

14531

No. _____

Supreme Court of Illinois

Livingston et al

vs.

Wiler

71641  7

STATE OF ILLINOIS,
SUPREME COURT,
Third Grand Division

No. 231

Muler
vs

Spring

1868

14531

[Large handwritten signature]

SUPREME COURT OF ILLINOIS,

THIRD GRAND DIVISION.

APRIL TERM, A. D. 1863.

JOHN WILER, DEFENDANT IN ERROR, }
ADS. }
MARIETT LIVINGS ET AL, ^{PL 668} ~~PL 668~~ DEFENDANTS IN ERROR. }

POINTS AND ARGUMENT OF DEFENDANT IN ERROR.

The plaintiffs in error claim that the mortgage was not signed by Mrs. Livings, or, if signed by her, that she did not at the time know it was a mortgage.

Before advertng to the evidence as to the genuineness of the signature, let us consider

Facts which are not disputed, and which, arranged in chronological order, are as follows, viz:

By some one,
August 10 1857. The mortgage must have been made on or about that day. Frisbie is mortgagee and Joy is witness. At this time Joy and Frisbie were wealthy and doing a large and lucrative business. Mrs. Livings was a milliner, unmarried (having been divorced from her husband), having no family but her daughter, a young girl 12 years old. Joy and Frisbie were her bankers. They collected her rents, paid her taxes, and managed her business generally. She was at this time improving the Wells street lot (the mortgaged property) at an expense of about \$4,500. Her account with Joy and Frisbie had been drawn down so that but little, if anything, was due her, and from \$2,000 to \$3,000 more would soon be needed to pay the contractors. Under these circumstances, it would seem to be a very prudent and natural thing for her to

Page 94. of Record
Answer No. 18
P. 80 + 83.

make a note for \$3,000, secured on the property she was improving, so that she might be in funds, and that Joy and Frisbie might not be embarrassed in the management of her affairs.

P. 31

August 15, 1857. Calvin DeWolf, a justice of the peace, certified upon the mortgage that the execution thereof was proved before him by Hiram Joy, the subscribing witness thereto, but the certificate is defective in form.

December 26, 1857. The mortgage, so signed, witnessed and proved, was filed for record.

P. 84.
" 98, Aug 46.
" 106, " 74 to 76.
" 77.

December 8, 1858. Frisbie sold, endorsed and delivered the note and mortgage unto Aaron Miller, and received therefor \$2,895, which sum was that day credited to Mrs. Livings by Joy and Frisbie, in their account with her upon their books.

August 12, 1859. Joy and Frisbie paid \$125 interest on the mortgage, and charged the same to her in her account.

P. 81

February 17, 1860. Joy and Frisbie rendered unto Mrs. Livings a statement of their account with her, showing a balance due her of \$2,493.56. Joy says she did not examine the items, but did see how the balance stood. There is no pretence that she found any fault or expressed any surprise at this time. Would she not have been surprised at finding a balance in her favor of \$2,495.56, unless she had known that the \$2,895, the money received on the sale of the note and mortgage, had been placed to her credit?

P. 86.

P. 91, Aug 19.

May 22, 1860. DeWolf's certificate being considered informal and insufficient, Joy goes before a notary and is sworn as subscribing witness to the mortgage, and proves its due execution, and a proper certificate is endorsed thereon.

P. 31 + 32

June 6, 1860. Mrs. Livings and Joy and Frisbie unite in a written request to Miller to extend the time for the payment of the mortgage to the 10th of August then next. On the same day, Joy and Frisbie pay \$64.50 interest on the mortgage, and charge the same to her in their account.

P. 33.

At this time Joy and Frisbie were perfectly good, being worth sixty thousand dollars.

P. 20.

P. 86.

October 31, 1860. Joy and Frisbie render unto Mrs. Livings a full statement of their account with her up to that date, showing a balance due her of \$3,024.92.

P. 100

Ans 60 & 65.

November, 1860. Joy and Frisbie fail in business and make a general assignment for the benefit of creditors, and especially for the benefit of Mrs. Livings, the balance due her being preferred as the first debt to be paid.

P. 45.

November 6, 1860. Mrs. Livings commenced a suit against Joy and Frisbie, to recover the said balance due her on the account so rendered, to which suit a defence was interposed but was finally withdrawn.

P. 67, & 68.

Ans 106, Ans 70 & 73.

Dec. 27, 1860. Judgment was rendered in her favor for \$\$3,300, and execution was issued and levied upon real estate worth \$10,000, and she filed a bill to set aside a fraudulent conveyance, and is still prosecuting that suit with a prospect of success.

It is difficult to conceive how all these things can be true unless the note and mortgage were signed by her. We should scarcely expect that she or her advisers would have the courage to come into court and disown an instrument of hers, which they had all of them so long and so repeatedly recognized as legitimate.

II.

She would have us believe that Frisbie either forged her name, or fraudulently obtained her signature to papers which were not explained to her.

What motive could Frisbie have to commit such a crime? Joy and Frisbie were solvent. They could make nothing out of such a fraud. They credited to her the amount they received for the note and mortgage the very day they received it. They did not fail until two years afterwards, and she could at any time during those two years have called upon them to pay the balance due her, and in case of refusal, could have collected it. Joy and Frisbie during all this time were as well known and in as good credit as any business firm in Chicago, and did not need to call on her to sign notes or mortgage property for their accommodation. If they had needed such assistance from any one, it is not probable they would have called upon this obscure milliner, who writes so seldom that it is almost impossible to prove her signature, and whose daughter finds

herself unable to say whether a signature shown her is the mother's or her own: much less probable is it that Frisbie would have forged her name for the purpose of raising money for her benefit. That would be a sort of disinterested recklessness, which Joy himself would scarcely indulge in.

III.

We next come to the question,

Was the mortgage signed by Mrs. Livings? Though it would seem to be a question of little importance, after she had thus recognized it as hers, received the benefit of it, paid interest upon it, brought suit against Joy and Frisbie for the balance due her upon an account in which she was credited with the amount received from Miller, obtained judgment and was still endeavoring to collect it with a prospect of success.

But how stands the proof?

Mrs. Gould had a lease given her by Mrs. Livings and had seen her write. She thought the signatures to the mortgage and note genuine.

Then there was the extension paper of June 6, 1860, admitted to have been signed by her. The court below had the right to look at all these papers and compare the signatures. It was not thought necessary on the part of the plaintiff in the court below to give further proof on that point. The court had no difficulty in finding that she executed the note and mortgage, as the decree shows.

What is the rebutting testimony.

Joy is their most prominent witness. Viewing his testimony in the most charitable light possible, it is evident that not the least reliance is to be placed either upon his memory or his judgment. He had signed the mortgage as witness. He was Mrs. Livings' particular friend and adviser, and would not have been likely to have witnessed such a formidable looking document without being sure it was all right. He admits that in May, 1860, he was sworn, and proved its execution. There can be no doubt but that he was also sworn for the same purpose before DeWolf, August 15, 1857. He does not now recollect it, neither does he recollect that he signed his name as witness, but *there* is his signature which he admits is genuine, and *there* is DeWolf's certificate. He is

P. 21-22.

P. 94, Ans. 10.

P. 92-93.
Ans. 1 & 2.

P. 94
Ans 11-13.

not much acquainted with her handwriting, but thinks this signature looks better than hers.

John Bond is their next witness. He was Joy & Frisbie's book-keeper all this time. Is not sufficiently acquainted with her handwriting to testify to her signature, but thinks she did not write so good a hand.

P. 109 - Ans. 11.

P. 109 - Ans 9.

P. 113-114.

It is worthy of notice that this witness, Bond, on his first examination, on May 14th, 1862, swore that he never heard or knew anything of the mortgage until the fall of 1860. He also said, that the last of October, 1860, he made out her account in full, and there was a balance found due her of over \$3,000; and he would have us understand that Joy and Frisbie were owing her that sum irrespective of the mortgage. At his further examination, on the 3d of June, 1862, this account, which he had made out and presented to Mrs. Livings, was produced and shown to him. He then attempted to break the fall, which he saw inevitable, by stating that Mrs. Livings did not have her attention called to the credit of \$2,895, and that she had no opportunity of knowing thereof before that time. Bond could not have been ignorant of the existence of the note and mortgage until the fall of 1860, for there are his own entries as book-keeper, showing the money received from Miller on the sale to him, and the payments of interest. That same account rendered by him shows that he had previously rendered Mrs. Livings an account, to wit: on the 17th February, 1860, containing these same items relating to the mortgage. This must be the same settlement referred to by Joy, when he says: "There was a settlement had in March, 1860, along about the first of March, 1860. She looked over her account with Mr. Bond, and found she had paid up everything she owed. He congratulated her upon her good luck; Mr. Bond did. I was there at the time, and saw them." This statement of Joy's is to be taken at the usual discount, but it is safe to say that he was present when Bond and Mrs. Livings looked over the account of February 17, 1860.

P. 86.

P. 91. Ans 19.

P. 115

Jennie White, the daughter of Mrs. Livings, is the next witness. She was seventeen years old when she testified, or 12 years when the note and mortgage were given. She is very positive in her opinion that the signatures to the note and mortgage, are not in the hand writing of her mother, because they are written finer and better than her mother can write. But she cannot say in whose handwriting is the signature to the lease: thinks part of it looks like her mothers' and part of it like her own, but don't know whether she wrote it or not. If she does not know her own signature, she cannot be very high authority as to the signature of her mother, made years ago.

P. 116, 117.

Ans 1-4.

P. 119-120.

P. 121. Ans 11-12

P. 126. -127

" 129 -130

" 128.

Calvin De Wolf is the next witness. Thinks she writes a coarser and heavier hand. But from the cross-examination, it seems she and Joy called upon him, after the commencement of this suit, and she then gave him specimens of her coarse and heavy style of writing, to prepare him to testify for her, and his opinion is founded upon those specimens alone. But he thinks the signature to the lease resembles the signature to the mortgage more than it does the writing which she exhibited to him at the time referred to.

William Cooper, the only remaining witness in this point, thinks the signatures are written in a better hand than she writes. But he has as much trouble with her signature to the extension paper as he has with the mortgage. And it seems he had been prepared by Mrs. Livings, for his examination, by a display of her modern "coarse writing."

IV.

But the counsel for the plaintiffs in error, say that if the mortgage is deemed valid, it is valid for only the balance due from Mrs. Livings to Joy & Frisbie, at the time it was sold to Miller. The authorities seem to point the other way.

Reeves vs. Scully, Brothers Chy. Rep., p. 248.

Martin can roll: Collins & Chandlers, Wis., Rep. 153.

According to these decisions no defence can be interposed to the mortgage, which cannot be interposed to the note. This would seem to be a safe and reasonable rule. Securities of this kind are so common and are so often negotiated, that it would seem that the interests of the public would be best subserved, by holding that the collateral is to be governed by the same rule as the principal indebtedness.

But however the law may be on that point, it cannot affect the rights of the holder of the mortgage in question. The note and mortgage were given to Frisbie. He assigned them before due, and received nearly the full amount due on them. Mrs Livings has no account against Frisbie.

And then, she did not claim that the moneys received by Joy & Frisbie for rents, &c., were to be applied in payment on the note or mortgage. On the contrary, she acquiesced in the sale to Miller; had

the benefit of the sale by having the amount received credited to her on the books of Joy & Frisbie, and finally brought suit and obtained judgment for the balance due her according to their books. She cannot thus blow hot and cold at the same breath. If Frisbie, instead of selling the mortgage to Miller, had chosen to call it his own, and had given her credit on the books of Joy & Frisbie, for the amount thereof, and she had thus acquiesced, and prosecuted the firm and obtained judgment against them, and Frisbie were to proceed to collect the note or foreclose the mortgage in his own name, she would have no right to bring in the old accounts with Joy & Frisbie, as payment or set off.

V.

There was no error in decreeing an immediate sale without fixing a day for payment. The cases where this Court has held that the decree should give a time for payment before sale, were cases where there was no time for redemption given by law.

Link vs. Architectural Iron Works, 24 Ill., 551
Claycomb vs. Ceicl, 27 Ill., 497.

It is a maxim of the law that when the reason for a rule ceases, the rule itself is to be dispensed with.

FARWELL & SMITH.

Atty for Dept in Error

231 - 79

John Miller
Deft in Error
ad3

Monica Livings
et al
Deft in Error

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Deft in Error

Filed May 4th 1863
L. Leland
Clerk

Farnell & Smith
Atty for Deft in Error

SUPREME COURT OF ILLINOIS,

THIRD GRAND DIVISION.

APRIL TERM, A. D. 1863.

MARIETT LIVINGS,
ALMON FULLER AND
AUGUSTUS FRISBIE, } *Error to the Superior Court of Chicago.*
vs.
JOHN WILER. }

POINTS FOR THE PLAINTIFFS IN ERROR.

I.

The mortgage was not executed by Mrs. Livings. It was never acknowledged by her, and the certificate of proof under which its admissibility might be claimed, is overthrown by the testimony of Joy, the alleged subscribing witness. His testimony shows that the mortgage was without consideration, and not signed by Mrs. Livings, or, if signed by her, not known to be a mortgage, and that he did not himself know that it was such instrument when the certificate of proof was made; and, also, that in his opinion the signature was not in her handwriting.

On the part of the complainant, Mrs. Gould alone, the only witness as she was, testified that in her opinion the signature to the note and mortgage was genuine. She had been a tenant of Mrs. Livings for a few months, and there had been difficulty between them, in this that the witness had been sued for the rent. She claimed that she had seen Mrs. Livings sign her name to the lease and three receipts for rent endorsed thereon, and thus formed the opinion so expressed.

On the other hand, there is the testimony of Joy, Bond, Mrs. Jennie White, D'Wolf and William Cooper, to the effect that in their opinion the signature was not genuine.

Mrs. White was a daughter of Mrs. Livings, more familiar with her mother's handwriting than perhaps any other person : and by her it was shown that two of the signatures sworn by Mrs. Gould to be those of Mrs. Livings, were made by Mrs. White, herself.

The fact that Mrs. Livings was not called upon to acknowledge the mortgage makes it more suspicious. It was not duly authenticated at the time it is alleged to have been assigned to Miller. He, instead of going to Mrs. Livings with it, or requesting an officer to go and get her acknowledgment, called with a notary upon Joy, and the notary then added a certificate, the foundation of which is overthrown by Joy, as above stated. The fact that the mortgage was unauthenticated, coupled with the other fact that Miller held it until after its maturity, without giving any notice to Mrs. Livings, and then sought, in the manner above indicated, to prove its execution, impeaches his connection with it as assignee.

The same may be said, too, of the manner in which he obtained the extension paper of June 6, 1860. Evidently by the undisputed testimony of both Mrs. Fullagar and Mrs. White, he procured Mrs. Livings' signature to this, on the pretense that it would release her, and enable him to collect the money of Joy & Frisbie, then in good credit ; she at the same time denying the execution of the mortgage, to which, however, this extension paper did not refer.

The fact that in the account of Joy & Frisbie with Mrs. Livings, credit was given on their books for moncys alleged to have been received from Miller for this mortgage, and that this ran into the account rendered to Mrs. Livings, which, in a suit afterwards brought by her against Joy & Frisbie, was a part of her claim against them, may deserve brief attention. We maintain that if she did not execute the mortgage this will not make it binding ; the question being, after all, Did she execute it? And this being offered as evidence in a manner tending to show that she did. But the effect of this testimony is destroyed by two or three considerations.

First. There can be no pretense that the note and mortgage were sold with the assent or knowledge of Mrs. Livings, nor that she knew of any such entries in the account at the making of the same. The

evidence shows, on the contrary, that she did not have any such knowledge, and that when first informed of such entries she denied their correctness, and disclaimed them.

Secondly. The suit was brought after the somewhat formidable claim had been made against her by Miller, as the holder of the note and mortgage, in view of which claim, however unjust, she may well have supposed it prudent and advisable to get money enough from Joy & Frisbie to meet it, if she could do so, and thus be assured of not losing by the claim: such it clearly appears was her reason for bringing the suit, and that with the expectation created by Joy & Frisbie that the judgment would be satisfied.

II.

The evidence of Joy is sufficient to show that if the name of Mrs. Livings was signed to the note and mortgage, the same was obtained by fraud, as asserted in her answer, for neither she nor Joy, who had the chief charge of her business, knew that there was such mortgage until after it matured.

III.

Again, waiving for the moment the considerations already presented, the decree is erroneous, because, if the mortgage be deemed valid, the moneys paid by Mrs. Livings to Joy & Frisbie before she had notice of the assignment of the mortgage, should have been deducted from the amount of the mortgage. She did not have such notice until about June 6, 1860, and at that time, as will appear from the accounts produced by the complainant himself, they were indebted to her in at least \$ 2548. See pp. 79-87 of record, *Abraham's testimony*, p. 20 *ibid.*

This principle is supported by

James v. Morey, 2 Cow., 246-7.

Cameron v. Irwin, 5 Hill, 275.

Hodgdon v. Naglee, 5 W. & S., 217.

Reed v. Marble, 10 Paige, 409.

N. Y. Life and Trust Co. v. Smith, 2 Barb., Ch. 82.

2 *Lead. Cas. in Eq.*, Part 2, p. 240, ed. of 1852.

The case in *Walker's (Mich.)¹ Ch. R.*, and that in 4 *Chandler (Wis.) R.*, cited on the other side are not authoritative. They stand alone, opposed to numerous authorities; and would make the mortgage negotiable like the note. But the mortgage was not negotiable.

Baxter vs. Roelofson, 8 *Am. Law Reg.* 477.

The statute giving this privilege to the note does not extend it to the mortgage.

The check introduced by the complainant, claimed to have been given by Miller for the note and mortgage, and being for \$2,895, in amount, runs to Joy and Frisbie; but at its date the balance due from Mrs. Livings to them was only \$950.15; and under the principle above announced the assignee would in a suit on the mortgage, be limited to this amount. See *1st Washb. on real prop.*, 528, where it is said * * "the assignee of a mortgage cannot, as a general proposition, enforce it for more than was actually due from the mortgagor when it was assigned," citing 4 *Ves.* 118.

X record: p. 20.

IV.

There was error likewise in decreeing an immediate sale, without fixing a day for payment.

ARRINGTON & DENT,

Attorneys for Plaintiffs in Error.

231.

Marrett Livingst, et al.,

John Wiles.

Pls! Points.

Filed April 29 1863
L. L. W. Clerk

Supreme Court of Illinois,
April Term, 1863.

Marion Livings et al. }
vs. } Error to Superior Court
John Wiler. } of Chicago.

Written Argument for plaintiffs in Error.

In addition to the points in the printed brief, the following considerations are submitted.

