defendants deny all unlawful Combination and Confederacy in the said Cross Bill charged without this that there is any other matter. cause or thing in the said Cross Bill contained material or necessary for these defendants to make answer unto and not herein and hereby well and sufficiently answered. Confessed, traversed and avoided or denied is true to the knowledge or belief of these defendants; all which matters and things these defendants are ready and willing to aver maintain and prove as this Honorable Court shall direct, and humbly pray to be hence dismissed with their reasonable costs and charges in this behalf most wrongfully sustained.

Eli B Williams

Parker Bop Sol. for E B Williams J A Nelson &
D S Hammond.
N H Harwell of Counsel

211 And afterwards Court on the sixteenth day of the month and year aforesaid, the said Mercy Ambler, and the said Samuel Marshall, and Charles H. Ellsley by Scammon McCagg & Fuller their solicitors filed in the office of the Clerk of said Court their Replications respectively to the respective answers of Eli. B. Williams David S. Hammond and John A. Nelson to the Cross Bill of the said Ambler, Marshall and Ellsley. Which Replications are in the words and figures following to wit;

Rutter Endicott & Co
vs
E. B. Williams & al
} Original Bill

Mercy Ambler
vs
Eli B. Williams
David S. Hammond
John A. Nelson & al
} Superior Court of Chicago In Chancery Cross Bill

And Now comes the said Ambler Complainant in said Cross Bill and replies to the answers filed thereto by the defendants Williams Hammond, & Nelson, and says that she will aver maintain & prove the matters & things stated in ~~the~~ her Cross Bill to be true and said Answers to be untrue, & insufficient

Scammon McCagg & Fuller
Sols for Mercy Ambler

Rutter Endicott & Co
vs
Elo B. Williams et al } Original Bill

Marshall & Illsley
vs
Elo B. Williams et al } Superior Court of Chicago In Chancery Cross Bill.

And now comes Samuel Marshall and Charles F. Illsley complainants in said Cross Bill and reply to the answers filed thereto by Elo B Williams David S. Hammond and John A Nelson and say that they will aver maintain and prove the matters and things stated in their Cross Bill to be true, and said answers to be untrue and insufficient &c.

Scammon McCagg & Fuller
Sols for Marshall & Illsley

On the hearing of said Cause, the Complainants introduced and read as evidence the pleadings and proceedings, which lead to judgments in the following cases to wit:

Joseph O. Rutter, William H. Endicott & Edward H. Whitehouse
vs
King Wadsworth & Mercy Ambler

James E. Tyler, Charles W. Belden & John H. Thenn
vs
King Wadsworth and Mercy Ambler

Samuel Marshall & Charles F. Ilsley
vs
King Wadsworth & Mercy Ambler

Which pleadings and proceedings are as follows to wit:

(Affidavit for Attachment)

State of Illinois }
Cook County } ss

Joseph O Rutter being duly sworn doth say that himself & William D Endicott and Edward M Whitehouse are engaged as copartners jointly negotiating & doing business as Bankers in the City of Chicago in said County & State under the firm name and style of Rutter Endicott & Whitehouse

And this deponent further saith ~~that~~ the firm of J Wadsworth & Co is justly indebted to said firm of Rutter Endicott & Whitehouse in the sum of Three Thousand and Three Dollars and Seventy five cents ($3003 75/100) for so much money by said last mentioned firm lent and advanced on or about the first day of April 1863 to said J Wadsworth & Co which said indebtedness is evidenced by the due Bill of said J Wadsworth & Co bearing date on the first day of April 1863 signed by said J Wadsworth & Co and wherein & whereby said last mentioned firm acknowledges the sum of Three Thousand and three Dollars and twenty five cents to be due said Rutter Endicott & Whitehouse

And this deponent further saith that said firm of J. S. Wadsworth & Co. consists of Henry Wadsworth & Mary Ambler and that said Mary Ambler is not a resident of said State of Illinois

This deponent further saith that as he is informed and believes said Mary Ambler has goods chattels rights credits property and effects within said County of Cook, subject to attachment.

Wherefore this deponent prays that a Writ of attachment may issue in favor of the said Endicott & Whitehouse out of the office of the Clerk of the Superior Court of Chicago against the goods chattels property and effects of said Mary Ambler impleaded with Henry Wadsworth and that the Sheriff of said County be directed by said Writ to summon said Wadsworth to answer the said suit of Rutter Endicott & Whitehouse pursuant to the Statute in such case made and provided

Subscribed & sworn to
before me this 3d day of April 1863 J. O. Rutter,
Thomas B. Carter
Clerk

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(Attachment Bond)

Know all men by these presents that we Joseph O. Rutter William H. Endicott Edw. W. Whitehouse and James E. Tyler are held and firmly bound unto Mercy Ambler in the penal sum of Six Thousand and six Dollars and seventy five cents 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 2d day of April AD 1863