First. The proof and registration of the mortgage, in this case, were invalid, as being contrary to the spirit and meaning of the recording act, and a palpable fraud against the mortgagor. Because Goy, the alleged "subscribing witness", who made the proof, was the partner of Frisbie, the mortgagor, and in reality a party, with the latter, to the mortgage. This is evidenced, in the clearest manner, by the fact, that all the dealings of Mrs. Livings were with the firm of Goy and Frisbie, and by the still more significant fact that, upon the sale of the mortgage, the money was paid by Miller to them, and credited on their books to the

account of Mrs. Livings.

Hence, as Goy was a party in interest, and in fact, though not in name, one of the mortgagees, he could not legally be a "subscribing witness."

1 Greenleaf's Evidence, Sec. 579 a; Sec. 572 & notes;
Melius vs. Mitchell, 1 Baym. p. 19;
Amherst Bank vs. Root, 2 Metcalf, p. 522.

It would open a door to the most shocking frauds, if one partner, as subscribing witness, could prove up a mortgage for the other, and after making proof under the statute, sell the conveyance and pocket the proceeds.

And Miller the assignee knew the fact: because he gave a check for the mortgage, payable to Goy and Frisbie. Record, p. 77.

Second. The conduct of Miller, in another particular, is strongly tainted with suspicion. Because he was aware, from the recital in the mortgage, that Mrs. Livings was a resident of Chicago; and yet when he discovered that the proof was defective, he did not apply to procure her acknowledgement, but again took the proof by Goy, whom he knew to be

jointly interested with Frisbie in the mortgage.

Third. The execution of the mortgage is disproved even by Goy.

It may be said, however, that having once proved it, his subsequent evidence to the contrary, renders him utterly incredible.

So be it. But how does that help the case of the defendant in error? It only shows, in addition to the fact that the pretended subscribing witness was a party, that he was also wholly unworthy of credit. Then, where is the evidence that Mrs. Livings ever executed the mortgage? Having denied the fact under oath, and thus overcome the prima facie presumption arising from the registration, the execution should have been established by the subscribing witness. But he disproved it. And all the other witnesses, but one, disproved it. Therefore, as the case stands, there is no sufficient evidence that Mrs. Livings ever executed the mortgage; while there is most cogent evidence against the fact. The a priori probability, too, is against it. For, there is no pretence that she received any money, upon the execution;

or that she owed Joy and Frisbie any debt to be secured; or that she had any sort of reason or motive for giving such a mortgage. Her anguish and fears, her half insanity, when she first learned the existence of such a mortgage, show that she never executed it.

Fourth. The giving of "the extension paper", as it is called, was procured by the fraudulent representations of Miller. The mere fact that he procured it, reveals the truth, that he was conscious of the fraud or forgery attaching to the mortgage. Else, why did he seek to strengthen his title. But, at all events, he procured that paper, by promising Mrs. Livings that she should not be further troubled in the matter, and that he would make the money out of Joy and Frisbie. And, therefore, he should be held, in equity, to stand upon his representations.

Fifth. The bringing of the suit, by Mrs. Livings, and the recovery of judgement, against Joy and Frisbie, ought not to prejudice her just defence against this forged or fraudulent mortgage. When she found

herself in danger of losing the last dollar of her hard earnings of many years, by the wickedness of others, it is no matter of wonder that she should seek to get some security against the danger impending over her all; that she should attempt to provide against the contingency of her possible loss in the prospective suit by Miller. She did not thereby ratify the mortgage in the hands of Miller. She did nothing, said nothing, as to him, or his agents. She only said to Joy and Furbie, who had so deeply wronged her: "Make me this provision, inadequate though it be, against the possibility of a great damage against your own wrongful conduct." And there ^{are} few men of even the strongest intellect, and calmest temperament, who would not, under the pressing circumstances have said the same thing.

Besides, the suit of Mrs. Livings was commenced at the suggestion of Joy himself, in order to give her the first lien. Record, p. 103.

Nor can the suit be treated as a ratification, for the reason that the bill does not allege a ratification. Therefore, that point is not in issue by the pleadings. And the plaintiff must recover,

if at all, secundum allegata et probata.

Arrington & Leent,
for Plaintiff in Error.

79-231
Supreme Court, 27
April Term, 1863.

Mariett Livings, et al.

vs.

John Wiler.

Argument for
plaintiff in Error.

Given May 12, 1863

J. S. Leland
clerk

Arrington & Sons.

(1)
UNITED STATES OF AMERICA,

STATE OF ILLINOIS, COUNTY OF COOK, SS.

Plas, 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 Fifth day of January in the year of our Lord One Thousand Eight Hundred and Sixty Three and of the Independence of the United States of America the Eighty Third

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

Van S. Higgins } Judges.
Grant Goodrich }

Duffy Knott Prosecuting Attorney.

David S. Hammond Sheriff of Cook County.

Attest, Thomas B. Carter Clerk.

Per it remembered that Marriott Davis, on the Twenty Second day of November in the Year of Our Lord One Thousand Eight Hundred and Sixty one was issued out of the office of the Clerk of the Superior Court of Chicago the Perils Writ of Summons which said writ with the Sheriff returns there enclosed an in words and figures following to wit

State of Illinois }
County of Cook } for

The Perils of the State of Illinois
To the Sheriff of said County - Greeting;

We Command You that you summon
Marriott Davis, Augustus Finckie, Aaron Miller
and Aaron Fuller if they shall be found in your

(2)

in Cook County, personally to be and appear before
the Superior Court of Chicago in said County of Cook
on the first day of the next Term thereof, to be holden at
the Court House in the City of Chicago, in said County
on the first Monday of December next to answer unto
John Wilder in his Certain Bill of Complaint
filed in the said Court on the Chancery Side thereof

And how you there and then this writ, with an
endorsement thereon, in what manner you shall have
executed the same

Witness Walter Kimball, Clerk of said Court,
and the Seal thereof, at the City of Chicago, aforesaid
the 22nd day of November A D 1861



Walter Kimball

Clerk

Said this writ as the within named Garnett Livingston
Augustus Forbie and Aaron Miller, by delivering a copy
thereof to each of them. Aaron Miller not found in any
County the 22nd day of November 1861

Anthony String Sheriff
By A. Brown Deputy

And on the same day and year aforesaid the said
Complainant John Wilder by James S. Smith his
Solicitors filed herein his Certain Bill of Complaint
in words and figures following to wit

(3)

State of Illinois
Cook County 3 ss.

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

Your orator John Wiler of the City of Philadelphia, in the State of Pennsylvania humbly complaining shews unto your Honors, that Mariett Livings of Chicago, in said County on or about the tenth day of August in the year eighteen hundred and fifty seven made and delivered unto Augustus Trisbie of Chicago, her promissory note dated that day and providing for the payment unto the order of the said A. Trisbie of the sum of Three thousand dollars in two years from the date thereof with interest at the rate of ten per cent per annum: payable annually; at the Marine Bank Chicago. And the said Mariett Livings to secure the payment of the said note did at the same time execute under her hand and seal and deliver unto the said Augustus Trisbie a mortgage bearing even date with the said note and conditioned for the payment of the said principal and interest in the said note mentioned, by which she mortgaged unto the said Trisbie and unto his heirs and assigns forever, Lot three (3) in Block, Humbert (4) in Newberry Addition to Chicago, in the County of Cook and State of Illinois; which mortgage was duly recorded in the Records office of Cook County on the 26th day of December 1857

(4)

in Book 34 of Mortgage page 641 as by the said note and mortgage and the certificate of acknowledgment and of the recording thereof thereon endorsed and ready to be produced as this Court shall direct will more fully appear.

And your orator further shows that on the 8th day of December A.D. 1858 the said Augustus Trisbie for value received to wit in consideration of Dollars to him in hand paid by Aaron Miller endorsed assigned and delivered unto him the said note and mortgage, and that the said Aaron Miller afterwards, and on or about the 23d day of April A.D. 1861 for value received assigned endorsed and delivered the said note and mortgage unto your orator, who is now the legal holder and owner thereof.

And your orator further shows that the sum of Three thousand Dollars with interest thereon at the rate of ten per cent per annum from the 10th day of August A.D. 1858 - remains unpaid and is now justly due unto your orator upon the said note and mortgage.

And your orator further shows that at the time the said Marietta Kings gave the said Mortgage as aforesaid, she was seized of an estate in fee simple in and to the said premises and was in possession of the same.

And your orator further shows upon his information and belief that one Aaron Fuller claims to have a mortgage upon the said premises, dated Dec 12th, A.D. 1860

(5)

given to secure the payment of fifteen hundred dollars, one year from that date with interest at ten per cent per annum, but your orator says that whatever claim the said Aaron Fuller may have by means of the said mortgage or otherwise, is subsequent to the said mortgage held by your orator as aforesaid and is subject thereto.

To the end therefore that the said Marietta Livings, Augustus Frisbie, Aaron Miller, and Aaron Fuller, may answer this bill of complaint (but not on oath, the answer, under oath of the said defendants being hereby waived pursuant to the Statute,) and that the usual decree may be made for the sale of the said mortgaged premises, and for the payment of the amount due unto your orator for principal and interest upon the said note and mortgage, and the costs of this suit, and that the said defendants and all persons claiming under them either as purchasers or incumbrancers or otherwise may be barred and foreclosed of all equity of redemption in the said premises - And that your orator may have such further, other or different relief as to this court may seem proper and agreeable to equity - May it please your Honors to cause the defendants above named to be summoned pursuant to the Statute and the practice of this court and your orator will ever pray &c.

Fairwell & Smith,
Sols for Compt.

(6)

And afterwards to wit on the Second day of
December in the Year aforesaid, Merritt
Living and Almon Fuller two of the Defendants
in the Cause filed, by Armistead and Dent their
Attorneys; their Certain Answer in words and figures
following to wit

(7)

The joint and several answers of Marietta Livings and Aaron Fuller also hath been sent by the name of Aaron Fuller, two of the defendants, to the Bill of complaint exhibited against them, and Aaron Miller and Augustus Trisbie, by John Wiles, in the Superior Court of Chicago.

These defendants, saving all right and advantages of exception to the manifold errors and imperfections in the said Bill of Complaint contained, for answer to so much and such parts of said Bill as they are respectively advised it is material or necessary for them to answer - answering say, That it is not true that the said Marietta Livings executed the note and mortgage or either of them, no said Bill described and therein stated to have been given to Augustus Trisbie. Whether the said pretended note and mortgage have been assigned, or whether either of the same has been assigned by said Trisbie to anyone, these defendants are not informed save by said Bill, and therefore can neither admit nor deny such assignment, but leave the complainant, to make proof thereof as he shall be advised.

These defendants, in information and belief deny that there has been any actual or bona fide assignment of either said note or said mortgage by the said Aaron Miller to the complainant aforesaid, and further

(8)

on information and belief state that said Aaron Miller has for some time claimed to hold such pretended note and mortgage, and without really parting with his pretended interest therein uses the name of the complainant as a mere cover to enable him the said Aaron Miller by testimony which he threatens to give, to charge this defendant, Mariett Livings, and her estate in the Bill described, with said pretended note and mortgage.

This defendant Mariett Livings further says that if her signature is really affixed to said pretended note and mortgage or either of them, as she does not believe to be the case, she affixed the same without knowing the contents of said note and mortgage or either of them, and that said pretended note and mortgage, if her name has really been affixed thereto, were obtained from her by fraud, coim and misrepresentation. She further says that she has no recollection whatever of giving said note and mortgage or either of them, and that she would not knowingly have given either of them, because she did not owe the money therein specified; that at the alleged date of said note and mortgage; and for a long time before and after that time, the property in said mortgage named, was put and left by this defendant in the charge of Joy and Finbie, a firm then composed of Hiram Joy, and said Augustus Finbie, to let the same and receive the rents thereon; that they, or one of them, frequently called on this defendant to sign

(9)

leases, receipts and vouchers, touching said property; that this defendant reposed great confidence in said Joy & Frisbie, and signed some papers when presented by them without much inquiry, but always upon the understanding that such papers were nothing more than such receipts, vouchers or leases respectively; that she may thus have signed some papers in blank, though she has no special recollection of having done so at any particular time; that she was and still is but little skilled in business, and has but little knowledge of the forms of legal documents, so that she might easily be imposed upon by the giving of false names to documents presented to her for signature; that therefore she was compelled to rely on others for information as to the names and character of such documents; but that she has always known the distinction between a lease and a mortgage, and that she knows none of the documents ever presented to her for signature, was stated or known to her to be a mortgage of the property in the Bill described, nor was any of the papers so presented to her stated or known to her to be a note for the amount stated in the said Bill of Complaint.

This defendant therefore says that if her signature was affixed to such pretended note and mortgage or either of them when the same were blank or otherwise, she was imposed upon in reference thereto and that such papers if so signed by her, either in blank or otherwise, were not represented or known to her to be

a note and mortgage, but were represented to her, and by her believed to be a receipt or like voucher and a lease, and that the fraud, cover and misrepresentation in reference to the same, as above alleged, consisted in obtaining the same from this defendant, on the false pretence that the said pretended note and mortgage were merely a lease, and a receipt or like voucher as aforesaid, such as this defendant had been in the habit of signing on applications of said Joy & Trisbie, and that this defendant would not have signed the same, (if indeed she ever did so) if she had not relied on such pretence, or if she had known to the contrary thereof, or if she had known that the documents were a note and mortgage such as are described in said Bill.

This defendant Marietta Livings, further says, that said Joy & Trisbie received the rents and profits of the real estate in the mortgage described, and also the rents and profits of other real estate of this defendant from about the 5th day of March A.D. 1856, to the 31st day of October A.D. 1860, and also received from and on account of this defendant between said dates, divers large sums of money, amounting in all to a large sum, to wit, \$1500. that defendant Augustus Trisbie was one of the members of said firm of Joy & Trisbie, and for them, and on their account held, if he held at all, said pretended note and mortgage; that the money so received by said firm, were by them received

(71)

for and on account of any indebtedness which at the receipt of such moneys existed or should thereafter exist from this defendant to said Joy & Christie, and that said note and mortgage if it be true that the same were obtained from this defendant in such way as to be binding in any manner whatsoever were fully paid and satisfied by the payment to and receipt by said Joy & Christie of the aforesaid moneys of this defendant Mariett Livings as aforesaid, and before this defendant had any notice whatsoever with reference to said pretended note and mortgage or any assignment thereof.

This defendant Almon Fuller claims an interest in the real estate in the Bill described under a mortgage thrown from defendant Mariett Livings and insists that said property is not subject to the pretended mortgage in the Bill mentioned.

These defendants deny all and singular the allegations in the Bill not above referred to.

And now having fully answered these defendants pray to be hence dismissed with their costs in this behalf most unjustly sustained.

Mariett Livings

Almon Fuller.

By Arrington & Dent, his Solrs.

(12)

State of Illinois
Cook County, E. S.

Mariett Livings being duly sworn, says on oath that she has heard, read the foregoing answer by her subscribed, and believes the allegations therein made to be true, and further believes that she did not execute the note and mortgage described in the Bill of Complaint.

Subscribed & sworn Mariett Livings..

to before me this 2nd
day of December A. D. 1861.

Wm. B. Carter Clerk

And on the same day and Year aforesaid the defendant Augustus Fribie by Amos J. Dent his Solicitor filed with his Custans a return in words and figures following to wit

The Separate Answer of Augustus Fribie to the Bill of Complaint exhibited against him and Mariett Livings. Aaron Miller and Aaron Fuller by John Wiles in the Supreme Court of Chicago

This defendant. Livings all right and admits of exception to the manifold errors and imperfections in the said Bill of Complaint contained for Answer to so much and such parts of said Bill as he is advised it is material or necessary for him

(13)

To Answer, Answering Party,

That the several allegations in said Bill of Complaint contained are untrue; Wherefore this defendant denies said allegations respectively

And now having fully Answered this defendant, prays to be hence dismissed with his Costs in this behalf successfully sustained

Augustus Fribie

And afterwards to wit, on the Twentieth fifth day of January in the Year of our Lord One Thousand Eight Hundred & Eighty two, the Appearance of Aaron Fuller one of the defendants in this Cause was entered herein in words and figures following to wit

In the Supreme Court of Chicago
In Chancery
John Gilbo

^{vs}
Marcellus Living Augustus Fribie
Aaron McEllen & Aaron Fuller.

I Aaron Fuller, one of said defendants, do hereby enter my personal Appearance in this Cause, and approve of the filing of an Answer in my name and behalf by Messrs Armstrong & Dent as my Solicitors

Dec 16th 1861

Aaron Fuller

And afterwards to wit on the Same day and Year aforesaid the Complainant by Hammett & Smith his Solicitors filed

(14)

herein his Contents Replication in words and figures following to wit.

Superior Court of Chicago in Chancery
 The Replication of John W. W. Complainant to
 the joint and several answers of Mariett Siringo and
 to the several answers of Augustus F. F. Defendants
 This Repliant having and reserving to himself now
 and at all times hereafter all and all manner of ben-
 -efit and advantage of whatever which may be had
 or taken by the manifold insufficiencies of the said
 answers for replication thence to say, that he will
 ever maintain and prove his bill of Complaint to be
 true certain and sufficient in the law to be answered
 unto, and that the said answers of the said defend-
 -ants are evasive untrue and insufficient to be replie-
 unto by this Repliant without this that any other matter
 or thing whatsoever in the said answers contained material or
 effectual in the law to be replied unto and not herein and
 hereby well and sufficiently replied unto Confirmed and avir-
 -red, traversed or denied in law, all which matters and
 things this Repliant is and will be ready to ever maintain
 and prove as this honorable Court shall direct and humbly
 pray as in and by his said bill he has already prayed

Harrell & Smith Sols for Comptor

Ordn. July 24. 1863

Decree

(15)

And afterwards do wit on the Twenty Seventh
day of January in the Year of our Lord One Thousand
Eight Hundred and Sixty Three, Said day being
one of the days of the January Term of Said Court the
following Among the proceedings now had in
Said Court and entered of Record do wit

John Wilcox

^{vs}
Merritt Living Argentus Foubie
Aarm Miller and Aarm Fuller

This Cause having been
this day brought on to be heard upon the bill of Com-
-plaint filed therein by the Plaintiff as conferred by the defend-
-ant Aarm Miller, and upon the Answer of the
defendants Merritt Living, Aarm Fuller and
Argentus Foubie, and upon the replication filed to
Said Answer, and upon the depositions on file
and upon the proofs made in Said Cause upon the
hearing and Counsel for the respective parties having
been heard, and the Court having duly considered
the Said pleadings, proof and Arguments, and it
appearing to the Court that the Said Merritt
Living did on the tenth day of August in the Year
One Thousand Eight Hundred and fifty Seven make and
deliver unto the Said Argentus Foubie his promissory
note dated that day and providing for the payment
unto the order of the Said A Foubie of the Sum of Three

(16)

thousand dollars in two years from the date thereof with interest at the rate of two per Cent per Annum payable Annually at the Marine Bank in Chicago that the Said Plaintiff desires to secure the payment of the Said Note. And at the Same time execute under his hand and Seal and deliver unto the Said Augustus Strick a Mortgage bearing even date with the Said Note and Conditioned for the payment of the Said Principal and interest in the Said Note mentioned by which the Mortgaged unto the Said Strick and his heirs and assigns forever Lot Three (3) in Block Twenty (4) in Subdivisions Addition to Chicago in the County of Cook and State of Illinois; and that on the eighth day of December in the Year one thousand eight hundred and fifty eight the Said Augustus Strick in Consideration of the two thousand eight hundred and twenty five dollars to him paid by the Said Aaron Miller. Sold assigned endorsed and delivered the Said Note and Mortgage unto the Said Aaron Miller; and that the Said Aaron Miller on the twenty third day of April in the Year one thousand eight hundred and fifty one for Value received. assigned endorsed and delivered the Said Note and Mortgage unto the Said Complainant; and that the Said Principal Sum of three thousand dollars (with interest thence at the rate of two per Cent per Annum from the tenth day of August in the Year one thousand eight hundred and fifty eight amounting this day to the Sum of Seven thousand three

(17)

\$4339.¹⁶/₁₀₀

hundred and thirty nine dollars and fifteen Cents
remains unpaid and is now justly due unto the Said
Complainant upon the Said Note and Mortgage.
On Motion of Farrell & Smith Counsel for the Said
Complainant, it is ordered adjudged and decreed, that
the Said Mortgaged premises be sold at public Auction
by or under the direction of John Scott one of the Masters
of this Court, that the Said Master give public notice
of the time and place of such Sale by publications of the
same for three successive weeks in a newspaper published
in said County, that the Complainant may become the
purchaser at such Sale; that the Said Master out of
the proceeds of said Sale obtain his fees disbursements and
Commissions and pay all the Costs of this Suit and also
pay to the Said Complainant or his Solicitor the amount
so found due him as aforesaid together with interest
thereon from the day or so much thereof as the purchase
money of the Said Mortgaged premises will pay; and
that he bring the Surplus moneys arising from the
said Sale if any there be into Court, to abide the further
order of this Court.

It is further ordered adjudged and decreed
that the Said Master upon making such Sale give
unto the purchaser a Certificate thereof and file a
duplicate of such Certificate in the office of the Recorder
of Cork County pursuant to the Statute in such Case
made and provided; and that upon the expiration
of fifteen months from such Sale in Case there shall

have been Our Redemption from the Same, he execute a deed of the Said premises unto the Said Purchaser and that then the Said Purchaser be let into the possession of the Said premises

And it is further ordered, adjudged and decreed that the defendants and all persons claiming or to claim from or under them and all persons having a lien subsequent to such mortgage by judgment or decree upon the Said premises; and his or theirs and personal representatives, and all persons claiming under them be forever barred and foreclosed of and from all equity of Redemption and Claim in and to the Said mortgaged premises, excepting such right of Redemption for the Said fifteen months as is provided by Statute

It is further ordered that in Case the Said premises shall not sell for sufficient to pay the Same. So found due together with interest and Costs, the Said Complainant shall be at liberty to apply to the Court for the Appointment of a Receiver to enable the Complainant to obtain the benefit as far as (meaning) of the rents issues and profits of the Said premises until the time for Redemption from such Sale shall expire, and the Court reserves for further Consideration all further direction as to the Appointment of such Receiver until after the Report of such Sale shall have come in

(19)

And afterward to wit on the same day and Year last aforesaid. there was filed in the Office of the Clerk aforesaid the Judge's Certificate of Evidence in words and figures following to wit

No 8481

In the Superior Court of Chicago
In Chancery

John Wilder

vs
Marriott Living & Son

This is to Certify that upon the hearing of this Cause the Complainant read in evidence the following proofs and instruments in writing

- 1st The depositions of Ann Gould and the Exhibits marked A, B, C and H therein referred to
- 2 The Exhibits marked C, D & E referred to in the Defendants depositions and annexed thereto
- 3 The Assignment of the Said Mortgage from Augustus Fimbie to Aaron Miller, and the Assignment of the Same from Aaron Miller to the Complainant
- 4 The Papers on file in the Suit in the Superior Court of Chicago Living in Foy & Fimbie Gen No 5652 Common Law, and the record of the Judgment in that Suit

The Counsel for the Defendants read in evidence the

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Depositions of Miriam Joy, John Bond, Jennie White,
Calvin DeWolf, Rue Hallager and William Cooper

The Defendants Counsel also further examined the
Said Witness John Bond in Open Court who testified
that he had examined the account between Joy and
Forsbie and Mrs. Livings in order to ascertain how the
Account stood Dec 9th 1858 and June 6th 1860
That he found she was indebted to Joy & Forsbie
Dec 9th 1858 in the sum of nine hundred and fifty
dollars or thereabouts, and that on the 6th June 1860
Joy & Forsbie were owing her two thousand and five
hundred and forty two dollars, That at that
time 6th June 1860 Joy & Forsbie were considered
perfectly good and were in fact worth fifty thousand
dollars

John M. Wilson
Suffern Court of Chicago

(21)

State of Illinois
County of Cook, ss.

Superior Court of
Chicago.

In Chancery.

John Wiler

vs

Marietta Livings.

Et al -

Deposition of Ann Gould
No 18 Carter claim

The deposition of Ann Gould, a witness produced - sworn and examined on the part of the complainant in above suit, and taken before me, Ira Scott one of the masters in Chancery of the Superior Court of Chicago this 13th day of June, A.D. 1862 by the consent of the Solicitors of the respective parties, appearing in this cause. Mrs Garwell appearing for the complainant and Mr Dent for defendants at my office in said city at which time and place the following proceedings are had.

Ann Gould a witness produced - sworn and examined on the part of the Complainant deposes and says.

1st. State your name age and residence, and do you know the parties.

Answer. Ann Gould - thirty five - reside in Chicago. I know Mrs. Livings and Mrs Tristis, none others of the parties.

2d. How long have you been acquainted with the defendant Mrs Livings.

Answer Since the year 1857.

3 Have you ever seen her write

Answer No - I've seen her sign her name.

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4. On what occasion or for what purpose.

Answer In signing receipts for me when I paid the rent.

5. Are you acquainted with her signature.

Answer Yes Sir.

6. What rent was this that you speak of as having paid?

Answer For a house on North Wells Street, which I lived in.

7. Of whom did you rent the house?

Answer Mrs. Livingst.

8. How long did you occupy it?

Answer One or two months.

9. Did you have a written lease from her?

Answer Yes Sir.

10. Where is the lease which you had?

Answer I have it, and now produce it marked Exhibit C.

11. Who signed the receipts endorsed upon and attached to the lease?

Answer Mrs Livingst.

12. Please look at the paper now shown you and marked Exhibit A, and state in whose hand writing in your opinion is the name Mariett Livingst subscribed to the same.

Answer It is Mrs Livingst the defendant.

13. Please look at the paper now shown you and marked Exhibit B, and state in whose hand writing in your opinion is the name Mariett Livingst, subscribed to the same.

Answer. I am confident that's her signature.

14. Please look at the paper now shown you, and marked Exhibit D, and state in whose hand writing in your opinion is the signature, Mrs. Mariett Livingst.

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Answer It is hers, the defendant.

Cross.

1. How many times altogether have you seen Mrs. Livings write her name.

Answer Well I can't say - several times.

2d How long has it been since you saw her write her name.

Answer Last summer or last fall - I can't remember the month exactly.

3d. Did you at any time have any trouble or misunderstanding with her.

Answer Not while I was in the house - some time after I moved out, there was a little misunderstanding, nothing that I feel hard towards her for.

4. Are you now on terms of intimacy with each other.

Answer I have not seen her since then -

5. What gave rise to the difficulty to which you have referred.

Answer It was regard to rent. her son in law interfered. the last time I saw Mrs Livings she came to my house and took tea and slept with me. I have no hard feelings towards her. But the son in law I have.

6. Was it before or after the difficulty that she went to your house.

Answer A few days before - the time she staid at my house one night, was the last time I saw her before the difficulty.

7. Was there a suit in court between you and her.

Answer Yes she sued me - or her son in law, I believe.

8. When did you first see the papers marked Exhibits A & B.

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Answer I cant remember - sometime last winter I think.

9. Who exhibited them to you?

Answer Mr Miller

10 When did you next see them?

Answer 30 days.

(The counsel for the defendant Mariett Living; objected to the introduction of the exhibits referred to in the Examination of this witness - at the time they were introduced.)

Subscribed and sworn to
before me this 13th day
of June A.D. 1862.

Mrs Ann Gould.

J. Ira Scott.

Master in Chancery of
the Superior Court of Chicago.

Superior Court of Chicago.

In Chancery.

John W. Allen

vs

Mariett Living

& others

State of Illinois

County of Cook ss.

J. Ira Scott mas-

ter in Chancery of the Superior Court of Chicago do hereby certify that before the commencement of the examination of the witness whose name is subscribed to the foregoing deposition, she was by me duly

(25)

sworn according to law - and her said deposition was subscribed and sworn to by said witness before me on the 13th day of June A.D. 1862.

Dated Chicago, December 17th 1862.

Lia Scott.

Master fee \$3.

Master in Chancery
of the Superior Court of
Chicago

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Mortgage

(27)

Superior Court of Chicago
John Wiles, In Chancery

Ina Scott
Mortgage in Chancery
Of the Superior Court of Chicago
Marrett Livings
(Exhibit B)

Mortgage
Marrett Livings to
A Public

No 93 Carter Court

This Indenture made this tenth day of August in the year of our Lord one thousand eight hundred and fifty seven Between Marret Livings of Chicago Illinois party of the first part and Augustus Friebe party of the second part.

Witnesseth, That whereas the said party of the first part is justly indebted to the said party of the second part in the sum of Three Thousand dollars secured to be paid by one certain promisory note of even date due in Two years from date with 10 percent Interest payable annually.

Now, Therefore, This Indenture Witnesseth That the said party of the first part for the better securing the payment of the money aforesaid, with interest thereon, according to the tenor and effect of the said note above mentioned: And also in consideration of the further sum of One Dollar to me in hand paid by ^{the said} party of the second part at the delivery of these presents The receipt whereof is hereby acknowledged has granted bargained sold and conveyed and by these presents does grant bargain sell and convey unto the said party of the second part his heirs and assigns forever all of Lot three (3) Block fourteen

(14) Newberry's addition to Chicago Illinois situated on North Wells Street on West side of said Street.

To Have and to Hold the same, Together with all and singular the Tenements, Hereditaments, Privileges and appurtenances thereunto belonging or in anywise appertaining: And also all the estate interest and claim whatsoever in law as well as in equity which the party of the first part has in and to the premises hereby conveyed unto the said party of the second part his Heirs and assigns and to their only proper use, benefit and behoof. Provided always and these presents are upon This Express Condition that if the said party of the first part her heirs & executors or administrators shall well and truly pay or cause to be paid to the said party of the second part his heirs executors Administrators or Assigns the aforesaid sum of money with such interest thereon at the time and in the manner specified in the above mentioned Note according to the true intent and meaning thereof then, and in that case these presents and every thing herein expressed shall be absolutely null and void. But it is

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further expressly provided and agreed that if default be made in the payment of either of principal or of interest on the day or days, whereon the same shall be come due and payable the whole of said principal and interest secured by the said note in this mortgage mentioned shall thereupon become immediately due and payable; and this Mortgage may be immediately foreclosed to pay the same by the said party of the second part his heirs executors administrators or assigns; or the said party of the second part his heirs executors administrators or assigns after publishing a notice in a newspaper printed in the city of Chicago ten days before the day of such sale, may sell the said premises and all right and equity of redemption of the said Mariett, Livings party of the first part her heirs and assigns therein at public auction at the Court House door in said City of Chicago to the Highest bidder for cash at the time mentioned in such notice And the said party of the first part her by specially covenants and agrees to and with said party of the second part to waive his right of equity of redemption

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and further agrees that he will neither assert or claim any such right on a sale of the property mentioned herein by virtue of this Mortgage. And the said party of the second part to make execute and deliver to the purchaser or purchasers thereof a deed or deeds for the premises so sold; and out of the proceeds of such sale to pay all costs and expenses incurred in advertising and selling said premises also the principal and interest due on said note anything herein or in said note contained to the contrary notwithstanding In witness whereof. The said party of the first part has hereunto set my hand and seal the day and year first above written.

Sealed and delivered
in presence of
Hiram Joy

Marritt Livings 

State of Illinois }
County of Cook } ss.

I Calvin D Wolf a
Justice of the Peace in and for said
County in the State aforesaid do hereby
certify that Hiram Joy subscribing
Witness to and above instrument personally

(31)

known to me as the person whose name is subscribed to the above Mortgage as witness appeared before me this day in person and being duly sworn says that he signed sealed and delivered the said instrument of writing as witness to the execution thereof by said Mariett Livings who executed the same for the uses and purposes therein set forth.

Given under my hand this 15th day of August A D 1857.

Calvin D'Wolf (Seal)
Justice of the Peace.

State of Illinois }
County of Cook }
City of Chicago } ss.

I, Robert G. Wright
a Notary Public in and for the city
of Chicago in the County and State
aforesaid do hereby certify that Hiram
Joy a credible witness and who is person-
ally known to me as the person whose
name is subscribed to the foregoing mort-
gage as the subscribing witness thereto
appeared before me this day and being
duly sworn doth depose and say that he
is acquainted with Mariett Livings whose
name appears subscribed to the said Mort

(32)

gaged and knows her to be the real person who executed the same that he saw her execute the said Mortgage and that he at the same time and in her presence and at her request subscribed the said Mortgage as witness thereto.

Given under my hand and notarial seal the twenty second day of May A. D. 1860.



Robert C Wright
Notary Public

Chicago August 10th 1857.

\$ 3000.

Two years after date I promise to pay to the order of A Frisbie Three Thousand dollars value received with 10 per cent Interest payable annually at Marine Bank Chicago

Mariett Livings

(The endorsements on the above note are as follows:)

Aug 10th 1857 one years' Interest received
Three Hundred dollars

A Frisbie

Pay Aaron Miller or order for value received
I do guarantee the payment of within note to said Miller and his assigns at

Superior Court of Chicago
John W. Tyler
Mariett Livings et al
(Exhibit A)
Ira Scott, Chancery
Master of Superior Court of Chicago

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maturity

A Frisbie

Providence R. I. Sept^r 12th 1860. Pay to the
Order of P. F. Carver

Aaron Miller

Pay John Wiles or order without recourse
on me

Aaron Miller
Chicago June 6th 1860.

M^r Aaron Miller,

We desire you to extend
the time of payment of the note held
by you for Three Thousand dollars
(\$3000) dated August 10th 1857. payable
two years after the date thereof with ten
per cent Interest payable annually and
signed by Mariett Livings and guarant
eed by A Frisbie to the tenth day of
August next when we will pay the
same with Interest at the rate of ten
per cent per annum from the 10th
August 1858 to which we bind our
selves jointly and severally

Mrs Mariett Livings
A Frisbie
Joy and Frisbie

Superior Court of Chicago
John Wiles
Mariett Livings of A. Scott
(Exhibit F) Master in Chancery
of the Superior Court of Chicago.

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Sumo Livings to Gould

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(35)

Exhibit B

Exec. Marrett, Livings
to
W. A. Gould

No 123 Centre Ave

This Indenture, made this first day of February in the year of our Lord one thousand eight hundred and sixty Between Marrett Livings of the City of Chicago and State of Illinois of the first part, and W. A. Gould of the City and State aforesaid of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part her executors, administrators and assigns has demised and leased to the said party of the second part, all those premises situate, lying and being in the City of Chicago in the County of Cook and in the State of Illinois known and described as follows to wit: The second (2nd) and Third (3rd) Stories of house No 123 North Wells Street

To have and to hold the said above described premises, with the appurtenances unto the said party of the second part her executors administrators and assigns from the first day of February in the year of our Lord one thousand eight hundred and Sixtyone for and during and until the first day of February 1862.

(36)

And the said party of the second part, in consideration of the leasing of the premises aforesaid by the said party of the first part to the said party of the second part does covenant and agree with the said party of the first part his heirs executors administrators and assigns to pay the said party of the first part, as rent for said demised premises the sum of Twenty dollars per month payable the last day of each and every month up to and ending the last day of April 1861 and Twentyfive dollars per month from the first day of May 1861 Payable the last day of each and every month until the expiration of this Lease And the said party of the second part further covenants with the said party of the first part that said second party has received said demised premises in good order and condition and that at the expiration of the time in this lease mentioned, or sooner determination thereof by forfeiture, he will yield up the said premises to the said party of the first part in as good condition as when the same were entered upon by the said party of the second part less by fire or inevitable accident or ordinary wear excepted; and

(37) also will keep said premises in good repair during the lease at her own expense.

It is further agreed by the said party Superior of the second part that neither he nor Court of her legal representatives will underlet Chicago said premises or any part thereof or assign In Chancery this lease without the written assent of John Wiley the said party of the first part first had us and obtained thereto. And the said W. Marriett A Gould her executors administrators and Livingstone agrees further to pay (additional to et al the rents above specified,) all water rents (Exhibit E) levied or charged on said premises for Ira Scott and during the time for which the lease is Master in granted, and save the said premises and Chancery the said party of the first part harmless of the therefrom and that he will keep said Superior premises in a clean and healthy Court of condition in accordance with the Ordinances of the City and directions of the Chicago Sewerage Commissioners.

It is Expressly Understood and Agreed, By and between the parties aforesaid, that if the rent above reserved or any part thereof shall be behind or unpaid on the day of payment whereon the same ought to be paid, as aforesaid or if default shall be made in any of

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the covenants or agreements herein contained to be kept by the said party of the second part her executors administrators and assigns it shall and may be lawful for the said party of the first part her heirs executors administrators, agent, attorney, or assignee at her election to declare said term ended and into the said premises or any part thereof either with or without process of law, to re-enter and the said party of the second part, or any other person or persons occupying in or upon the same, to expel, remove, and put out, using such force as may be necessary in so doing and the said premises again to repossess and enjoy as in her first and former estate and to distrain for any rent that may be due thereon upon any — property belonging to the said party of the second part, whether the same be exempt from execution and distress by law or not and the said party of the second part, in that case hereby waives all legal rights which she now has or may have to hold or retain any such property under any exemption laws now in force in this State or in any other way. Meaning and intending hereby to give the said party of the first part his heirs executors administrators

(39)

or assigns a valid and first lien upon any and all goods chattels and other property belonging to the said party of the second part as security for the payment of said rent in manner aforesaid anything herein before contained to the contrary notwithstanding


And if at any time said term shall be ended at such election of said party of the first part her heirs executors, administrators and assigns as aforesaid or in any other way the said party of the second part her executors administrators and assigns, do hereby covenant and agree to surrender and deliver up said above described premises and property peaceably to said party of the first part her heirs executors administrators and assigns, immediately upon the determination of said term as aforesaid and if she shall remain in possession of the same Ten days after such default or after the determination of this lease in any of the ways above named he shall be deemed guilty of a forcible detainer of said premises under the statute and shall be subject to all the conditions and provisions above named and to eviction and removal forcibly or otherwise with or without process of law as above stated.