The Condition of the above obligation is such that whereas the above bounden Joseph O Rutter has on the day of the date hereof prayed an attachment out of the Superior Court of Chicago Cook County at the suit himself William H Endicott & Edw. W. Whitehouse against the estate of the above named Mercy Ambler as defendant with Warrants for the sum of Three Thousand & Three Dollars seventy five cents and — the same being claimed to be sued out of said Court returnable on the first Monday of April next to the term of the said Court then to be holden Now if the said Joseph O Rutter Wm H Endicott & E W Whitehouse shall prosecute their suit with effect, or in case of failure therein shall well and truly pay and satisfy the said Mercy Ambler all such costs in said suit and such damages as shall be awarded against the said Joseph O Rutter Wm H Endicott & Edward W Whitehouse their Executors or administrators in any suit or suits which may hereafter be brought for wrongfully suing out said attachment then the above obligation to be void otherwise to remain in full force and effect.

Jo. Rutter Seal
W H Endicott Seal
by J O Rutter atty
Edwd W Whitehouse Seal
by J O Rutter atty. Seal
James E. Tyler. Seal

(Declaration)

State of Illinois } ss. Superior Court of Chicago
County of Cook } April Term A.D. 1863

Joseph S Rutter William H Endicott, and Edward W Whitehouse who are Copartners in business under the firm name, and style of Rutter Endicott & Whitehouse Plaintiffs in this suit by Blodgett & Winston their attorneys Complain of Henry Wadsworth and Micay Butler who are Copartners under the firm name and style of H Wadsworth & Co defendants in a plea of Trespass on the Case upon promises

For that whereas the said Defendants heretofore to wit on the first day of April A.D. 1863 at Chicago County of Cook State of Illinois were indebted to the said plaintiffs in the sum of Six Thousand Dollars of lawful money of the United States for so much money by the said Plaintiff before that time lent and advanced to the said Defendants at their special instance and request. and being so indebted &c. they the said Defendants in Consideration thereof afterwards to wit on the day and year aforesaid at Chicago County of Cook and State of, Illinois aforesaid undertook. and then and there faithfully promised the said plaintiffs to pay to them the said last mentioned sum of money when they the said defendants should be thereunto afterwards requested

And whereas also the said Defendants aforesaid to wit on the day and year last aforesaid at Chicago County of Cook and State of Illinois aforesaid were indebted to the said plaintiffs in the further sum of Six Thousand Dollars for like lawful money for so much money by the Plaintiffs before that time paid laid out and expended to and for the use of the said Defendants at their like special instance and request and being so indebted they the said defendants in consideration thereof afterwards to wit on the day and year last aforesaid at Chicago County of Cook and State of Illinois aforesaid undertook and then and there faithfully promised the said Plaintiffs to pay them the said last mentioned sum of money when they the said defendants should be thereunto afterwards requested.

And whereas also the said Defendants afterwards to wit on the day and year last aforesaid at Chicago County of Cook and State of Illinois aforesaid were indebted to the said plaintiffs in the further sum of Six Thousand Dollars of like lawful Money for So much money by the Said Defendants before that time had and received for the use of the Said plaintiffs and being So indebted they the Said defendants in consideration thereof afterwards to wit on the day and year last aforesaid at Chicago County of Cook and State of Illinois aforesaid undertook and then and there faithfully promised the Said Plaintiffs to pay them the Said last mentioned Sum of money when they the said defendants should be thereunto afterwards requested.

And Whereas also the Said defendants afterwards to wit on the day and year last aforesaid at Chicago County of Cook and State of Illinois aforesaid accounted with the Said Plaintiffs of and concerning divers other Sums of money from the Said Defendants to the Said Plaintiffs before that time due and owing and then in arrear and unpaid and upon such accounting the Said Defendants were then and there found to be in arrear and indebted to the Said plaintiffs in the further Sum of Six Thousand Dollars of like lawful money and being So found in arrear and indebted they the Said defendants in consideration thereof afterwards to wit on the day and year last aforesaid at Chicago County of Cook and State of Illinois aforesaid undertook and then and there faithfully promised the said plaintiffs to pay them the last mentioned sum of money when they the said Defendants should be thereunto afterward requested

Nevertheless the said Defendants not regarding their said several promises and undertakings but contriving and fraudulently intending craftily and subtly to deceive and defraud the said Plaintiffs in this behalf have not as yet paid the said several sums of money or either of them or any part thereof to the said Plaintiffs although often requested so to do but the said Defendants to pay them the same have hitherto wholly neglected and refused and still do neglect and refuse To the damage of the said Plaintiffs Six Thousand Dollars and therefore they bring this suit

Blodgett & Johnston
Plaintiffs attorneys

Copy of account & evidences of indebtedness filed on.

J. Wadsworth & Co.
To Rutter Endicott & Whitehouse

1863 April 1.	To money loaned to you	$6000 00
"	" " laid out for you	6000 00
"	" " had & rec'd by you for us	6000 00
"	" " due on accounts stated	6000 00

"Chicago April 1st 1863.