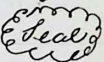
And it is further covenanted and

(40)

agreed by and between the parties, that the party of the second part shall pay and discharge all costs and attorney's fees and expenses that shall arise from enforcing the covenants of this indenture by the party of the first part,

Witness the hands and seals of the parties aforesaid.

Mariett Livings 

W. A. Gould 

Chicago Nov: 11th 1861.

Received of Mrs W. A. Gould the sum of thirtyfour dollars being in full of all demands for Rent up Oct 1st 1861.

Mariett Livings

Received of Mrs W. A. Gould Fifteen dollars which I accept in payment of all rents due on this Lease and full satisfaction of all demands

Chicago April 5th 1862

Mariett Livings

Received Chicago July 8th 1861 from Mrs W. A. Gould Twentyfive dollars in full for rent of House on North Wells Street to July 1st 1861.

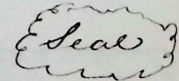
Mrs Mariett Livings

Assignment from to Miller

(41)

For value received I Augustus Frisbie of the City of Chicago in the State of Illinois do hereby sell assign transfer and set over to Aaron Miller all my right title and interest in and to a certain Mortgage from Mariett Livings to me dated the tenth day of August A D 1857. and recorded in the recorder's office of Cook County December 26th 1857. in Book 34 of Mortgage page 641. upon the following premises to wit: Lot three (3) in Block Fourteen (14) in Newberry's Addition to Chicago And I do hereby authorize the said Miller to use my name in all proceedings on said mortgage that may be necessary and in all matters in reference thereto to act as my attorney

Witness my hand and seal this Eighth day of December A D. 1858

Augustus Frisbie 

State of Illinois }
Cook County } sp.
City of Chicago }

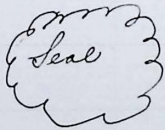
I George A Ingalls a Notary Public in and for the City of Chicago in the County of Cook and State of aforesaid do hereby certify, that Augustus Frisbie who is personally known by me to be the

Assignment: Augustus Frisbie to Aaron Miller
of Mortgage
No 48 Carter Elm

(42)

same person whose name is subscribed to the annexed assignment appeared before me this day in person and acknowledged that he had signed sealed and delivered the said instrument of writing as his free act and deed for the uses and purposes therein expressed.

Given under my hand and Notarial Seal this Eighth day of December A.D. 1858.



Geo. A. Ingalls.
Notary Public.

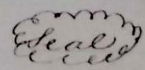
Assignment - Miller to Livings

(43)

Assignment, Aaron Miller
to
John Weiler
No 10 Court St

Know all men by these presents that I Aaron Miller of the City of Philadelphia in the State of Pennsylvania in consideration of Three Thousand dollars to me in hand paid by John Weiler of Philadelphia aforesaid do hereby assign transfer and set over unto said Weiler all my right title interest and claim of in and to a certain mortgage executed by Mariett Livings to Augustus Frisbie dated the tenth day of August A.D. 1857 and recorded in the recorder's office of Cook County Illinois in Book No 34 of Mortgages page 641 on the 26th day of December A.D. 1857. and the property in said mortgage mentioned which is Lot three (3) in Block fourteen⁽¹⁴⁾ which Mortgage has been duly assigned by said Frisbie to me by assignment dated December 8th 1858. and on the same day filed for record in the Recorder's Office of Cook County Illinois and recorded in Book 41 of Mortgages page 194, this assignment being made by me without any recourse upon me in any event.

Witness my hand and seal this
23rd day of April A.D. 1861.

Aaron Miller 

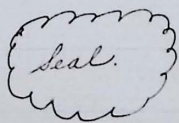
(44)

State of Illinois }
Cook County }
City of Chicago }

I, Robert C. Wright a
Notary Public in and for the City of
Chicago in the County of Cook and State
aforesaid do hereby certify that Aaron
Miller (a Bachelor) personally known to
me as the same person whose name is
subscribed to the annexed instrument
of writing appeared before me this day
in person and acknowledged that he
signed sealed and delivered the said
instrument of writing as his free and
voluntary act, for the uses and purposes
therein set forth.

Given under my Hand and Notarial
Seal, this twentythird day of April
A. D. 1861.

Robert C. Wright
Notary Public.



(45)

State of Illinois } In the Superior Court,
County of Cook } of Chicago
December Term A.D. 1860.

Marrett Livings plaintiff, in this suit
by Van Buren & Gary her attorneys complains
of Hiram Jay & Augustus Frisbie, partners in
trade in the name firm & style of Jay and
Frisbie defendants in this suit who were
summoned &c of a plea of trespass on the case
upon promises,

For that whereas the said defendant, as
such partner as aforesaid heretofore to wit on
the 1st day of November A.D. 1860 to wit at
said County of Cook were indebted to the said
plaintiff in a large sum of money to wit Five
Thousand Dollars for money before that time
lent & advanced by the said plaintiff to the
said defendants as such partners as aforesaid
& at their special instance & request - &
also in the like sum for money before that
time had & received by said defendants as
such partners as aforesaid to & for the use of
the said plaintiff & being so indebted, the said
defendants as such partners as aforesaid in
consideration thereof, then & there undertook &
faithfully promised the said plaintiff to pay unto
the said plaintiff the said several sums of money
when thereunto afterwards requested,

Declaratory
Filed for 14 1860
Walter Ambrose
Clerk
Marrett Livings
vs
Hiram Jay &
Augustus Frisbie

(46)

And whereas also the said defendants as such partners as aforesaid afterwards to wit on the day & year aforesaid to wit at said County accounted together with the said plaintiff of & concerning divers other sums of money before that time due & owing from the said defendants as such partners as aforesaid to the said plaintiff & then & there being in arrears & unpaid & upon such accounting the said defendants as such partners were found to be in arrears & indebted to said plaintiff in the further sum of Five thousand Dollars & being so found in arrears & indebted to said plaintiff the said defendants as such partners as aforesaid afterwards to wit on the day & year aforesaid to wit at said County undertook & then & there faithfully promised the said plaintiff to pay her the said last mentioned sum of money when they should be thereunto afterwards requested. —

Yet the said defendants not regarding their said promises & undertaking but contriving &c although often requested to do have not paid said plaintiff either of said sums of money above mentioned or any part thereof but so to do have hitherto wholly neglected and refused and still do neglect & refuse to the damage

(47)

of said plaintiff of Five Thousand Dollars
to therefore she brings this suit to
Van Buren & Gary,
Plffs attys.

In the Superior Court of Chicago
December Term
A D 1860.

Marietta Livings
vs.
Hiram Jay & Augustus
Frisbie

Copy of account sued on.

Hiram Jay and Augustus Frisbie,
To Marietta Livings

		Dr.
1857		
January 1.	To Cash	1427 21.
Spring of 1857	" Cash	1500 00
July 15. 1857	" Cash	34 22
" 20 "	" Cash	6 00
" 20 "	" Cash from Mrs. Newberry	600 00
" 21 "	" Cash	431 25
" 29 "	" Cash	37 00
Aug. 6.	" Cash from Kennedy & Byrne	9 00
" 20 "	" Cash	30 00
" "	" Cash from Hare	3 00
" 29 "	" Cash	300 00
Sept 11	" Cash	31 00
" 23 "	" Cash from Eastman	600 00

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Sept. 26	To	Cash		20 00
29	"	Cash from P. Kennedy		6 00
Oct. 17	"	Cash from Kimball		50 00
24	"	Cash from Kimball		50 00
31	"	Cash from Kimball		50 00
Nov. 7	"	Cash from Kimball		50 00
10	"	Cash		100 00
17	"	Cash from Pat. Kane		3 75
20	"	Cash		200 00
20	"	Cash		8 00
"	"	Cash		5 00
Jan. 29. 1858	"	Cash from Kane		3 00
Febr. 22	"	Cash " Kane		3 25
March 4	"	Cash		100 00
22	"	Cash " Kennedy		8 00
31	"	Cash " Kane		3 12
April 28	"	Cash " Kane		6 25
June 2	"	Cash " J. F. Peters		30 00
22	"	Cash " Pat Kane		2 50
July 1	"	Cash " Peters		32 00
5	"	Cash " Kane		2 50
15	"	Cash		60 00
28	"	Cash		75 60
Aug. 9	"	Cash " Peters		20 00
16	"	Cash " Peters		20 00
Sept. 28	"	Cash " Peters		21 00
Oct. 5	"	Cash " Peters		26 00
11	"	Cash " Pat Kane		5 00

(49)	To	Cash from Peters	20 00
Oct. 16	To	Cash from Peters	20 00
Nov. 29	"	Cash	50 00
Dec. 8	"	Cash by Jennie	10 00
" 9	"	Cash rec ^d on mortgage lot 3 Wood 14 Schickery Rd	2895 00
" 11	"	Cash Int. on it	379 00
" 29	"	Cash from Peters	50 00
Jan 4 1859	"	Cash and interest allowed to Lucy	32 50
" " "	"	Cash	32 26
" 31	"	Cash	5 00
Feb 4	"	Cash from Peters	40 00
March 7	"	Cash for House sold	5 00
" "	"	Cash from Jim Gerian	3 00
April 1	"	Cash " Bischoff	16 66
" 4	"	Cash from Pat Kune	7 25
" 11	"	Cash " Peters	21 00
May 9	"	Cash " Peters	15 00
" 16	"	Cash " Peters	15 00
" 23	"	Cash " Peters	12 00
June 3	"	Cash	94 00
" 6	"	Cash	9 00
" 2	"	Cash " Peters	15 00
" "	"	Cash " Bischoff	16 82
" 30	"	Cash " Peters	15 00
July 5	"	Cash " Bischoff	16 66
" 5	"	Cash " Peters	15 00
" 18	"	Cash " Peters	15 00
Aug. 20	"	Cash " Peters	10 00
" 29	"	Cash " Pat. Kune	12 00

Aug. 29	To Cash		71 00
Sept. 1	" Cash	" Bishoff	16 66
" 1	" Cash	" Peters & deposited	76 78
" 12	" Cash	" Peters	12 00
Oct. 12	" Cash	" Bishoff	16 66
" 31	" Cash	" Peters	12 00
Nov. 4	" Cash	" Tim Gerian	15 00
" 5	" Cash	" Bishoff	12 00
Dec. 1.	" Cash	" Bishoff	12 00
" 21	" Cash	" Peters	20 00
January 1. 1860	" Cash	" Bishoff	12 00
" 3	" Cash		50 00
" 16	" Cash & Tickets on Hodges		10 00
" 19	" Cash from Peters		15 00
Feb. 6	" Cash	" Bishoff	12 00
" 17	" Cash	" Mr. Jay	11 00
	" Cash received of Kennedy at different times in the years 1857-1858-1859 for Rents		100 00
	To Cash received of T. Gerian at differ- ent times in the years 1857-1858 & 1859 for rents		100 00
	To Cash received of Peters at different times in the years 1857. 1858. 1859 & 1860		900 00
	To Cash received of Bishoff at in the years 1859 and 1860		300 00
	To work labor and services done and performed in the year 1860		34 09
	Interest on above demand,		1000

(51)

Amended Account
Filed Dec 4 1860
W. Winchell
Clerk

Superior Court of Chicago
Marrett Livings) Amended account
vs.) Copy Plaintiffs account
Hiram Jay & Augustus) in this suit.
Frisbie

1856 Jay & Frisbie to Mrs. M. Livings

March 5 th	To Cash	\$ 62.50
May 9	" "	36.00
Nov. 18	" "	35.00
Decbr. 4	" "	45.10
Decbr. 27	" "	51.00
1857		
July 17	To Cash	17.00
March 16	" "	17.00
May 12	" " from Pat. Hearn	4.58
July 6	" "	61.00
" 14	" your note given up and Pnt.	1427.21.
" "	" Balance of Interest	50.60
July 20	To Cash rec ^d . per Rent	6.00
" "	" " from Mr. Newbury	800.00
" 21	" "	431.25
" 29	" "	37.00
Aug. 6	" " rec ^d . from Kennedy & C. Burn	9.00
" 20	" "	30.00
" "	" " from Pat. Kane	3.00
" 29	" "	300.00
Sept. 11	" "	31.00.

Sept. 23.	To Cash for one year from Eastman	800.00
" 26	" " " "	20.00
" 29	" " from Kennedy	6.00
Oct. 17	" " from Kimball	50.00
" 24	" " " "	50.00
" 31	" " " "	50.00
Nov. 7	" " " "	50.00
" 14	" " " "	100.00
" 17	" " from Pat. Kane	3.75
	Amount Carried Forward	2377.00

1857

18	To Amount Prot. over	Doll. 2377.00
Nov. 20	To Cash from Egin	200.00
Oct. 1.	" " " "	8.00
Jan. 27 1858	" " for Rent Oct. 13.	5.00
Jan. 29	" " from Pat. Kane	3.00
Febr. 22	" " " " "	3.25
Mar. 4	" " " "	100.00
" 22	" " from Kennedy	8.00
" 31	" " Pat. Kane	3.12
Apr. 28	" " Pat. Kane	6.25
June 2	" " Isaac F. Letters	30.00
" 22	" " Pat. Kane	2.50
July 1	" " Isaac F. Letters	32.00
" 5	" " Pat. Kane	2.50
" 15	" " " "	60.00
" 28	" " " "	75.66
Aug. 9	" " from Isaac F. Letters	20.00

(55)

Aug. 16	To Cash from Isaac F. Pettus	20.00
Sept. 28	" " " " " "	21.00
Oct. 5	" " " " " "	26.00
" 11	" " " Pat. Kane	5.00
Nov. 20	" " " " " "	50.00
Dec. 8	" " From Yr Daughter	10.00
" 9	" " rec ^d " Mortgage on Lot in Newburys addition	2895.00
	Cash on Mortgage	
" 11	" Cash	5.00
" 1859.29	" " From Isaac F. Pettus	50.00
Jan 4	" " to Mr. Jay and Interest	32.50
" "	" " " " " "	32.26
" 31	" " " " " "	5.00
Febr. 4	" " Isaac F. Pettus	40.00
Mar. 9	" " Gov House Sold	5.00
" "	" " From Tim Gerram	3.00
Apr 1.	" " " Borschoff	16.66
	Amount Carried forward	6152.70
1859	To Amount Bro ^d forward	6152.70
Apr 4	To Cash from Pat. Kane	7.25
" "	" " " Isaac F. Pettus	21.00
May 9	" " " " " "	15.00
" 16	" " " " " "	15.00
" 23	" " " " " "	12.00
June 3	" " From Aurora	94.00
" 6	" " " " " "	9.00
" 7	" " " Isaac F. Pettus	15.00

July 5	To Cash	from Bischoff	16.66
" "	"	" Isaac F. Pettus	15.00
" 18	"	" Isaac F. Pettus	15.00
Aug. 20	"	" Isaac F. Pettus	10.00
" 29	"	" Pat. Kane	12.00
" "	"	"	71.00
Sept. 1	"	from Bischoff	16.66
" 1	"	" Isaac F. Pettus	10.00
" 1	"	"	66.78
" 12	"	" Isaac F. Pettus	12.00
Oct. 12	"	" Bischoff	16.66
" 31	"	" Isaac F. Pettus	12.00
Nov. 4	"	" Tim Gerriam	15.00
" 5	"	" Bischoff	12.00
Decbr. 1	"	" Bischoff	12.00
" 1860. 21	"	" Isaac F. Pettus	20.00
Jan 1	"	" Bischoff	12.00
" 3	"	"	50.00
" 16	"	" Tickets for self	10.00
" 10	"	" Isaac F. Pettus	15.00
Feb. 6	"	" Bischoff	12.00
" "	"	" Oct. 16. 1858	20.00
" 17	"	"	11.00
		Amounts Carried forward	6835.53
1860		Co. Continued	
"	To	Amount Brought forward	1806.99
"	"	" " " "	6835.53
Feb. 17. 1860	To	Balance y ^o act. un ^o p ^d	2493.56

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Feb. 21.	To Cash	from	Pettus July 9. 1859	15.00
" "	" "	" "	Pettus Aug. 2. "	11.00
" "	" "	" "	Pettus Oct. 9 "	20.00
" "	" "	" "	Pettus	10.00
Mar. 5.	" "	" "	Bischoff	12.00
" 15	" "	" "	Pettus	10.00
" 28	" "	" "	Pettus	10.00
Apr. 19	" "	" "	Bischoff	10.00
" 21	" "	" "	Pettus	10.00
May 7	" "	" "	Bischoff	12.00
" 7	" "	" "	Pettus	15.00
June 4	" "	" "	Bischoff	10.00
" 20	" "	" "	Pettus	9.00
" 25	" "	" "	Pettus	17.50
July 4	" "	" "	Bischoff	10.00
" 7	" "	" "	Pettus	6.00
" 20	" "	" "	Jim Gerriam May 28/60	12.00
" "	" "	" "	Pat. Kane Mar. 28/60	14.00
" "	" "	" "	Pettus	9.00
Aug. 2	" "	" "	Pettus	11.00
" 4	" "	" "	Bischoff	10.00
Sept. 4	" "	" "	" "	10.00
Nov. 1	" Cash			60.00
" 1	" "			34.00
1860				<u>347.70</u>

8990.22

Dollars 8990.22

Oct. 31 To Balance of Int. ^{1/2} from July 1859 do 347.13
 Dollars 9337.35.