Due Rutter Endicott & Whitehouse
34 Clark St

Three thousand three & 75/100 Dollars
in Currency

(Signed) J. Wadsworth & Co.

$3003 75/"

(Attachment Writ & Return.)

State of Illinois }
Cook County } ss.

The People of the State of Illinois to the Sheriff of said County Greeting

Whereas Joseph O. Rutter hath complained on oath to Thomas B. Carter Clerk of the Superior Court of Chicago of Cook County that Henry Wadsworth and Miner Ambler is justly indebted to the said Joseph O Rutter Wm H. Endicott and Edward H. Whitehouse to the amount of Three Thousand & Three dollars and seventy five cents and oath having also been made that the said Mercy Ambler resides out of this state so that the ordinary process of law cannot be served upon her and the said Joseph O Rutter William H Endicott and Edward H Whitehouse having given bond and security according to the directions of the act in such case made and provided

We therefore command you that you attach so much of the estate real or personal of the said Mercy Ambler to be found in your County as shall be of value sufficient to satisfy said debt and costs according to the said complaint and such estate so attached in your hands to secure or so to provide that the same may be liable to further proceedings thereupon according to law, at a term of said Superior Court of Chicago to be holden at Chicago within and for the County of Cook on the first Monday of April next so as to compel the said Mercy Ambler to appear and answer the complaint of the said Joseph O Rutter William H. Endicott and Edward H Whitehouse and

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225 that you also summon Eli B Williams
as garnishee to be and appear at the said
Court on the said first Monday of April next
then and there to answer to what may be
objected against him, when and where
you shall make known to the said Court
how you have executed this Writ and have
you then and there this Writ

Witness Thomas B Carter Clerk of
our said Court and the seal
thereof at Chicago in said County
(Seal) this 3d day of April A.D. 1863.
Thomas B. Carter Clerk

By virtue of this Writ I have this 4th day of
April AD 1863 attached and levied upon
an undivided interest of the within named
defendant Mary Ambler in and to the
following described property to wit one
one hundred Dollars United States Treasury
Note bearing 73/10 per cent interest and
dated August 19th 1861. Also twenty one
dollars in currency of the State Bank of
Illinois one hundred and twenty four
twenty dollars of Southern Bank of State of Georgia
dollars of La Grange Bank State of Georgia
fourteen Dollars of Bank Western Canada
twenty five Dollars Colonial Bank of Canada
one Dollar North Western Bank State
of Pennsylvania five Dollars Bank

of Claiborne State of Tennessee Five Dollars of Exchange Bank of Tennessee Forty Dollars of Boone County Bank State of Indiana Three Dollars of Wisconsin Miners Bank Pekwecowa, one office Counter one Show case one office writing desk one swivel office chair Three Common Chairs one Cane Set Chair one Map of U.S. one Map of the Western State of U.S. one stove and pipes one money safe two Pictures also Served by reading this Writ to the within named Defendant Shing Waasworth the 3d day of April 1863 the other defendant not found in my County

David S. Hammond Sheriff
By John A Nelson. deputy

Served by reading this Writ to the within named Eli B Williams as garnishee this 3d day of April 1863.

David S Hammond Sheriff
By John A Nelson Deputy

I have this 6th day of April A.D. 1863. attached & levied upon all the right title and interest of the within named Defendant Mercy Ambler in and to the lease hold interest in the premises occupied by Shing Waas worth & Co. for a banking house, in the basement of Number Thirty four (34) on South Clark Street in the City of Chicago

David A. Hammond Sheriff
By John A. Wilson Deputy

(Summons and Return)

State of Illinois }
County of Cook } ss

The People of the State of Illinois to the Sheriff of said County Greeting

We command you that you summon Elisha Wadsworth and Mercy Ambler, if they shall be found in your County personally to be and appear before the Superior Court of Chicago in said Cook County on the first day of the term thereof to be holden at the Court House in Chicago in said Cook County on the first Monday of April next, to answer unto Joseph O. Rutter, William H. Endicott and Edward N. Whitehouse in a plea of trespass on the case upon promises to the damage of the said Plaintiffs as is said in the sum of Six Thousand Dollars.

And have you then there this Writ with an endorsement thereon in what manner you shall have executed the

Same

Witness Thomas B Carter Clerk of our said Court, and the seal thereof at Chicago aforesaid this 3d day of April A.D. 1863

(Seal)

Thomas B Carter Clerk

Revenue Stamp
Fifty Cents

Served by reading the Writ to the within named Defend and Thomas Wadsworth this 3d day of April 1863 the other within named Defendant not found in my County.

David E Hammond Sheriff
By John A Nelson Deputy

(Appearance & Confession of Judgment

Superior Court of Chicago
April Term A.D. 1863

Joseph O Rutter, etal
vs
Thomas Wadsworth &
Mercy Ambler

I do hereby ~~xxxx~~ ~~the~~ ~~appearance~~ waive service of process and declaration enter the appearance

229 Of the defendants in above case, and Consent that Judgment may be rendered against said defendants in said case for the sum of Three Thousand and Three 73/100 Dollars & Costs

E. G. Asay
April 4th, 1863 Atty for Defts.

(Order of Judgment)

Monday April
6th 1863.

Joseph O Rutter
William F Endicott
and Edward N. Whitehouse
vs
Henry Wadsworth and
Mercy Ambler

Assumpsit
Confession
of Judgt. in open
Court.

This day comes said Plaintiffs, by Blodgett & Winston their attorneys, and the said defendants by Edward G Asay their attorney also come, and waive service of process and declaration and enter and file their appearance in Writing in above entitled Cause, and Consent that Judgment may be entered in favor of said Plaintiffs and against them said Defendants for plaintiffs damages

Sustained herein to the sum of Three Thousand and Three Dollars, and Seventy five Cents and Costs.

And upon agreement of parties in open Court as shown by their stipulation filed it is ordered by the Court that Judgment be entered in favor of said plaintiffs and against said Defendants for their damages and Costs as aforesaid.

$3003.75 Therefore it is Considered that said plaintiffs do have and recover of and from said defendants their damages of three Thousand and Three Dollars and Seventy five cents, in form aforesaid confessed by said defendants, and also their Costs and Charges in this behalf Expended and have Execution therefore.

The Pleadings Proceedings and order of Judgment attachment writ and summons with the returns on the same in the case of Tyler Beldam & Co. against Thing Wadsworth and Olney Ambler introduced as Evidence by the Complainants are the same. Except as to the names of Plaintiffs and the amount of Judgment which was for $1866.90 as in the Case of Rutter Endicott & Whitehouse against the said Wadsworth and Ambler. Commenced by attachment.

The Pleadings proceedings and order of Judgment in the case of Marsh Allen & Ilsley against the said Wadsworth & Ambler introduced as evidence by the said complainants were a bond for Costs; Praecipe for Summons Common Counts declaration, an appearance and Confession of Judgment $1600 and Costs by the defendants in writing by E. G. Asay as their atty & being in substance the same as the appearance and Confession of Judgment in the case of Rutter et al. vs same defendants and the order of Judgment which was for $1600 & Costs being also in substance the same as in the Rutter case. Except as to the amount and the names of the Plaintiffs.

On the hearing of this cause the defendants Williams, Hammond & Nelson, introduced and read as evidence, the Pleadings, in the case of Mercy Ambler against David, J Hammond. John A Nelson and Baldwin, as pending in this Court, in Replevin towit:

An affidavit which is as follows

State of Illinois }
Cook County } ss

Samuel C Smith of Chicago in said County being first duly sworn deposes and says that he is the agent of Mercy Ambler, of the State of Massachusetts that the said Mercy Ambler is the owner and entitled to the possession of certain property Monies Bank Bills Postage Currency United States Treasury notes goods & Chattels towit, a lot of gold & silver Coin Bank Bills United States Treasury Notes, & Postage Currency Office furniture & fixtures of Office 34 Clark street Chicago being the identical gold & silver coin Bank Bills Treasury notes Postage Currency, furniture & fixtures taken from said office by the Sheriff of Cook County, and avers the same are and being of the value of Eight Thousand Dollars. and described in the Writ of Replevin about to be sued out of the Superior Court of Chicago by said Mercy Ambler against David J. Hammond John A Nelson, & Perkins Bass. That the said property monies Bank Bills Treasury Notes postage Currency furniture fixtures goods & chattels have been unlawfully taken and are unjustly detained by said David J Hammond John A Nelson & Perkins Bass

And deponent further says. that the same property monies Bank Bills Treasury Notes postage Currency furniture fixtures goods & chattels have not been taken for any tax. assessment or fine levied by virtue of any law of this state, or of the United States nor seized under any execution or attachment against the goods & chattels of the said Mercy Ambler liable to Execution or attachment

Saml C Smith

Subscribed & sworn to
before me this 3d day of April
A.D. 1863
Thos B Carter Clk

235 A Replevin Bond filed in said Replevin Suit, for the sum of Sixteen Thousand Dollars, dated the second day of April 1863, and signed by,

Mercy Ambler, Seal
By Saml C Smith her agent

J.D. Rutter Seal
James E Tyler Seal
Chas W Belden Seal

The Replevin Writ issued in said suit, with the Return of the Coroner endorsed thereon, together with the receipt for the property Replevied, by Saml C. Smith, agent for Mercy Ambler, which said return of Coroner, and receipt for property, are as follows to wit:

"Served by reading this Writ to the
" within described defendants; Plaintiff
" having given Bond as hereto annexed
" I have Caused the fixtures and furni-
" ture, part of the goods and Chattels with-
" in mentioned to be returned to the within
" named Mercy Ambler as I am ×
" within commanded as by her receipt
" Endorsed hereon but before the coming of this ×
" Writ to me the gold & silver Coin
" Bank Bills Treasury notes & Postage