(58)

To Rents collected in the years 1857 }
1858 - & 1859 not included, above } 500⁰⁰
To Int. not included above 600
To Amount due for services }
rec'd. at different times in the year } 3600
1857 - 1858 - 1860 }

(59) Mrs. M. Livings

		In Ac with Jay and Irish	Dr.
1856			
March	5	To Cash paid taxes	53 18
Apr.	10	" d ^o d ^o d ^o on 5 acres	3 12
May	9	" Our note this date payable on demand	36 00
Nov.	13	" Cash paid L. D. Olmsted	45 00
Dec.	18	" d ^o " Taxes	6 60
Dec.	29	" One note for bal. money deposited	85 70
1857		Total	229 60
March	11	To Cash paid on 4 5 acres	141 00
"	16	" Cash paid Taxes 5.71	
"	"	" d ^o d ^o 5.37	
"	"	" d ^o d ^o 4.41	15 49
May	8	" Cash paid Kahles order	350 00
"	13	" d ^o " City Surveyor	8 00
"	15	" d ^o " for wood	6 00
"	19	" d ^o " Stone cutter on 7	175 00
"	20	" d ^o " Taxes on 5 Lots in the E 1/2 N 1/2 E 1/4 Sec 26 Town 39	1 98
"	23	" Cash paid Kahles orders	300 00
"	26	" d ^o Balance making Side note	4 58
"	27	" d ^o paid Kahles order	150 00
June	6	" d ^o paid Katz \$100 & Murray \$50	150 00
"	27	" d ^o " Kahles order (Buchanan)	41 12
July	11	" d ^o " " "	200 00
"	20	To Cash paid Kahles order	500 00
"	21	" Cash paid W. Newbury Esq.	600 00
Aug 3	28	" " " Kahles order	200 00
			1543 17

Plus section of set of
 plus Dec 4 1860
 W. Kimball Esq

Aug 28	To Cash paid Hables order	150 00	
"	" " Cash " Insurance on House	27 00	
Sept 12	" Cash " Hables order to Keitz	25 00	
" 23	" Cash " Hables Certificate	250 00	
1857	To Amounts Brought over	1752 00	1772 77
Sept 23	" Cash paid Hables Certificate	50 00	
"	" " d ^o " recording	50	
" 26	" d ^o " on of building house	275 00	
Oct 3	" d ^o " d ^o d ^o d ^o	200 00	
Nov 19	" d ^o " Express Charges	50	
" 23	" d ^o " Balance due on Brick work	225 00	
1858	Jan 1	" d ^o " Plumbing of	73 04
"	" " d ^o " Thompson and Alsters to	300 00	
"	" " d ^o " Hables order to Keitz	285 37	
"	" " d ^o " Pearson & Meascalls of	44 55	
"	" 9 " d ^o " for wood,	6 00	
"	" 30 " d ^o " Taxes	21 68	
Febr 2	" d ^o " Lull and Lewis of } P. Hables Certificate }	127 14	
"	" 2 " Cash p ^d Phil Conby P. Hables order for Gas of	74 00	
"	" Cash paid for Wood,	6 50	
Mar 27	" Cash p ^d Taxes on 5 acres	3 00	
Apr 1	" Cash " Fixing Stairs &c	2 00	
"	" 8 " Cash " Taxes	6 24	
June 5	" Cash paid for hanging Bell	3 75	
"	" 30 " Cash " Taxes lot 3 B14	5 88	
Aug 2	" Cash " Insurance on House	40 00	

(61)

Sept. 18	To	Cash paid Sewerage &c	6	50	
Oct. 4	"	Cash " Interest	70	00	
Nov. 19	"	Cash sent Mrs. Fuller Elgin	460	00	
" 19	"	Cash paid Joe Wood	14	00	
" 30	"	Cash "	10	00	
1859					
Jan. 1	"	Cash " Taxes	26	00	
Febr. 19	"	d. p. Taxes in Newbury Adm.	5	38	
Apr. 1	"	Cash p. Repairs Bischoff rooms	10	13	
" 10	"	Cash p. Sawing wood	75		
May 3	"	Cash p. Making abstracts	5	00	
	To	Amount carried forward	4110	01	1772 77
1859	To	Amount brought forward	4110	01	1772 77
May 6	"	Cash paid Interest	70	80	
June 17	"	d. " " Painting Signs	2	50	
July 18	"	d. Paid Taxes on 5 acres & } on Lot 5 County and State }	12	56	
Aug. 12	"	Cash paid Interest on Mortgage	135	00	
Sept. 3	"	Cash paid Insurance on House	32	00	
Oct. 8	"	Cash " John Solitts &c	4	50	
Nov. 1	"	Cash " Banking House	75		
" 29	"	Cash " Putting up petition	6	12	
" "	"	Cash " Joe Lumber	195		4376 19
1860					\$ 6148 96
March 10	To	Cash paid City Taxes	30	52	
June 6	"	Cash " Interest on Mortgage	64	50	
July 21	"	Cash " Taxes County and State	19	00	
" 21	"	Cash " d. on 5 acres	2	10	
Aug. 9	"	Cash " Insurance on House	30	00	
Sept. 22	"	Cash " Gas fitting &c	1	60	

Oct. 31	To Cash p ^d . Democrat ^s printing			
	Advertisement House to Let		6 00	
" "	" Cash paid Th ^s Georges ^s		8 75	
" "	" Cash paid recording deed Facrus		1 00	163 47
				\$ 6312 43

Chicago Novbr. 1st 1860

"	Rent for use & occupation of the			
	2 ^d . Story of No. 232 Lake Street 1 1/2 years		\$ 300 00	
	For Work, labor & services rendered by			
	depts to plaintiffs		\$ 1000 00	
	For interest on money paid out for Def ^s		\$ 1000 00	

Superior Court of Chicago

Mariette Livings

vs.

Hiram Fay &
Augustus Frisbie

December Term A.D. 1860.

State of Illinois }
Cook County }

Augustus Frisbie, of the City
of Chicago being duly sworn on oath says,
that he is one of the Defendants named in the
above entitled Cause, and that the above named
defendants and each of them have a good defense
to said suit upon the merits thereof as this affiant
verily believes.

Subscribed and sworn this 3^d day of A. Frisbie
December A.D. 1860 Before me
James T. Smith Jr.
Notary Public

(63)

Superior Court of Chicago

Hiram Roy vs Augustus Frisbie ads. Mariett Livings	} December Term 1860
---	----------------------

And the said defendants Hiram Roy and Augustus Frisbie by Lull & Abbott their attorneys come and defend the wrong and injury when &c and say that they did not undertake or promise in manner and form as the said Plaintiff hath above thereof complained against them and of this they put themselves upon the country &c

Lull & Abbott
Defendants attys

Messrs Van Buren vs Gary
Plaintiffs attys

Take notice that the above named defendants in the ~~third~~ trial of this cause will give in evidence and insist that the above named Plaintiff, before and at the time of the commencement of this suit was and still is indebted to these defendants in the sum of Ten Thousand dollars lawful money for the use and occupation of a certain message

Plen & Intico of Set off
Index Decbr 4th 1860
W. W. W. W. W. W.

building & land with the appurtenances of the said defendants by the said Plaintiff, as a place of residence and at her special instance and request, and by the sufferance and permission of the said defendants for a long time then elapsed, had, held, used, occupied, possessed and enjoyed, and also for the work and labor, care, diligence and attention of the said defendants, by them the said defendants and their servants before that time done, performed, and bestowed in and about the business of the said Plaintiff and for the said Plaintiff and at her request and for divers materials and other necessary things by the said defendants before that time found and provided and used and applied in and about the said work and labor for the said Plaintiff and at her request: and also for divers goods wares and merchandise sold and delivered by the said defendants to the said Plaintiff at her request: and for money by the said defendants before that time lent and advanced to and paid laid out and expended for the said Plaintiff at her like request: And for other money by the said Plaintiff before that time had and received to and for the use of the said defendants: and for other money due and owing from the said Plaintiff to the said defendants for interest

(65)

upon and for the forbearance of divers large sums of money due and owing from the said Plaintiff to the said defendants and by the said defendants forbore to the said Plaintiff for divers long spaces of time, before then elapsed, at the like special instance and request of said Plaintiff: and for other money due and owing from the said Plaintiff to the said defendants upon an account stated between them: And that said defendants will set off on the trial of said cause so much of the said sum of five thousand dollars so due and owing from said Plaintiff to the said defendants against any demand of the said Plaintiff to be proved on the said trial as will be sufficient to satisfy and discharge such demand according to the form of the Statute in such case made and provided

Dated this 3rd day of December } Yours &c
 A D 1860 } Full v. Abbott
 Attys for said Defts

Copy of acct. offered in set off
 Marret Livings

To Roy & Furbie	Dr.
For Work & labor care & diligence	\$ 5000.00
For Materials found & provided	\$ 5000.00
For goods, wares & merchandise	\$ 5000.00
For money lent & advanced paid out & expended	\$ 10000.00
For money had & received	\$ 10000.00

(66)

For interest money \$ 500.00
For money out on account stated 500.00
For money due for use and occupation
of the 2nd story of building N. 232 Lake
Street Chicago, from May 1st, 1859, until
the present time \$ 300.00

The Day 29th Jan'y 1861

(67)

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 Hiram Jay
and Augustus Frisbie Defendants in your
County you cause to be made the sum of
Three Thousand & Three Hundred Dollars
which Mariett Livings Plaintiff lately in
the Superior Court of Chicago of said County,
at a term thereof begun and held at Chicago
in said County, on the first Monday of December
AD 1860 last past, recovered against the said
Defendants and which by the said Court was
adjudged to the said Plaintiff for her damages

And also, the further sum of Eight Dollars
which were adjudged to the said Plaintiff for her
costs and charges in that behalf expended, whereby
the said Defendants were convicted, as appears to
us of Record. And have you these moneys
ready to render to the said Plaintiff for her
damages and costs aforesaid, and make a return
of said writ ^{with} an endorsement thereon in what
manner you shall have executed the same, in
ninety days from the date hereof.

Witness, Walter Kimball, Clerk of our
said Court, and the Seal thereof, at the City

Mariett Livings Plaintiff
29th day of January A.D. 1861
Walter Kimball Clerk

(68)

of Chicago, in said County, the 29th day
of January A.D. 1861.

Walter Kimball Clerk

7
Seal

Endorsed: Rec^d. at 5 P.M. 29 Jan. 1861.

By Virtue of the Annexed Writ of
Execution No 3866 I did on the twenty ninth
day of January 1861 Levy upon all the right
title and interest of Wiram Day and Augustus
Trisbie in and to the following described Lots
Commencing at a point on the East line of
Nabash Avenue twenty one feet South from
the South East Corner of Nabash Avenue and
Twelfth ~~and~~ Street and running thence South
on the East line of said Avenue twenty five
feet; thence Easterly parallel with said Avenue
~~twenty five feet~~ Twelfth Street one hundred
and eighty feet; thence Northerly parallel
with said Avenue twenty five feet; thence
west to said Avenue at the place of beginning
in the City of Chicago, County of Cook and
State of Illinois

A. C. Hering Sheriff

By J. M. Bradley Deputy

The Sheriff will return this execution
without making sale of property levied on:

(69)

A Bill being filed in aid of the Levy.

Chicago April 9. 1861

Springton v. Dent
Atty for Def.

And on this 9th day of April 1861 the
within Execution is Returned without sale
of Real Estate by order of Plaintiffs attorneys
hereon endorsed

A. C. Hering Sheriff,
By J. M. Bradley Deputy

Dec 9 1860
(70)

Di Ga

Hiram Francis found on the
9th day of April A.D. 1861
Walter Amibaldo Clark

State of Illinois }
County of Cook } S.

The People of the State of Illinois
to the Sheriff of Henry County, Greeting:

We command you, as we have before
commanded you that of the Lands and Tenements,
Goods and Chattels of Hiram Fay and Augustus
Frisbie Defendants in your County, you cause
to be made the sum of Three Thousand and
Three Hundred Dollars and — cents, which
Marritt Livings Plaintiff lately in the Superior
Court of Chicago of said Cook County, at a
term thereof begun and held at Chicago in
said Cook County, on the first Monday of
December 1860 last, past recovered against
the said Defendants and which by the said
Court, was adjudged to the said Plaintiff for
her Damages

And also, the further sum of Nine Dollars
and eighty five cents which were adjudged
to the said Plaintiff for her Costs and Charges
in that behalf expended, whereof the said Defendant
was convicted, as appears to us of Record, and
have you these moneys ready to render to the
said Plaintiff for her Damages and Costs aforesaid
and make a return of said with an endorsement
thereon in what manner you shall have presented

(71)

the same, in ninety days from the date hereof.

Witness, Walter Kimball, Clerk of our said Courts and the Seal thereof at the City of Chicago, in said County, the 9th day of April A.D. 1861.

Walter Kimball Clerk

Enclosed:

Received this Execution this 12th day of April at 1 P.M.

A. H. Henney Sheriff

By N. C. Howard Dep.

By virtue of the within writ I have this day levied on the following Real Estate to wit
Being Lot Six (6) Block Sixteen (16) in the town of Galva in said County of Henry.

A. H. Henney Sheriff,

April 12th 1861. By N. C. Howard Dep.

I have this day offered for sale at the front door of the Court House in Cambridge Henry County, Illinois between the hours of nine o'clock A.M. and sunset of the same day & after giving the notice required by law the following described Real Estate to wit Lot, number Six (6) Block Number (16) sixteen in the town of Galva in said County of Henry and no one appearing to bid the above described lot was not sold for want of a bidder, the sale having been postponed from

(72)

the 18th day of May to the 15th day of
June; June 15th sale postponed until the
20th day of August 1861.

Adam H. Henney, Sheriff
Henry County

August 20th 1861. No sale for wants of
bidders.

Execution returned nothing made.

Adam H. Henney, Sheriff of
Henry Co.

(73)

Marietta Livings

Essex

vs
William Day and
Augustus Hibber

This day Came the Said Plaintiff by Van Buren & Gary, her Attorneys and the Said Defendants by Sull & Abbott their Attorneys also Came and withdrew their plea herein pleaded from the file of this Cause whereby they remain their undefended herein against the Said Plaintiff and being three times severally solemnly called in open Court have not but make default and say nothing further in bar or conclusion of plaintiffs aforesaid herein against them which is on notice ordered to be taken and default of each of the above named defendants is hereby taken and entered of record for want of a plea. Wherefore the Said Plaintiff ought to have and recover of and from the Said defendants, her damages, and therefore upon agreement of the parties as shown by their Stipulation filed herein, it is ordered that judgment be entered on the Stipulation filed for plaintiffs damages sustained herein in her favor and against each of the Said defendants for the sum of Three Thousand and Two Hundred Dollars.

Therefore it is considered that the Said Plaintiff do have and recover of the Said defendants, her damages of Three Thousand and two hundred dollars as aforesaid by the Court here aforesaid upon Stipulation of the parties and also her Costs and Charges in this behalf expended and have execution therefor.

Order of Judgment entered the
 29th day of December A.D. 1860
 W. A. Carter Clerk

(77)

to _____ Chicago Dec 8 1858

Chicago Marine and Fire Insurance Co

Pay for J. & K. or Bearer

Twenty Eight Hundred & thirty five Dollars

\$28957

Sam Miller

Exhibit C

W. B. Carter
cm

Superior Court of Chicago
In Chancery

John Wiler

vs.
Mariett Springs et al
Chas R. Exhibit &

Ira Scott
Master in Chancery
of the Superior Court
of Chicago

(79)						
1856		Mrs M Livings in ac with Day				And Fribie Dr
March 5	To Cash paid Taxes			53	18	
April 10	" do do do on 5 acres			3	12	
May 9	" our note this day payable on demand			36	00	
Nov 13	" Cash paid L. D. United			45	00	
Dec 18	" do " Taxes			6	60	
Dec 29	" Our note for bal money deposited			85	70	
1857						
March 11	To Cash paid on yr 5 acres			141	00	
" 16	" Cash paid Taxes		5.71			
" "	" do do		537			
" "	" do do		<u>441</u>	15	49	
May 8	" Cash paid Kahles Order	doll		350	00	
" 13	" do " City Surveyor			8	00	
" 15	" do " for Wood			6	00	
" 19	" do " Stone Cutter on ac			175	00	
" 20	" do " Taxes on 5 lots in the					
		Edw. W. N. & Dr. No 26 Town 34		1	98	
" 23	" Cash paid Kahles Order			300	00	
" 26	" do Balance making Side waen			4	58	
" 27	" do Paid Kahles Order			150	00	
June 6	" do " Katz \$100 / for money \$50			150	00	
" 27	" do " Kahles Order (Buchanan)			41	12	
July 11	" do " Kahles Order			200	00	
July 20	To Cash paid Kahles Order			500	00	
" 21	" Cash paid W. Newberry Esq			600	00	
Aug 28	" Cash Paid Kahles Order			200	00	

229 60 229 60

Marrant Savings Inst
 Epiphanius
 for the Marrant in charging of the
 Marrant Court of Chancery

(Epiphanius) Marrant Court of Chancery in charging
 of the Marrant

\$34.92 (Cr By Balance due for lot this date, to pay, 6/20/57)

(80)							
"	28	"	Cash	" do do	150	00	
"	"	"	Cash	" Insurance on house	21	00	
Sept	12	"	Cash	" Kahl's order to Kutz	25	00	
"	23	"	Cash	" Kahl's Certificate	250	00	
			Amounts Carried over. Dollars		1752	00	1752 00
1857			To Amounts Brought over Dollars		1752	00	1752 00
Sept	23	"	Cash	paid Kahl's Certificate	50	00	
"	"	"	do	" Accounting		50	
"	26	"	do	" on a/c building house	245	00	
Oct	3	"	do	" do do do	200	00	
November	19	"	do	" Express Charges		50	
"	23	"	do	" Balance due on Brick Oven	225	00	
1858							
January	1	"	do	" Plumbing of	43	04	
"	"	"	do	" Thompson and Alston of	300	00	
"	"	"	do	" Kahl's order to Kutz	285	37	
"	"	"	do	" Peasem and Marshall of	44	53	
"	9	"	do	" for Wood	6	00	
"	30	"	do	" Taxes	21	68	
February	2	"	do	" Sull and Lewis of			
"				for Kahl's Certificate	124	14	
"	2		Cash	paid Phil Conroy for Kahl's order			
				for Gas of	44	00	
"	"	"	Cash	paid for Wood	6	50	
March	24	"	Cash	paid Taxes on 5 acres	3	00	
April	1	"	Cash	" fixing Stairs of	2	00	
"	8	"	Cash	" paid Taxes	6	24	
June	5	"	Cash	paid for hanging Bell	3	75	
"	30	"	Cash	" Taxes Lot 3 B 14	5	88	

(81)

Aug	2	"	Cash " Insurance on House	40	00		
Sept	18	"	Cash " Sewerage etc	6	50		
Oct	4	"	Cash " Interest	70	00		
Nov	19	"	Cash sent Mrs Fuller Elgin	460	00		
"	19	"	Cash paid for Rent	14	00		
" 1859	30	"	Cash "	10	00		
Jan	1	"	Cash " Taxes	26	10		
Feb	19	"	Cash " Taxes on Newborn Addition	5	38		
April	1	"	Cash pd Repairs Birchhoff Room	10	13		
"	10	"	Cash pd Sowing Rent	7	5		
May	3	"	Cash pd Making Abstract	5	00		
<u>Amount Carried forward</u>				4110	01	1859	1/1
1859		To	Am't Brought Forward	4110	01	1859	1/1
May	6	To	Cash Paid Interest	70	80		
June	17	"	Cash " Painting Signs	2	50		
July	13	"	Cash Paid Taxes on 5 acres and on Lot 5 County and State	12	50		
Aug	12	"	Cash paid Interest on Mortgage	135	00		
Sept	3	"	Cash paid Insurance on house	32	00		
Oct	8	"	Cash " John Sollett etc	4	50		
November	1	"	Cash " Banking house	7	5		
"	29	"	Cash " Putting up petitions	6	12		
"	"	"	Cash " for Lumber	1	95	4346	19
1860			<u>Dolls</u>			6148	96
March	10	To	Cash Paid City Taxes	30	52		
Jan	6	"	Cash " Int on Mortgage	64	50		
July	21	"	Cash Paid Taxes County and State	19	00		
"	21	"	Cash " do on 5 acres	2	10		