" Currency within mentioned were carried
" away by the within named John A. Nelson
" to places to me unknown. Wherefore
" I cannot cause the same to be returned
" to the said Mercy Ambler, as I am
" within Commanded "

" Chicago April 2d 1863 "

Ernst Schmidt "
" Coroner of Cook Co. "

"April 2. 1863 "

I have this day received of Ernst Schmidt Coroner of Cook County the office furniture & fixtures of office 34 Clark street Chicago replevied by said Coroner by virtue of a Writ of Replevin issued by the Superior Court of Chicago on the 2d day of April 1863 against David S. Hammond & others and in favor of Mercy Ambler

Saml C. Smith
Agent of Mercy Ambler

And, a Declaration in Replevin filed in said cause

On the hearing of said cause, the Defendants offered and read as evidence the following, towit:

SUMMONS—CIRCUIT COURT OF COOK COUNTY

State of Illinois, } SS.
COOK COUNTY,

The People of the State of Illinois, to the Sheriff of said County—Greeting:

We command you that you as we have before SUMMON

James Wadsworth and Strong Wadsworth

if they 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 of Cook, on the first *Monday of* January *next, to answer unto*

Eli B. Williams

in a plea of Trespass on the case on promises *to the damage of the said Plaintiff as is said, in the sum of* Twenty Thousand *Dollars.*

And have you there this writ, with an endorsement thereon, in what manner you shall have executed the same.

L. S.

Witness, WILLIAM L. CHURCH, *Clerk of our said Court, and the seal therof, at Chicago aforesaid, this* fifth *day of* December *A. D. 1862.*

Wm L. Church *Clerk.*

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Circuit Court of Cook County.

January Term 1863

Eli B. Williams

VS.

James Wadsworth
et al

alias **SUMMONS.**

Filed, 24 Jany 1863

Wm L. Church Clerk.

Served by reading to the within named
defendant Strong
Wadsworth
the 10th day of December 186 2
The other defendants not found
in my county

FEES: Service, 50
Mile, 16
Return, $ 10 70c

David S. Hammond Sheriff.

By John A. Nelson Deputy

Attorney.
Perkins Bass

MONEY COUNTS AND MERCHANDISE.—Culver, Page & Hoyne, Stationers, 128 and 130 Lake Street, Chicago.

State of Illinois } ss. The Circuit Court of Cook County
Cook County, } Of the January Term, A. D. 1863

Eli B Williams Plaintiff in this Suit by Perkins Bass his attorney Complains of James Wadsworth and Strong Wadsworth late partners doing business under the name and Style of Wadsworth & Co Defendants in this suit who are Summoned &c, of a plea of trespass on the Case upon promises

For that Whereas, the said defendant heretofore, to wit, on the first day of October in the year of our Lord one thousand eight hundred and sixty two at Chicago to wit: at Chicago in the County and State aforesaid were indebted to the said plaintiff in the sum of Twenty Thousand dollars and cents, of lawful money of the United States of America, for diverse goods, wares and merchandise, by the said plaintiff before that time sold and delivered to the said defendants and 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 said 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 diverse other goods, wares and merchandise 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 unto the said plaintiff so much money as the last aforesaid goods, wares and merchandise, 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 aver that the said goods, wares and merchandise last mentioned, at the time of the sale and delivery thereof, were reasonably worth the further sum of Twenty Thousand dollars of like lawful money aforesaid, to wit, at the place aforesaid, whereof the said defendant afterwards, on the same day and year, and at the place aforesaid, had notice. *And Whereas, also,* the said defendant afterwards, to wit, on the same day and year, and at the place aforesaid were indebted to said plaintiff in the further sum of Twenty Thousand dollars, of like lawful money aforesaid, for money before that time lent and advanced by the said plaintiff to the said defendant and at the like request of said defendant . And for other money by the said plaintiff before that time paid, laid out and expended for the said defendant and at the like request of said defendant . And for other money by the said defendant before that time had and received to and for the use of the said plaintiff . And, also, in the further sum of Twenty Thousand dollars, for so much money before that time, and then due and payable from the said defendants to the said plaintiff for interest upon and for the forbearance of diverse large sums of money before then due and owing from the said defendants to the said plaintiff and by the said plaintiff forborne to the said defendants for diverse long spaces of time, before then elapsed, at the like special instance and request of the said 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 said 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 plaintiff of and concerning diverse 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 defendant then and there were found to be in arrear and indebted to the said plaintiff in the further sum of Twenty Thousand dollars, of like lawful money, as aforesaid. 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 (although often requested, etc.) have not yet paid the said several sums of money above 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 defendant have hitherto altogether refused, and still do refuse, to the damage of the said plaintiff of Twenty Thousand dollars, and therefore the said plaintiff brings suit, etc. — Perkins Bass Plffs Atty copy of account sued on

Wadsworth & Co

To Eli B Williams Dr

To Money lent and advanced —	$20.00
To Money Expended and paid out for —	$20.000
To Money received for the use of —	$20.000
To Goods wares and Merchandize —	$20.000
To Labor and Services —	$20.00
To balance on account stated —	$20.00

B Williams

vs.

Wadsworth &

Wadsworth

NARR

xteenth day of

mber A. D. 1862

L Church Clerk.

ins Bass

Att'ys for Pl'ff

Hoyne, 128 and 130 Lake Street, Chicago.

Eli B Williams
v
James Wadsworth and
Strong Wadsworth } Assumpsit

This day comes the said Plaintiff by Perkins Bates his Attorney and due personal service of process of summons issued in said Cause having been had on the said defendant Strong Wadsworth only and he being now three times solemnly called in open Court comes not, nor does any person for him but herein he makes default, which on motion it is ordered to be taken and entered of record, Wherefore said plaintiff ought to have and recover of the said defendant Strong Wadsworth impleaded with James Wadsworth 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 damages herein to the sum of Nine thousand three hundred and eighty five dollars and fifty three cents in form aforesaid assessed together with his costs and charges by him about his suit in this behalf

expended and have execution therefor
And it is further ordered that a Scire facias issue herein against the said defendant James Wadsworth returnable to the next Term of this Court requiring him then and there to appear and show cause if any he has why he should not be made a party to said judgment and execution issue against him therefor,

State of Illinois,
COUNTY OF COOK. } ss. *The People of the State of Illinois, to the Sheriff of said County, Greeting:*

We Command You, THAT OF THE LANDS AND TENEMENTS, GOODS AND CHATTELS OF Strong Wadsworth impleaded with James Wadsworth

Defendant in your County, you cause to be made the sum of Nine Thousand three hundred & Eighty five *Dollars and* fifty three *cents, which* Eli B. Williams

Plaintiff lately in the Circuit Court of Cook County, at a term thereof begun and held at Chicago, in said County, on the Third *Monday of* March inst ~~last past~~, *recovered against the said Defendant* impleaded as aforesaid *and which, by the said Court, were adjudged to the said Plaintiff for* his *damages. And, also, the further sum of* Eight *Dollars and* Sixty five *cents, which were adjudged to the said Plaintiff for* his *costs and charges in that behalf expended, whereof said defendant* is *convicted as appears to us of Record: And have you these moneys ready to render to the said Plaintiff for* his *damages and costs aforesaid, and make return of this writ with an endorsement hereon in what manner you shall have executed the same, in ninety days from the date hereof.*

L. S.

WITNESS, WILLIAM L. CHURCH, *Clerk of our said Court, and the seal thereof at Chicago, in said County, this* Thirtieth *day of* March A. D. 1863

Wm L. Church Clerk.

Circuit Court of Cook County.

Fi. Fa. No. 18334 Case No. 22169
Fee Book Vol 1 Page 99
Date March 30-1863

Eli B. Williams

Pl'ff.

VS.

Strong Wadsworth

Def't.
[illegible] H.

Damage,	$ 9,385.53
Plaintiff's Cost,	8.65
Defendant's	
	$ 9,394.18

The Sheriff will collect interest from
March 20-1863
Wm L. Church CLERK.

Perkins Bros
Plff's Atty.

Sheriff will pay Plaintiff's Costs (Jury and Witness Fees excepted) to Plaintiff's Attorney.

Wm L. Church CLERK.

Rec March 30th at 10-30 A.M. 1863

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Received April 2nd 1863 of Daniel S. Hammond Sheriff Six thousand one hundred & eighty three 53/100 dollars to apply on the within execution.
Eli B. Williams

~~Received April 2 Sheriff Six thousand one hundred 53/100 dollars to apply on the within execution~~
~~Eli B. Williams~~

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By [illegible]

By virtue of the annexed writ of Execution I did on the First day of April 1863. levy upon the following described property as the property of Strong Wadsworth to wit; in Current money Six thousand three hundred & twenty three & 53/100 dollars: the leasehold interest of said Wadsworth in the premises occupied by him for a banking house in the basement of Number thirty four (34) on South Clark Street in the City of Chicago: also all the office fixtures & furniture in said office.

After deducting my fees on execution = $140.
I ~~have~~ paid on the 2d day of April 1863 the balance ~~(including the~~
~~[illegible])~~ to the Pltff. Eli B. Williams = } = 6183.53
$6,323.53

The office furniture and fixtures were taken from me by the Coroner of Cook County on the 2d day of April 1863. by virtue of a writ of Replevin issued from the Superior Court of Chicago in a suit in which Mercy Ambler is Plaintiff and myself & others Defendants;

And afterwards towit on the Eighteenth day of the month and year aforesaid and being yet of the April Term of said Court the following among other proceedings were had and entered of record in said Court towit:

Joseph J Rutter, William H Endicott and Edward W Whitehouse.
vs.
Eli B Williams David J Hammond John A. Nelson, Henry Wadsworth Mercy Ambler, James E Tyler, Charles N Belden John H Wrenn, Samuel Marshall & Charles F Illsley } Decree