(82)

Augt 9	"	Cash Insurance at Home	30 00	
Sept 22	"	Cash " Gas filling etc	1 60	
Oct 31	"	Cash 1/2 Demand etc printing		
		Advertisement "Home bolt"	6 00	
"	"	Cash Paid Tho George etc	8 75	
"	"	Cash Paid Accounting Dept 5000	1 00	163 47
		Dollars		<u>632 43</u>

Carried forward to Cr Mut

Errors and Omissions Excepted

Chicago November 1. 1860

1856	<u>Mrs M Living In etc with Dry and Finck Cr</u>			
March 5	By	Cash Deposited	62 50	
May 9	"	do do	36 00	
Nov 18	"	do do	35 00	
Dec 4	"	do do	48 70	
Dec 24	"	do do	37 00	
1857		Dollars	<u>229 60</u>	<u>229 60</u>
Jan 17	By	Cash deposited "	14 00	
Mar 16	"	Cash deposited "	17 00	
May 12	"	Cash from Pat Kinn	4 38	
July 6	"	Cash deposited	61 00	
" 14	"	On Note (Garup) and Int	142 21	
" "	"	Balance of Interest etc paid	50 60	157 89

July	20	By Cash rec ^d for Rent		6 00	
"	"	" Cash borrow'd from Mr Hartney		600 00	
"	21	" Cash (deposited)		421 25	
"	29	" Cash do		34 00	
Aug ^t	6	" Cash rec ^d from Kennedy & O'Brien		9 00	
"	20	" Cash deposited		30 00	
"	"	" Cash from Pat Kane		3 00	
"	29	" Cash deposited		300 00	
Sept	11	" Cash do		31 00	
"	23	" Cash for acc ^y from Eastman		600 00	
"	26	" Cash deposited		20 00	
"	29	" Cash from Kennedy		6 00	
Oct	17	" Cash from Kimball	}	50 00	of the Sylvania Cent of Chicago
"	24	" Cash " do		50 00	
"	31	" Cash " do		50 00	
Nov	7	" Cash " do		50 00	
"	10	" Cash deposited		100 00	
"	17	" Cash from Pat Kane		3 75	
Amounts Carried Forward				2377 00	1806 99
1857		By Amount Brought over	Dolls	2377 00	1806 99
Nov	20	" Cash from Elgin	dolls	200 00	
"	"	" Cash " Oct 1		8 00	
1858		" Cash for Rent " 13		5 00	
Jan ^y	29	" Cash from Pat Kane		3 00	
Feb	22	" Cash " Pat Kane		3 25	
March	4	" Cash deposited		100 00	
"	22	" Cash " Kennedy		8 00	
"	31	" Cash " Pat Kane		3 12	
Apr	28	" Cash " Pat Kane		6 25	

(Exhibit B) Sylvania Cent of Chicago - An Account
of the Sylvania Cent of Chicago

Amount Brought over - from last month's account
of the Sylvania Cent of Chicago

June ¹⁸⁴⁷	2	"	Cash	of Isaac H Peters	30	00	
"	22	"	Cash	" Pat Name	2	50	
July	1	"	Cash	" Isaac H Peters	32	00	
"	5	"	Cash	" Pat Name	2	50	
"	15	"	Cash	" Deputed	60	00	
"	28	"	Cash	" deputed	75	66	
Aug	9	"	Cash	" Isaac H Peters	20	00	
"	16	"	Cash	" Isaac H Peters	20	00	
Sept	28	"	Cash	" Isaac H Peters	21	00	
Oct ^r	5	"	Cash	" Isaac H Peters	26	00	
"	11	"	Cash	" Pat Name	5	70	
Nov ^r	20	"	Cash	" deputed	50	00	
Dec	8	"	Cash	" of daughter	10	00	
"	9	"	Cash	rec ^d on mortgage on lot in Newbury Addition	2895	00	
"	11	"	Cash	deputed	5	70	
"	29	"	Cash	from Isaac H Peters	50	00	
Jan ^y	4	"	Cash	to Mr Gray and interest	32	50	
"	"	"	Cash	deputed	32	26	
"	31	"	Cash	do	5	70	
Feb	4	"	Cash	Isaac H Peters	40	00	
March	4	"	Cash	for home sold	5	70	
"	"	"	Cash	from Tim Garrison	3	00	
April	1	"	Cash	from Bischoff	16	66	
Amount Carried Forward					6152	70	1876 99
By Amount Bort Forward					6152	70	1876 99
May	4	By	Cash	from Pat Name	7	25	
"	11	"	Cash	" Isaac H Peters	21	00	
"	9	"	Cash	" Isaac H Peters	15	00	
"	16	"	Cash	" Isaac H Peters	15	00	
"	23	"	Cash	" Isaac H Peters	12	00	

(85)

June	3	"	Cash from Anna	94 00
"	6	"	Cash " departed	9 00
"	2	"	Cash " Isaac & Peter	15 00
"	"	"	Cash " Reichoff	16 82
"	30	"	Cash " Isaac & Peter	15 00
July	5	"	Cash " Reichoff	16 66
"	5	"	Cash " Isaac & Peter	15 00
"	18	"	Cash " Isaac & Peter	15 00
Augt	20	"	Cash " Isaac & Peter	10 00
"	29	"	Cash " Pat Kane	12 00
"	"	"	Cash " departed	71 00
Sept	1	"	Cash " Reichoff	16 66
"	1	"	Cash " Isaac & Peter	10 00
"	1	"	Cash " departed	66 78
"	12	"	Cash " Isaac & Peter	12 00
Octbro	12	"	Cash " Reichoff	16 66
"	21	"	Cash " Isaac & Peter	12 00
November	4	"	Cash " Tim German	15 00
"	5	"	Cash " Reichoff	12 00
Dec	1	"	Cash " Reichoff	12 00
"	21	"	Cash " Isaac & Peter	20 00
1860 Januy	1	"	Cash " Reichoff	12 00
"	3	"	Cash " departed	50 00
"	16	"	Cash " and Tickets for Self	10 00
"	10	"	Cash " Isaac & Peter	15 00
Feb	6	"	Cash " Reichoff	12 00
"	"	"	Cash " Oct 16 1858	20 00
"	14	"	Cash " departed	11 00

Amount Carried Forward
Ors Continued

6835 53 18699

1860 (86)	By Amount Brought Forward -			1856 99	
"	do	do	do	6835 53	8642 52
(Feb-17 th 1860 By Balance of 1 st of 1859 \$2493.56)					
Feb	21	By Cash from	Peters July 9 1859	15 00	
"	"	" Cash "	Peters Aug 2 "	11 00	
"	"	" Cash "	Peters Oct 9 "	20 00	
"	"	" Cash "	Peters	10 00	
March	5	" Cash "	Reichhoff	12 00	
"	15	" Cash "	Peters	10 00	
"	28	" Cash "	Peters	10 00	
April	19	" Cash "	Reichhoff	10 00	
"	21	" Cash "	Peters	10 00	
May	7	" Cash "	Reichhoff	12 00	
"	7	" Cash "	Peters	15 00	
June	4	" Cash "	Reichhoff	10 00	
"	20	" Cash "	Peters	9 00	
"	25	" Cash "	Peters	17 50	
July	4	" Cash "	Reichhoff	10 00	
"	7	" Cash "	Peters	6 00	
"	20	" Cash "	Tim Gerrans ^{Nov 28/60}	12 00	
"	"	" Cash "	Pat Rowe ^{Nov 28/60}	14 00	
"	"	" Cash "	Peters	9 00	
Augt	2	" Cash "	Peter	11 20	
"	4	" Cash "	Reichhoff	10 00	
Sept	4	" Cash "	do	10 00	
"	"	" Cash	deposited	60 00	
Nov	1	" Cash	deposited	34 00	347 70
1860			Dollars		8940 22
Oct	31	By Balance of 1 st of 1860 from July 1 st of 1859			347 13
1860			Dollars		9337 35
Oct	31	To amount of 1 st of 1860 from the			6312 43
		By Balance due me living to this date		Dollars	3024 92

Comrs and Mission. Extract
 Chicago November 1 1860

(87)

State of Illinois }
County of Cook } ss

Superior Court of Chicago
In Chancery

John Miller

vs

Murielt Livings }
and others }

Depositions of Hiram Joy, John Bond,
Annie White, Carlos De Prof. Rose
Fuller and William Corbett
No 10 Carter Clark

The Depositions of witnesses produced sworn and examined before me Ira Scott one of the Masters in Chancery of the Superior Court of Chicago and taken before me at my office in the City of Chicago on the part of the Defendants in above cause. With the consent of the solicitors of the respective parties appearing in the cause, The said parties the Complainant by Mr Farrell and the Defendants by Mr Dent appearing at the place aforesaid this 13th day of May A.D. 1862 at which time and place the following proceedings were had

Hiram Joy a witness produced sworn and examined on the part of the Defendants deposes and says

1st Int

State your name - age residence and occupation and do you know the parties to this suit

Answer

Hiram Joy - forty four years old reside in Chicago, and am a Ice Dealer. I know the defendants but don't know the complainant

2^d

Please look at the Mortgage or paper marked Exhibit B and now produced before the Master by the Complainants counsel, and state whether or not you remember having seen the same signed by Murielt Livings

Answer

I dont remember ever having seen that paper before al-
though my name is to it here.

Complainants Counsel objects to evidence on the ground
that it is not competent for the subscribing witness to incul-
cidate the instrument!

3^d

State whether or not you remember the circumstance of
said Marriet Livings signing such mortgage if she did so
in your presence

Answer

I never did hear of such a paper in any way whatever, I never
did until I heard of it several years afterwards from Mr
Miller. The first that I heard of it was by Mr Miller some time
afterwards, that I remember. My Book Keeper told me
that Mr Miller was there with such a document, I see by
the paper attached to it that I must have known of it, but
I dont remember it, I must have signed that but I dont
remember doing it. Mr Miller and Mr Wright came
to my house once I think he asked me if that was my
signature and I said it was. I dont know which one
asked me

4

Why do you think from the Certificate annexed to it
that you must have known of it

Answer

The amount of it is I never heard of the money being
gotten I dont know why I think so. I dont remember
of ever hearing of such a thing before and never knew any
thing about her getting the money.

5

State whether or not on affixing your signature as a witness
to said paper you knew or was informed by Miss Livings or
any other person that she was giving a mortgage on the

(89)

property described in that paper.

Answer

I never did.

6

If you next before Calvin Wolf to prove the execution of the paper, state all the circumstances connected with your so doing, and particularly whether or not you at the time knew that the execution of such mortgage was sought to be proved by you

Answer

I never did, I don't remember ever going before Calvin Wolf with any such paper

7

You remarked that your Clerk Mr Bond once told you Mr Miller been to your office with such a paper at what time did you learn that fact

Answer

It was last spring or summer Past spring I think I can't place the time exactly

8

Do you know whether it was before or after Mr Miller and Mr Wright called at your house as you have above stated!

Answer

Well I think it was after, But I can't be certain

9

What if any thing do you know as to whether Mariet Livings was indebted to Augustus Fiskie or not at the date of that mortgage?

Answer

She was not I think. I don't think she was, I never heard that she was,

10

State what if any thing you know as to whether or not she received any consideration for the giving such mortgage?

Answer

Not that I ever knew or

11

In what business was Augustus Fiskie engaged and

(90)

with whom on the tenth of August 1857. How long before and afterwards was he thus engaged and associated.

Answer With me in the Ice business the firm was Joy and Fiskie. It had been about ~~ten~~ years before he commenced with me as Clerk. His Clerk for about four years and had been in my firm for six years. He was so associated with me to the fall of 1860 - the fall of sixty he bustled up.

12 What dealings if any did you or your firm have with Mrs Swings one of the defendants prior to November 1860. By whom were they conducted and how long had they continued up to that time.

Answer She deposited her money with us and we collected her rents. Joy and Fiskie conducted the business and had done from fifty five or fifty six up to 1860 four or five years it was.

13 About what amount of rents did your firm so collect?

Answer Money and rents of houses was nine thousand three hundred and thirty seven dollars and thirty five cents as our books show.

14 Do you know about what proportion of that was received after the tenth of August 1857?

Answer About six thousand four hundred and forty two dollars and thirty five cents.

15 Did you or did Mr Fiskie frequently go to Mrs Swings to get leased receipts or pouches signed by her?

Answer We have,

which one of you commonly did so

16 Answer Will I have done so and Mr Fiskie has I don't know

(91)

which the most

17

State whether or not at the time of affixing your signature as a witness to said Exhibit B you explained or made known to her the Character of the instrument and whether the same was explained to her by any other person as far as you know.

Answer

Never, I never explained it to her to my knowledge. I think it was never to her at all by any body. I don't think she ever of such a thing in existence.

18

State whether or not if you had known it was a Mortgage for the amount specified in it you would have signed the same as a witness without explaining the matter to her or would knowingly have seen her execute it without making such explanation to her

Answer

I never should

19

State whether or not a settlement was had or made between Mrs Living and the firm of Joy & Fiskie in the Spring of 1860 and if so what occurred and particularly whether any thing was found to be due her from your firm (Objected to as immaterial and incompetent

Answer

There was a settlement had in March 1860 along about the first of March 1860. She looked over her account with Mr Bond and found she had paid every thing she owed. he congratulated her upon her good luck Mr Bond did. I was there at the time and saw them

20

By whom was her business generally conducted after 1855 and before the Spring of 1860, in reference to the giving deeds and executing like papers if any were executed

(92)

by her

Answer

I always attended to it,

21

State whether or not you knew of any business dealings between her and Augustus Furbie distinct from those of your firm?

Answer

I never did

22

State whether or not you would have known the fact if there had been any such dealings to the amount of three thousand dollars or any like sum

Answer

I should

(Adjourned by consent to May 14th at 3 P.M.)

May 14 1862

Examination Mr Joy postponed to take Deposition of John Bond)

1862 May 19th

(Parties appeared by their Solicitors)

The witness in explanation made at his request of his answer to the fourteenth direct interrogatory says from the tenth of August 1857 to November 1860 the amount paid in to her credit was Eight thousand two hundred and eighty two dollars and ninety six cents

X

(Cross Examination)

1st Cross Int.

When you went before Mr Wright at the time you refer to was you sworn by him and examined as a subscribing witness to the instrument marked Exhibit B.

Answer

Mr Wright came to the house - my house first at that time. Mr Wright and Mr Miller came, he held my name up there and asked if that was my name in there and I said it looked like it

2^d

Did Mr Wright administer any oath to you as a subscri:

(93)

bring witness to this instrument

Answer I should think he did. I can't be certain, in the usual form I suppose

3^d Has Calvin Dwyer at any time sworn or examined you as a subscribing witness to this instrument?

Answer He has not.

4 Are you positive that he has not?

Answer I am.

5 Do you know whether the certificate of Calvin Dwyer now appearing below your name upon the instrument was upon it at the time Mr Wright showed it to you?

Answer I think it was they said there was some thing in it, it was informal or something like that, that was the reason they wanted a new one

6 Had you before that time any knowledge that Calvin Dwyer had taken any proof of the execution of the instrument?

Answer Never had.

7 Had you before that time any knowledge that he had made a certificate of such proof?

Answer Never had.

8 Had you before that time any knowledge that you had signed this instrument as a witness thereto?

Answer I never had any knowledge that I had signed as a witness.

9 At the time Mr Wright took proof of your signature and of the execution of the instrument, did you know what instrument it was?

Answer I did not

(94)

10

Is the signature as nitreys your hand writing?

Answer

I should think it was

11

In whose hand writing is the signature of Mrs Living?

Answer

I could'nt say, why can't you say?

12

Why can't you say?

Answer

Nel - come to examine it - it looks better than her hand writing

13

Are you acquainted with her hand writing?

Answer

I have seen her write - not much acquainted with it however, never saw her write much

14

At or about the time that Mr Wright called on you was not he acting as agent for Mrs Living with reference to this claim?

Answer

I think not -

15

Did not Wright & Tynard act as agents for Mrs Living with reference to this claim in the year 1860?

Answer

Not to my knowledge

16

Who had charge of putting up the building for Mrs Living on the Wells street lot?

Answer

Kahl the architect

17

Where is he now?

Answer

The last I heard from him he was in New York City

18

How much did that building cost?

Answer

Four thousand four hundred and sixteen dollars

19

Does that include all the improvements to the lot?

Answer

Yes sir.

20

When was it commenced and when completed?

Answer

Can't remember.

21

In what year was it commenced?

(95)

Answer

I guess fifty seven. I think it is.

22

How long was it in building?

Answer

One summer. about three months

23

Who were the contractors?

Answer

I can't think of their names. Bannum I think Bannum & Brother, I think that's the name. It's Bower, that's it. Bower & Brother

24

How do you know how much it cost?

Answer

I know what the contract was for the stone work, and what the contract was for the carpenter work, the stone work the stone and brick work included. Was two thousand dollars. Carpenter work was two thousand four hundred sixteen dollars. the Carpenter work, plumbing and all the rest of the work. Mr Kahl made the contracts.

25

Were those bills paid by any one?

Answer

We paid some, and I think she paid some out of her money. I am pretty sure she paid some of the bills. I assisted in looking after the building at the time they built it

26

What portion of these moneys were paid by her?

Answer

I could not say

27

When did she keep or deposit the money, which she used for that purpose?

Answer

With Joy & Furbie

28

When was this improvement fully paid for?

Answer

I could not say - I don't know.

29

Of whom did she purchase the lot upon which the improvements were made?

(96)

Answer

Mrs Sewing.

30

Where?

Answer

I should think about fifty five - I should think it was that -

31

At what price?

Answer

I believe it was about five hundred and fifty dollars it might have been more than that - it might have been six hundred - five hundred and fifty I think it was,

32

On what terms of payment?

Answer

quarter down - balance one - two and three years

33

Was the money drawn from Joy & Frisbie or upon her account with them to pay for this lot?

Answer

I think not.

34

Was any portion of it?

Answer

There might have been some - the last part, but not much if any - there might have been some.

35

At the time the contracts were made for the improvements upon this lot how did her account stand with Joy & Frisbie?

Answer

That I couldn't say - I think we owed her. She had our note for a considerable amount. I don't know how much, fourteen or fifteen hundred dollars or more, then she mortgaged her lot which she had on the West side and got eight hundred dollars and then she had six hundred dollars from her father I don't know how much she had some more - quite a large amount from her relatives - Mr. Farmer of Aurora. These moneys came into our hands from her at different times

36

When were the contracts for making the improvements entered into?

(197)

Answer

I should think in fifty seven, but I cant tell, cant tell the time - the same year I built my Store I know,

37

Did you see those contracts?

Answer

I think I did,

38

When did you last see them or any of them?

Answer

The year the house was built about fifty seven I think

39

Do you know where they are?

Answer

I do not

(Adjourned by consent to Thursday May 22, 8. Am.)

1862 June 5th

Parties appeared by counsel)

40

You stated in your direct examination that you never heard of this mortgage until Mr Bond informed you that Mr Miller had been there with such a document, had not you before that time heard or known that she had given a mortgage of some kind for three thousand dollars or there abouts

Answer

Well I didnt remember that I had - I didnt remember any thing of the kind. I had not heard to my knowledge.

41

Was you present before the Master a few days since when Mr Bond was examined in this suit?

Answer

I was in here a few minutes the last time

42

Please look at the Exhibits marked C and D and identify by him as being the statement of account of Joy & Sis tie with Mrs Lirings made out by him and presented to her on or about November first 1860, and state whether you have ever seen this account before the day he testified?

Answer

yes Sir

43

When did you first them

Answer

I think it was along about that time November 1860

(98)

44 On what occasion or where did you see them?

Answer Well, I saw them at the office, our office

45 Did you deliver them to Mrs Livings?

Answer I think I did

46 Please look at the entry in the credit portion of the account which reads "1858 Dec 9. By cash received on Mortgage on lot in Newbury addition \$2895.00 and state what mortgage is there referred to,

Answer I suppose it is the mortgage in question

47 Please look at the Debit portion of the account and state whether the money therein charged as paid to Stahl or on Stahl's orders - and for building house - for brick work - for plumbing - to Thomson & Alston are not a portion of the moneys paid by Joz & Heistie for Mrs Livings in improving the mortgaged premises

Answer I can answer this re paid out moneys for Mrs Livings re paid out her moneys, the items referred to in the question constituted a portion of the moneys paid by us for her in improving the mortgaged premises, I don't think a dollar of the moneys received on the mortgage went into that building.

48 From whom did you receive the moneys on the mortgage mentioned in the account shown you

(adjourned by consent to 6 inst at 3 PM)

1862 June 6 Parties appeared pursuant to adjournment)

(cross examination resumed)

Answer I don't know of any other knowledge

49 From whom did you understand or was told the moneys were received?

(99)

Answer

Well I suppose it came out of the moneys that she paid in, and that was paid in for her, I never supposed that any come from Mr Miller

50

Please look at that portion of the account marked Exhibit C, and state what interest was paid for her by Joy & Fustie for which they have charged her the various items of interest on the account

Answer

Well, the account was then a good deal tumped up, to get it as big as we could, I dont mean as big as I could because I had nothing to do with the account - Mrs Livings contentsed that it was so.

51

Do you mean that Joy & Fustie never paid for Mrs Livings any of those moneys which are charged to her account as interest paid for her?

Answer

I dont know.

52

Did Mrs Livings commence a suit in the Superior Court of Chicago against Joy & Fustie in November 1860, to recover a balance which she claimed due her on account?

Answer

I confessed judgment for her then.

Question repeated

53

If confessing a judgment would be the commencement of a suit there was one commenced. The suit was commenced because we had it commenced to confess judgment to get it in ahead for what we owed her.

54

Was you served with a summons in that suit?

Answer

I think I was

55

Did you mean that you had a defence to that suit?

Answer

I dont think I did, I dont remember that I did

56 Who acted as the Attorney of Mrs Livings in that suit?

Answer I think it was Mr Van Buren.

57 For what amount did you confer judgment?

Answer I think it was thirty three hundred dollars and some odd cents.

58 Has that judgment been paid or collected?

Answer Not to my knowledge.

59 Has execution issued upon it?

Answer Well I do not know.

60 When did Joy & His lie fail and make an assignment of their property for the benefit of creditors?

Answer I think it was in November or December 1860.

61 Did that assignment give preferences?

Answer Yes sir.

62 Is Mrs Livings a preferred creditor?

Answer She was.

63 In what class?

Answer First.

64 For what amount?

Answer I forget the amount.

65 Give it according to the best of your recollection?

Answer I think it ought to have been about thirty six or thirty seven hundred dollars.

66 How much do you think it was?

Answer I couldn't say - I think it was some less than that I don't know -

67 Who was your assignee?

Answer Henry Fuller.

(101)

68

Is he the man who is commonly called Judge Fuller, formerly connected with the City Rail Road Company.

Answer

Yes Sir

69

Is he related to Mason Fuller one of the Defendants in this suit

Answer

Not to my knowledge He is not

(Direct examination resumed)

73

State whether or not you knew at or about December ninth 1858 of any money having been received by Joy & Justice for or on account of Mrs Livings upon a mortgage on a lot in Newberys Addition to Chicago or whether you heard of it at or about such time?

Answer

Never,

74

State whether or not she ever requested the making of such mortgage or the sale thereof or ever had any connection with such sale or had any thing to do with it in any way

Answer

She never had - and never did make any such request

75

State whether or not so far as you know she then knew of there being such mortgage

Answer

She never did know it I think -

76

State whether or not she requested the payment of interest on such mortgage at any time or if you know whether she directed the payment of any such interest at any time?

Answer

She never did

77

State if you know about when knowledge that such items entered into her account with Joy & Justice either by way of credit on account of such mortgage or of charges for interest paid, first came to her.

Answer

I think it was about between October and November 1860

28

State whether or not she assented to such items or any of the same and particularly what occurred as between her and yourself or Joz Vrisbie and herself in reference to such things when she first came to know thereof?

Objected to on the ground that the statements or declarations of Mrs Livings are not evidence in her favor,

Answer

She objected to them and said it was all wrong, that it was a fraud and a swindle. She cried and acted like a crazy woman

29

State whether or not at that time you remembered or do now remember that she had ever executed such Mortgage?

Answer

I never did at that time, and have tried to bring it to my mind, and never can bring it to my mind by any circumstances

30

State whether or not if you had seen her sign such Mortgage and had witnessed the same knowing it to be a mortgage you would have forgotten it, by October or November 1860 or would now be unable to remember it

Answer

I should not have forgot it

31

State in what year you design to have it understood in your direct examination that Mr Bond told you that Mr Miller had called at your office with a mortgage of Mrs Livings

Answer

In 1860.

32

State whether or not at such time you had any knowledge that she had executed such mortgage?

Answer

at that time I could not bring to mind that I ever had, I asked him to help me. He could not.

33

If you signed your name as a witness to the Mortgage

11
(103)

or paper marked Exhibit B, state whether or not you remember the document having been previously filled up?

(Objected to as leading)

Answer

I do not I signed anything he asked me to as a witness without taking much notice of it. I mean Furbie

34

State whether or not you signed any documents in blank if you remember how the fact was in that regard.

Answer

Well I have.

35

State at whose suggestion if at the suggestion of any one the suit of Mrs. Livings against Joy & Furbie was brought

Answer

It was brought by my suggestion.

36

What encouragement if any was held out to her to induce the bringing of such suit?

Answer

To get the first lien on the property

37

State what if any thing had previously occurred between Joy & Furbie and Mrs. Livings in respect to having the alleged mortgaged marked Exhibit B, taken up and by whom it was to be done if at all

(Objected to as incompetent)

Answer

It was to be taken up by us, Joy & Furbie she was to have nothing to do with it at all

38

What if any encouragement had been held out to her by Joy & Furbie after she first learned that such mortgage was set up or held as a claim against her that the same would be so taken up by Joy & Furbie

(Objected to as leading)

Answer

We sent Mr. Bolton to settle with her at all hazards. He was afraid she would make us trouble, the man sent

and tried to do it, He went to settle with her and she would not settle,

(Objected to as improper and as hearsay)

34

State whether or not Joy & Fiske after you first learned claim was made under such mortgage repeatedly promised Mr Miller to take up such mortgage or arranged with him so to do and if so by whom and for whom was it to be done,

Answer

Joy & Fiske offered security. I went to Mr Miller and showed him the security part of it. I offered to go and show him the other and he thought he would not go, since that it has been sold for thirty three hundred dollars, the same property I offered him. This property has clear income, no judgments

40

Why if you know did Joy & Fiske offer or propose to take up such mortgage?

Answer

The reason was we considered that Mrs Livings had nothing to do with the mortgage at all

41

State whether or not the judgment confessed was upon the account marked exhibit D, or whether all the items of credit in favor of Mrs Livings with Joy & Fiske were stated in such account

Answer

Well it was lumped off. We did not confess so much as was due her, I wanted to and Fiske would not and she concluded she would take what she could get, we were in a great hurry and afraid somebody else would get ahead, would commence a suit against us.

42

What was then the prospect of collecting such judgment

Answer

I thought it was good,

(105)

43

What has been the result

Answer

It has turned out bad.

44

Why?

Answer

There was some. This same property that I offered to Mr Miller I made some notes on it raise some money to pay Mrs Livings in part Mr Fiskie got hold of those notes and turned them out to pay his own debt

45

What about the other property if any from which you thought the judgment could be collected, how was it situated and what became of it

Answer

I thought I could get her security on our Crystal Lake property but that failed

46

State whether or not the property of Jy & Fiskie was encumbered so that the judgment could not be made

Answer

Yes sir Every thing was encumbered.

47

As to the assets assigned to Fuller about what were they worth, or what could be realized from them over and above the liens if any on them at the time of the assignment

Answer

I don't think there could be enough by fifty thousand or a hundred thousand to pay -

48

State whether or not Mrs Livings has been in any way benefitted either by the judgment or assignment so far as you know

Answer

She has not one cent so far as I know.

49

You have stated that Mrs Livings about March 1860 looked over the account on the books with Mr Bond state whether or not she examined the items at that time?

Answer

Never looked at one item - only the postings

(106)

(Cross examination resumed)

69 You say that when you confessed judgment to Mrs Linger you thought the judgment was not for enough, how much more did you wish to confess for

answer I think it was between three and four hundred dollars

70 Don't you know or haven't you been informed that an execution issued upon that judgment, has been levied upon property formerly belonging to Mr Fishie and which it is claimed has been fraudulently transferred by him in order to delay or defraud his creditors

answer I know there has been proceedings against that property I don't know the shape it's in. I know they proceeded against it, they are doing the best they can to get hold of it, and I think it will come to, I did not know that it was necessary to take out an execution to proceed against it

71 Where is this property situated which you refer to now?

answer On Kabash Avenue the second door from twelfth street, on the East side of the street

72 What is it worth?

answer I should think it ought to be worth about ten thousand dollars.

73 Who pretends to be the owner of it?

answer Mrs Millett Mr Fishie's sister

74 Please look at the check now shown you and marked Exhibit E, and state in whose hand writing is the filling up of that check?

answer Agastus Fishie my partner I should think

75 Do you know whether Joy & Fishie received the money

(107)

on that check?

Answer I do not

46

Have you examined the books or cash account of Joz Fiskie so that you know whether such books show any such money received

Answer

I see the books says so, the ledger and the account marked Exhibit D. in Mr Bonds hand writing; the reason it appeared so blind to me is there was not any thing said to me about it in the office. I have always been consulted on the Livings matter (Direct examination resumed)

50

At whose instance were proceedings taken to set aside a supposed conveyance from Fiskie to Mr Willett or to reach the property on Halask Avenue to which you have referred

Answer

It was at my instigation,

51

State the progress of the proceedings

Answer

Well I really cant I dont know how far along it is,

Subscribed and sworn to before me

this 6th day of June A D 1862

Ira Scott.

Horium Joy

Master in Chancery of
the Superior Court of Chicago

1862 May 14th

John Bond a witness produced, sworn and examined on the part of the defendants deposes and says.

1st Int

Q^o State your name, age, residence and occupation and do you know the parties to this suit

Answer

John Bond, age fifty nine, reside now in Michigan my business residence for over ten years has been in Chicago and am Book keeper. I know Defendants Fiskie and

(108)

Mr. Livings

2^d In what business were you engaged on the tenth of August 1857, and with whom and how long did you continue therein?

Answer Book keeper, with Joy & Fuisbie and continued therein until they made their assignment in December 1860. I went in their employ some time in April 1856, about the middle of the month

3^d Who composed the firm of Joy & Fuisbie

Answer Hiram Joy & Augustus Fuisbie

4 Did you have occasion to know of the business of Mrs. Livings one of the defendants, as it respects the renting of her houses and the management of her real estate

Answer Yes Sir

5 By whom was such of her business transacted?

Answer Mr. Joy - Hiram Joy principally.

6 State whether or not she was indebted to said Augustus Fuisbie in August 1857 in three thousand dollars or any like sum

Answer No Sir - She was not

7 State whether or not if she had been so indebted you would have known it?

Answer I should have known ^{of} it

8 State whether or not at about said date and until November 1860 said firm frequently received considerable sums of money from her?

Answer Yes Sir

9 State whether any examination of her account with them was made by her at any time if so when and how

(109)

was it found

Answer I made their account with her from the commencement until the last of October I think it was 1860. there was a balance to her credit of three thousand dollars and over - inside of fifty if I recollect right. She was there one evening we did not go into a minute examination of her account, we took the aggregate debits and credits

10 State whether or not at or about its date you knew or heard any thing of the alleged mortgage marked Exhibit B, now produced to you by the Complainant's Solicitor

Answer I have no recollection of ever having seen that mortgage before

11 About when and from whom did you first hear thereof?

Answer It was from Mr Miller himself personally that I ever knew that there was a mortgage held by him. It was in the fall of 1860 I think. It was from Mr Miller himself that I first heard of this mortgage I think. I think I never knew any thing of the mortgage until Mr Miller told me himself. It was in the fall of 1860 either in August or September or October 1860 along in the fall some time

12 About how much were the receipts of Joz & Fiskie from Mrs Living's or the credits given to her on their Books during the year of 1860. give your general recollection.

Answer Well I could not tell in the absence of the Books

x

(Cross Examination)

1st Cross Where are these books you refer to?

Answer In the possession of Judge Fuller the assignee.

2^d What rents or for the use of what property did Joz & Fiskie

(110)

received money on fees account?

Answer Three lots on the West side of the river and one on the North.
3 Were there any improvements on any of these lots?

Answer Yes Sir, I never saw the improvements on the lots on the West side. They received the rents for the lease of the lots. There was a Brick house on the lot on the North side, on North Wells street.

4 What was the yearly rent which they received on the West side property?

Answer My recollection is not distinct. But I think it was in the neighborhood of thirty dollars a lot. It used to come in little dribbles of five dollars or so. Mr Joy collected them.

5 When was the Brick building put on the Wells street lot?

Answer I really cannot answer that question. My impression is that it was not finished so that it could be rented until 1858 or 1859.

6 By whom was the money furnished to erect that building?

Answer Mrs Living

7 Did Joy & Fiskie or either of them have any thing to do with the putting up of that building?

Answer Mr Fiskie had nothing. Joy in connection with Messrs Living made the contracts and superintended the erection of it. Fiskie had nothing to do with it.

8 Who were the Contractors that put up the building?

Answer I can only remember one firm Malburn & Baumann and a man by the name of Kable was the architect. I have forgotten the other contractors. Malburn & Baumann are masons. My impression is one is a mason and the

(111)

other a carpenter

9 How much did that building cost complete?

Answer I do not know

10 Before that building was erected what was the largest sum of money in the hands of Joy & Fieslie at any one time to the credit of Mrs Livinge?

Answer My recollection is about fifteen or sixteen hundred dollars. She held them not for fourteen hundred and odd dollars, which is included in the fifteen or sixteen hundred dollars

11 When and for what did they give that fourteen hundred dollar note?

Answer For money deposited with them by her, loaned them at various times. I think it was given in 1856 and given up the same year

12 When did she purchase the Mill's street lot?

Answer I do not know.

13 How much did she pay for it?

Answer I do not know.

14 When this note was given up and the amount due paid to her credit, how much was there to her credit then?

Answer I could not tell how much in the absence of the Books

15 After that time or during the year 1857 how did her account stand?

Answer My recollection is about the last of August there was a balance due her of a hundred or a hundred and fifty dollars

16 Had any thing been done upon the building at that time

(112)

of so, what progress had been made?

Answer I do not know.

17 How do you know that Mrs Living paid for the building?
From representation made by Mr Joy, she received quite a large sum from a patronage and I think one time six hundred dollars.

18 Did she deposit with any one except Joy & Fiskie to your knowledge

Answer With no one.

19 Was this six hundred dollars deposited with them

Answer Yes Sir

20 When?

Answer I think in 1859 I am not quite clear about it.

21 Did the money that paid for the building pass through the hands of Joy & Fiskie or appear in their accounts with her.

Answer I think it did.

22 Did not you know that in order to meet the expense of putting up that building Joy & Fiskie had to advance some money to Mrs Living or permitted her to withdraw her account

Answer I have no recollection that she did

23 Have you ever before seen the note now shown you marked Exhibit A?

Answer Near to the best of my recollection

24 Are you acquainted with Mrs Living's hand writing

Answer Yes. I have seen her hand writing, but am not sufficiently conversant or acquainted to be able to say that I know absolutely her signature at this date.

(113)

25 How much did this building rent for after it was ready to rent?

Ans^r. My recollection is from three to four hundred dollars a year, a good deal of it they never got, it was a bad location for a boarding house.

26 How much rent did they receive from it altogether?

Ans^r I do not know

Subscribed and sworn to before
me this 14th day of May 19. 1862

Ira Scott

John Bond

Master in Chancery

of the Superior Court of Chicago

1862 June 3^d Cross examination of John Bond resumed.

27 Please look at the Exhibits now produced by the Counsel for the defendants and marked Exhibits C. and D. and state whether or not these constitute the account which you made out and rendered to Mrs Living at the time spoken of by you in your direct examination?

Ans^r Yes Sir

(direct Examination resumed)

13 State whether or not the attention of Mrs Living was so far as you know ever called or attracted to the credit undated of December 9th 1858 for twenty eight hundred and ninety five dollars

Ans^r It never was to the best of my knowledge

14 State whether or not so far as you know she had any opportunity of knowing thereof before the first day of November

(114)

1860 when the account marked Exhibit D. bears date

Answer

No Sir

15

Look at the name Mallitt Livings purporting to be signed to the mortgage marked Exhibit B, and state whether or not you recognize it as the signature of Mrs Livings one of the defendants in this case

Answer

I do not

16

State whether or not you have frequently seen her write her name and if so in what respects if any you recognize this alleged signature as differing from her handwriting

Answer

Well, I would answer that like this, I have no recollection of seeing her write her name. I have seen her name written, and from my recollection she did not write as good a hand as this. My impression is that she did not write as good a hand - I think a smaller hand - My recollection is indistinct - that is my present recollection. I have seen her signature but my recollection is indistinct. I could not tell how many times I have seen her signature I may have seen it a dozen times and may not half a dozen times

X

(Cross Examination resumed)

28

From whom was the said money credited December 9th 1858 received

Answer

I am not positive, I do not know.

29

From whom did you understand it was received

Answer

I have no recollection of ever having asked the question or ever having known from whom it was received.