And now at this term of the Court this Cause came on to be heard upon the bill of Complaint the answers of all the defendants named therein (Except H. Wadsworth) the replication thereto. The Cross Bill of Mercy Ambler and Marshall & Illsley and the answer thereto and replications to such answers together with the several exhibits attached to said pleadings. And also the evidence taken before the master in chancery in this cause and filed herein together with the evidence offered at the hearing, as set out in the Master's Certificate in this case, and the default of the defendant Shing Wadsworth, having been entered, and the matters alleged against him in the original Bill in this Cause having been taken for confessed as against him, and the Court being fully advised in the premises does find that "the money property and effects" levied upon and seized on the execution in favor of the said defendant Eli B Williams were not liable to such levy and seizure as against the proceedings and process in favor of the complainants" Ruller Endicott & Whitehouse and of Marshall & Illsley, and Ryder Beldon & Co against Shing Wadsworth & Mercy Ambler, until the claims of those parties against said Shing Wadsworth & Mercy Ambler should be paid and satisfied out of said money property and effects"

And it further appearing to the Court, that the said firm of S Wadsworth & Co (Composed of Shing Wadsworth and Mercy Ambler) was at the time of the levy of the Execution of said Williams and still is insolvent and that the money property and effects levied upon and

249 Seized on the Execution in favor of said Williams against said Ching Wadsworth. was at the time of such levy and seizure first liable to the payment. of the several Claims of the Complainants and of Marshall & Ilsley & Tyler Bilden & Co. against said Ching Wadsworth. and Mercy Ambler. before the payment out of said money property and effects. of the claim of the said Williams.

The Court does therefore order adjudge and decree ~~the~~ that the said Eli B Williams David S Hammond Sheriff of said Cook County, and John A. Nelson. a Deputy Sheriff of said Hammond do immediately upon service of a copy of this decree upon them deliver to Ira Scott one of the masters in Chancery of this Court. the money property and effects which were levied upon and seized under the execution in favor of the said Eli B Williams against the said Ching Wadsworth and which money property and effects are more particularly enumerated and described as follows to wit:

$205 Currency. $400 Silver Coin $43 silver Coin $9.30 silver 3¢ pieces $1890 Bills (Treas notes & Bank Bills) ($990 of this was demand notes.) $150 Currency $163 Currency $85 Treas notes $75 small silver Coin 56.75 silver

Coin 11 30/100 Silver Coin $1785 50/100 gold coin, 22 1/2 Eng. sovereigns gold value $108, 2 20 franc french pieces value $7.60 1-25 franc french piece value $4 75/100 16 15/100 in Postage Currency amounting in all to Six Thousand three Hundred and sixty Dollars and forty three cents ($6,360-43) in lawful money. or in default thereof the Court doth order adjudge and decree, that said Williams Hammond & Nelson shall pay to said Master the sum of Six Thousand, three Hundred and sixty Dollars and forty three cents, in lawful money with six per cent interest thereon from April 2nd 1863, being three Hundred and Eighty Dollars and twenty four cents and in all Six Thousand seven Hundred, and seventeen 67/100 Dollars

Which money property and effects the said Ira Scott master in Chancery as aforesaid is hereby directed upon receiving said Money, property and effects, from said Williams Hammond & Nelson to pay the said Coin Currency and treasury notes or lawful money to the said Complainants, Tyler Bullen & Co. & Marshall & Ilsley, (or their solicitors who appear in this cause) to be applied upon their several judgments against the said Thing Wadsworth and Mercy Ambler as they appear in this Cause & paying to each a pro rata portion of the said Coin currency and Treasury notes or lawful money and if the same shall not suffice to pay said Judgments in full with costs and interest thereup time the said Master shall pay them in proportion to the amount of their several Judgments and if after paying said Judgments in full there shall be in the hands of said Master any surplus of said Coin currency and Treasury notes or lawful money he shall bring such surplus into this Court to abide the further order and decree of the Court and he shall make report to the Court here of all his proceedings under this order and decree

It is further ordered and decreed that the defendants Williams, Nelson and Hammond Thing Wadsworth & Mercy Ambler or some one of them pay the costs of these proceedings

And this Cause is hereby continued for such further order and decree as may be necessary to secure the rights of the parties and consistent with the practice of this Court.

252 And thereupon the Defendants, Williams, Hammond and Nelson, pray an appeal herein to the Supreme Court of this State, from the Judgment of this Court; which is allowed to them, on filing bond in the penalty of Ten Thousand Dollars, with Edward H Haddock, as security to be filed in ten days from this date.

And afterwards to wit: on the Nineteenth day of the Month and year last aforesaid the said Eli B. Williams, David S. Hammond, and John A Nelson, by their Solicitors filed in the Clerk's office of the said Superior Court of Chicago their certain appeal bond, which is in words and figures following to wit:

Know all men by these presents that We, Eli B Williams David S. Hammond, John A Nelson and Edward H Haddock, of the County of Cook and State of Illinois are held and firmly bound unto Joseph O. Rutter William H Endicott & Edward N. Whitehouse also of the same County and State, in the penal sum of Ten Thousand Dollars lawful 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 severally, and firmly by these presents.