(115)

Subscribed and sworn to before
me this 3rd day of June AD 1862

John Bondy

Ira Scott

Master in Chancery of the
Superior Court of Chicago

1862 June 18. Parties appeared by their Solicitors)

Jennie White a witness produced sworn and examined
on the part of the Defendants deposes and says,

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

Answer Jennie White, am seventeen, reside in Chicago, I am the
wife of William L White, I know the defendants, don't
know the Complainant, I am the daughter of Mrs Livings

2^o State whether you saw the paper marked Exhibit F
now shown to you signed by Mrs Livings

Answer Yes Sir

3 State if you know who procured her to sign the same
and what was said at the time

Answer Mrs Miller brought the paper there and said if she would sign
this note it would release her, this extension I meant
nothing else was said that I remember

4 Look at the receipts and well on and attached to the case
marked Exhibit E, and now shown to you and state whether
the signatures thereto were made by Mrs Livings if either or
any of them were made by her - who wrote such signatures.

Answer One of these was made by her and two of them I signed, The
one dated April 5 1862 was signed by Mrs Livings

5

Look at the papers now shown you and marked Exhibits A, and B, and state whether in your opinion the signatures there to purporting to be the signatures of Marriett Livings are in her hand writing,

Ans^r

No sir they are not

6

Why do you think they are not - if you so think from an examination of them

Ans^r

I think they are written finer and much better than she can write.

7

Do you remember whether or not on the occasion of signing the Extension paper to which you have above referred any thing was said about the note and mortgage by Mrs Livings if so state what was said,

(Objected to) as calling for declarations of defendant)

Ans^r

I remember that she said that she did not sign the note and mortgage,

8

Have you seen your Mother Mrs Livings write very much

Ans^r

Yes Sir I have seen her always when she did write, I still live in the same house with her.

9

State whether or not you consider yourself acquainted with her hand writing or signature

Ans^r

Yes Sir I do

(Cross Examination)

1st Prop^r But In whose hand writing is the signature Marriett Livings to the lease marked Exhibit E.

Ans^r

I could not say in whose hand writing it is

2^d

Whose do you think

Ans^r

It looks more like mine than Mathees in some respects.

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3

In what respects

answ

The word Living looks more like mine and Mannett looks something like hers. The M looks some like hers. its finer though. But something the shape

4

Did you write that signature

answ

I couldnt say whether I did or not.

5

When did you first see that Lease,

answ

I dont remember the time

6

Did you ever see it before you gave a receipt attached thereto dated July Eighth 1861

answ

I dont know

7

When did you for the first time see the note or mortgage shown on your direct examination or either of them

answ

I saw them both the first time he brought them to the house

8

Whom do you refer to

answ

Mr Miller

9

When was that

answ

I cant say whether it was the first or second time he came there

10

How long ago was it

answ

a little over two years ago I believe.

11

Did you sign that note or mortgage

answ

No Sir

12

Was the time that you say you first saw the note and mortgage the same time your mother signed this report for Extension of payment

answ

I think not

13

Which was it before or after

answ

If it wasnt the same time I think it was after. I think

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the extension paper was after

14 Where was this interview when this extension paper was signed by your Mother

Answer It was at Mathias two hundred and thirty two Lake street

15 Was any one present beside your Mother Mr Miller and yourself

Answer I dont remember

(Direct Examination resumed)

10 When Mr Miller first brought the note and mortgage when you saw them what was said about them

Answer He asked her if she had ever seen and signed them and she said that she had not

Who asked her

Answer Mr Miller

X (Cross examination resumed)

16 Who was present at this time if any one besides your Mother Mr Miller and yourself

Answer If any one was present it was a lady named Mrs Pratt I dont say for certain
Mrs J White

Subscribed and sworn to before me

this 18th day of June 1862

Geo Scott,

Master in Chancery of the
Superior Court of Chicago

1862 June 19 (Parties appeared by their Solicitors)

Calvin D. Wolf a witness produced from an examination on the part of the Defendants deposes and says

1st Int State your name, age, residence and occupation and do you

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know the parties to this suit

Quesn. Calvin D Wolf, age forty seven, residence Chicago, am a Justice of the Peace, I do not know that I know Miller I know Mrs Livings and Feislie, do not know that I know any of the others

2^d Have you seen Mrs Livings write?

Answe I have

3^d Look at the papers now shown you marked Exhibit A, and B, and state whether you recognize the name Mariott Livings purporting to have been signed by her, as being in her handwriting

Answe I do not. I have not seen her write many times, But the writing which I saw her write was coarser, heavier and I think Exhibited evidences of a poorer writer than the signatures to these Exhibits

X (Cross Examination)

1st Cross Int. When have you seen her write?

answe. sometime within a month, I cant give the precise time.

2 When?

Answe at my office

3 Did any one come with her to your office?

Answe Yes

4 Who

answe Ibram Joy

5 Have you seen her write on any other occasion

Answe I think I have on one other, It was in Eighteen hundred and forty seven, notably, I filed a bill in Chancery for her as attorney, I think she signed the bill, that's all I have ever seen her write publicly.

6 In what Court was that bill filed

answ In one of the Courts of Chicago, probably the Cook County Court of Common Pleas

7 Who were the Defendants

answ Her then Husband

8 Was it a suit for a divorce?

answ yes Sir

9 At the time that Joy and Mrs Livings called on you within the last month what was their business with you?

answ It was in relation to this mortgage and of my certificate at the bottom of it. Mr Joy previous to the time when I saw her write the last time spoke to me about the certificate at the bottom of this mortgage. I told him I had no recollection at all about it. But that the certificate was in my hand writing. He said Mrs Livings insisted that she had never signed it and asked me if I was willing to see her in regard to it. I consented and she came to see me with Mr Joy when she said it was not her writing, I asked her if she was willing to write as I would direct, she sat down and took a pen and some paper and wrote as I directed about what would cover a half a page of fool cap, she said that I directed her to write here such as Mary, Harriett, Janet Martin, Light, Live, and other words concluding the various letters of her own name, the lower part of the writing was in the form of a letter and signed with her own name at the bottom, that paper I have lost and cannot find.

10 Is the opinion which you have expressed as to the signatures to the Exhibits founded upon knowledge of her handwriting

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as obtained at that interview?

Answer It is entirely. I have no recollection about that former signature years ago

11 What is your opinion of the name Marriott Livings subscribed to the lease now shown you on Exhibit E.

Answer It looks very much like hers although written lighter and easier than the writings I saw her write. I cannot express a positive opinion

12 In your opinion does not that signature resemble the signature to the mortgage as much as it does her hand writing as exhibited to you on the occasion you refer to

Answer I think it does

13 Does it not bear a greater resemblance to it.

Answer I think it does

14 Is the certificate of proof of execution of the mortgage in your hand writing

Answer It is

15 Do you recollect when or where you made that certificate

Answer I do not

16 Do you recollect making it?

Answer No Sir

17 Do you of ever making a certificate of that kind certifying proof of the execution of an instrument by a subscribing witness thereto shown before you, without such witnesses being in fact shown by you?

Answer I do not

18 Was you Justice of the Peace August fifteenth 1857

Answer I was

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19 When in your opinion was that certificate made by you
answ at its date

(Direct examination resumed)

4 State whether or not you remember of Mr Joy or any other
witness being sworn when the certificate was made
answ I do not

subscribed and sworn to before me

this 19th day of June A.D. 1862

Geo Scott

Robert D. Moody

Master in Chancery of the
Superior Court of Chicago

1862 Parties appeared by their solicitors
August 8th Rose Fullager a witness produced sworn and ex-
amined on the part of the defendants deposes and says
1st State your name, age and residence and do you know
the parties to this suit

answ Rose Fullager, I reside in Chicago. I know Adam Miller
and Mrs Livings

2 Were you present about June 6th 1860 when Mr Aaron Wil-
cox procured the signature of Mrs Livings to the certain
papers marked Exhibit F. Now shown you.

answ I was not there when she signed.

3 Were you there when he came to get her signature?

answ Yes Sir

4 What conversation occurred between them at the time?

answ Well, I could not repeat all the conversation as I was get-
ting some work done. I took up a paper to read the first

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that attracted my attention Mrs Living's began to cry and spoke about signing some paper and he told her that if she did not sign that paper whatever it was he could not do any thing with Joy & Fribie and if she did it would release her, but had nothing further to do with her at all, then he could come on Mr Joy & Fribie, whatever the business was, he had nothing to do with her at all, it was with Mr Joy & Fribie, he said then he would go and see them and he got up and went out

5 What is your recollection as to the time this took place

Ans^r I think it was the early part of the Spring when I saw him there, it was about two years ago, I have seen him twice there

6 What took place when you saw him then a second time

Ans^r I got up and went out, I thought it was private business I did not stay nor hear what took place the last time.

(Cross Examination)

1st Q^{ry} Int. At the time of the conversation you refer to did you see any papers in the hands of Mr Miller or Mrs Living's?

Ans^r No Sir

2nd Who else was present if any one

Ans^r Her daughter Jennie

(Direct Examination resumed)

7 Did Mr Miller request Mrs Living's to sign some paper?

Ans^r He told her that if she would sign some paper that he could come on Joy & Fribie as it was he could not do any thing with them and he did not wish to lose his money

8 Where was the paper, if you know

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Answer

I don't know

9

State whether or not you looked to see whether there were any papers in the hands of either party

Answer

I did not

10

Could you say positively whether there were any papers or not in their hands at the time

Answer

No sir

X

Cross Examination resumed

3

Was any thing more said between them that you can recollect except that which you have stated

Answer

Nothing only Mrs Livings asked him if she would sign that paper if it would clear her

4

Did not their conversation relate to some arrangement by which further time of payment was to be given on some indebtedness

Answer

There was nothing said that I can remember about an arrangement or an indebtedness only the signing of a paper

5

How long have you been acquainted with Mrs Livings?

Answer

Fifteen years

6

Have you been intimately acquainted with her during this time

Answer

No sir, not all the time

7

How long have you been intimately acquainted with her

Answer

I have taken my note there for four or five years excepting the last two years

8

In what business has Mrs Livings been engaged?

Answer

Dress making

9

Has she carried on the business in her own name?

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Quesn Yes Sir

10 Did you ever receive bills or receipts from her

Quesn No Sir I have never received but one bill and that was in her daughters writing Jennie

11 Have you ever seen Mrs Livings write?

Quesn No Sir

12 Is she an intelligent woman capable of transacting business

Quesn I dont know, I have never had any business to do with her any more than to state the price of my dress and pay for it before I took it away

13 Did she appear to be a person of sufficient intelligence to carry on the business of dress making as far as you had occasion to notice

Quesn I dont know how to answer that for it dont require but little intelligence to make a dress, set a price and its done with

14 Where was her shop or place of business

Quesn Near Lake street bridge

15 On which side of the street

Quesn North side

16 In whose building

Quesn I dont know that I could tell who owned the building I think its a brick building with stone front - opposite Thomas Genger a little west

17 How many persons did she usually have in her employ

Quesn She didnt have any the last three or four years, she did her work herself

18 How was it before that

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Quesn She had one or two girls, apprentices I suppose -

19 Do you know whether she can read or write

Answe No Sir

20 Did you just now see me show her that paper marked Exhibit A, and ask her if she could read it

Answe Yes Sir

21 What reply did she make

Answe She said she did not know whether she could or not

Subscribed and sworn to before

Me this ^{8th} day of August A.D. 1862

Geo Scott

Rose Fullagar

Master in Chancery of the
Superior Court of Chicago

William Cooper a witness produced sworn and examined on the part of the defendants deposes and says

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

Answe William Cooper, am forty seven, reside in Chicago, am a grocery keeper. I know Mrs Livings and Mr Furbie dont know the other parties

2^d Have you had any dealings with Mrs Livings and have you seen papers which have been signed by her so that you became acquainted with her hand writing

Answe Yes Sir

3 Please look at the note and mortgage marked Exhibit A and B, now shown you and see whether the signature thereon recognized by you as being in her hand writing or not,

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Answer It dont look like any thing I have ever seen of her writing its a letter hand than I've ever seen her write,

4 How long did she deal with you

Answer Between fifteen and sixteen years

Cross Examination,

1st Cross Int What writing of hers have you seen?

Answer Receipts passed betwixt her and me - Bills

2^d Have you ever seen her write receipts or bills

Answer I have seen her sign bills made for her in the store she has done work for my folks and I have had bills against her. She would receipt my bill and I would receipt her bill

3 Look at the Lease now shown you marked Exhibit E, and state if you know in whose hand writing is the signature Mariett Livings

Answer She writes a course hand than what ^{that} is, she may have written it with a finer pen -

4 Do you think that is in her hand writing

Answer It looks like it some. It is finer than any thing I've ever seen of her writing

5 What on the whole is your opinion as to its being in her hand writing

Answer I think this may be hers, it may not be though, as I stated before it may be written with a finer pen. I think it looks more like her writing than the signatures to the note and Mortgage

6 Does not the signature to the Lease very much resemble the signature to the Mortgage

Answer The L in the Lease looks more like hers than the L in

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the mortgage

7

Do you notice any thing else leading you to think that the signature to the lease resembles her hand writing more than the signature to the mortgage

Ans^r

I don't see any thing else.

8

Have you any of those receipts which you say Mrs Livings gave you?

Ans^r

I have not that I know of at this time

9

When did you last see any of them

Ans^r

Its four years ago this summer

10

Have you seen any of her hand writing since then

Ans^r

I have

11

What

Ans^r

some paper I believe she said she had signed, which she showed me.

12

When was that

Ans^r

Last winter

13

Was she showing these to you so that you might see what kind of a hand she wrote or how her signature looked?

Ans^r

Yes sir

14

Did she mention that there was a suit pending about this note and mortgage

Ans^r

Yes Sir

15

Did she say that she wrote coarser hand than the signature to the note and mortgage-

Ans^r

She did not say any thing about that.

16

What papers were they which she showed you

Ans^r

I don't know I did not read them to look what they was

029

She only asked me if I should know her signature if I should see it again

17 Was the signature to the papers which she then showed you written in a coarser hand than these signatures to the note and mortgage

Answer Yes Sir

18 Do you know of your own knowledge that she herself wrote those signatures which she then showed you?

Answer I do not, she said she did

19 In judging now of the signatures to the note and mortgage and for the purpose of determining in your own mind whether they were made by her do you have reference exclusively to the signatures which she then showed you

Answer I don't understand that - the one she showed me looked like the old signatures which I had seen before

20 What is there in the L. in the Lease that looks more like hers than the L. in the mortgage

Answer It starts lower, she always starts her L's with a big loop

21 Look at the Exhibit now shown you and marked A. and state in whose hand writing is the signature Mrs. Marshall's Living?

Answer That may be hers, I can't be positive about it, she generally writes a coarser hand than that is, as I said before by pen it may make a difference

22 Does not the L. in the particular you have mentioned resemble the L. of the mortgage more than it does the L. in the lease

Answer Yes Sir

23

Will you undertake to swear positively that in your opinion Mrs Living's did not sign either the note or mortgage. Judging only from the hand writing of the signatures

Answer

From what I have seen of her hand writing I should think she did not

24

Are you related to or connected with her in any way.

Answer

No Sir I am not

25

Does she owe you any thing

Answer

No Sir

26

What is there in the signature to the mortgage different from the signature except you think its written in a finer hand than she writes

Answer

The difference in the L. the way its started

27

What is there in the signature to the note different from her signature except that it is written in finer hand?

Answer

The same difference in the L.

28

How is the L generally started by her

Answer

As it appears in the signature "Mrs Mariett Living's" to Exhibit F.

29

In what respect state more particularly

Answer

She leans it down more to the right

30

Is not the L in the note leaned down as much as the L in Exhibit F.

Answer

I dont think it does quite

(Direct examination resumed)

State how she happened to produce her signature last

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written, whether at your request or not

Quesn

I did not ask her to produce it she only asked me if I knew any thing about her signatures and I told her I did not know whether I did or not, so she showed me those she had there and I told her at the time that I thought that they looked like the old ones that I had seen before.

In reference to the note and mortgage what if any thing did she say in the conversation referred to in the Croft's examination above

(objected to as calling for the declarations of Mrs Livings in her own favor)

Ans

she said she was about to loose her property there that she had on the north side of the river, she said nothing else that I recollect of that a prom note and mortgage had been given by these parties, that she never gave them.

Subscribed and sworn to before me

This 8 day of August A.D. 1862.

Geo Scott

William Cooper

Martin in Chancery of the
Superior Court of Chicago

Superior Court of Chicago
In Chancery
John Miller

vs

Mariett Livings
and others }

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State of Illinois

County of Cook

Ira Scott

Master in Chancery of the Superior Court of Chicago
do hereby certify that before the commencement of the ex-
amination of the witnesses whose names subscribed
to the foregoing depositions they were each by me only
sworn according to law, and the same were subscribed
and sworn to by said witnesses respectively before me
at the times herein before named, and that the foregoing
are all the proofs taken before me on the part of the
defendants in aforesaid cause

Dated Chicago December 19 1862

Ira Scott

Master's Fee \$ 25 paid
by Mr Dent Solicitor for
defendant Mrs Livings

Master in Chancery
of the Superior Court
of Chicago

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State of Illinois }
County of Cook }

I Thomas B Castro Clerk of
the Superior Court of Chicago within and for the
County and State aforesaid do hereby Certify that
the foregoing is a full, true, and complete transcript
of all the pleadings on file in my office, the order
of judgment or Decree entered of record in said Court
together with the Certificate of Evidence and the
Exhibits called for in said Certificate of Evidence
now on file in my office - in a Certain Case wherein
John Weber was Complainant and Mariett
Living, Augustus Fribie, Almon Fuller and Aaron
McMillan were Defendants

In Testimony Whereof I have hereunto
set my hand and affixed the
Seal of said Court this Twentieth
Sixth day of March A D 1863
Thomas B Castro
Clerk



And the said Mariett Livings, Almon Fuller and Augustus Frisbie come and say that in the record, proceedings and decree aforesaid there is manifest error, and that said Superior Court erred in this, to wit:

That said court ought not to have granted any decree in favor of said John Wiler.

That the decree ^{of the court} ought to have been for the defendants below, and not against them or either of them.

That said court erred in finding that the note and mortgage referred to in the Bill were executed by said Mariett Livings, and in finding that either of the same was so executed.

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That said court erred in fixing the amount of the decree, and that said amount is excessive, and for more than was due on the mortgage.

That said court erred in decreeing a sale of the ~~mortgaged~~ premises described in the Bill of Complaint.

That said court erred in decreeing an immediate sale of the ~~now~~ said premises.

Wherefore, and for other causes, the said Harritt Livings, Amos Fuller and Augustus Friesbie pray that said decree may be reversed, and that they may recover all things they have lost thereby, &c.

Arrington & Dent,
attys. for pffs. in error.

And the said John Filer of Lamwell and Smith his attorneys comes in to court and says that there is no error either in the record or proceedings aforesaid or in the decree aforesaid, and he prays that the said decree may be in all things affirmed.

Lamwell & Smith
Attys for Deft in Error



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M. Livings & Co.

of
John Wiler

Recd

Filed Apr. 23, 1863
Leland
Clk.

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25 18
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