Witness our hands and seals this 18th day of April A.D. 1864.

The condition of the above obligation is such that whereas the said Joseph O Rutter

William H Endicott and Edward A. Whitehouse, did on this Eighteenth day of Apl, A.D. 1864 in the Superior Court of Chicago in and for the County of Cook, and State aforesaid and of the April Term thereof A.D. 1864, recover a Judgment against the above bounden Eli B Williams David S. Hammond and John A Nelson, for the sum of Six Thousand Seven hundred and Seventeen Dollars and Sixty seven cents besides costs of suit from which said Judgment of the said Superior Court of Chicago the said Williams Hammond and Nelson have prayed for and obtained an appeal to the Supreme Court of said State.

Now Therefore if the said Williams, Hammond & Nelson shall duly prosecute their said appeal with effect and moreover pay the amount of the Judgment costs interest and damages rendered and to be rendered against them in case the said Judgment shall be affirmed in said Supreme Court then the above obligations to be void otherwise to remain in full force and virtue.

Eli B Williams Seal

J. S. Hammond (Seal)
John A Nelson (Seal)
E H Haddock (Seal)

Superior Court of Chicago
In Chancery.

Rutter et al
vs
Williams et al

Brought to hearing Apr. 15. 1864, on Bill Cross Bills answers & replns. & proofs.

I hereby certify that on the hearing of this cause the Complainants offered in evidence

1st. The deposition of John. C. Ambler.
2d. do " Philip Wadsworth
3d. do " Saml. C Smith.
4th. do " Edward I Markham
5th. do " John B Meyer.
6 The papers on file and record of Judgt. in the attachment suit of Complts vs. Wadsworth & Ambler.
7 do. in attachment suit of Tyler Belden & Co.
8. do in the attachment suit of Marshall & Ilsley
9 do in suit in which Williams's judgment was rendered.

That the defendants Williams Hammond & Nelson offered in evidence

1st. The deposition of Henry Sanks
2 do Wm H Mallory

3d. The Papers on file in the Replevin Suit of Mercy Ambler: vs. David J Hammond et al

John M Wilson C.J.
Superior Court of Chicago.

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State of Illinois }
County of Cook } ss.

I Thomas B. Carter Clerk of the Superior Court of Chicago, within and for the County and State aforesaid, do hereby certify the above and foregoing to be a true perfect and complete transcript of all the pleadings proofs Appeal Bond and paper certificate of evidence, now on file in my office, together with all the orders and decree made and entered of record in said Court in a certain cause lately pending in said Court on the Chancery side thereof wherein Joseph O. Rutter, William H. Endicott, and Edward H. Whitehouse, were Complainants, and Eli B. Williams David J. Hammond John H. Nelson Elisha Wadsworth, Mercy Ambler, James E. Tyler, Charles H. Belden, John H. Wrenn & Samuel Marshall and Charles H. Ilsley, were Defendants

In Witness Whereof I have hereunto set my hand and affixed the seal of said Court, at Chicago in the County aforesaid this twentieth day of April A.D. 1864

Thomas B. Carter,
Clerk,

Supreme Court

Eli B. Williams et al
Pl'ffs in Error
vs
Joseph O. Rutter et al
Defts in Error

And now come the said Plaintiffs [illegible] by Perkins Bass and Farwell & Smith their Solicitors and say that in the Record and proceedings aforesaid and in the rendering of the decree aforesaid there is manifest Error, in this, to wit:

1st – The Court below erred in finding and decreeing that the money, property and effects levied upon and seized on the Execution in favor of the said Eli B. Williams were not liable to said levy and seizure as against the proceedings and process in favor of the said Rutter, Endicott & Whitehouse, Marshall & Ilsley, and Tyler, Baldwin & Co, against Strong Wadsworth & Mercy Ambler, until the claims of those parties against said Strong Wadsworth & Mercy Ambler should be paid and satisfied out of said money property and effects.

2d – The Court below erred in finding and decreeing that the Pl'ffs in Error had not the right, as against the Defts in Error, to retain the said money, property and effects satisfaction of the said execution in favor of the said Williams.

3d The Court below erred in decreeing that the said Pl'ffs in Error should deliver unto Ira Scott, master in Chancery, the said money property and effects.

4th The Court below erred in decreeing that the Pl'ffs in Error should pay to the said Master the sum of $6,717 67/100 in default of delivering the said [illegible] money levied above.

5th The decree of the Court below is not warranted by the proofs.

6th The Court below should have dismissed the Original bill and Cross bills for want of equity.

Perkins Bass &
Lowell & Smith
Sols for Pl'ffs in

Joinder in Error
Blodgett & Winston for Dfts in Error
Scammon McCagg & Fuller
For Dfts in Error

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Eli B. Williams et al
vs
Joseph O. Rutter et al
Record & Errors

Filed April 21. 1864
L. Leland

Smith $16.[illegible] Clk