

No. 13007

Supreme Court of Illinois

Ash

vs.

Smith et al

71641  7

STATE OF ILLINOIS,
SUPREME COURT,
Third Grand Division.

No. 160.

Ash
vs

Smith

United States of America
State of Illinois, Cook County } ss.

Hear 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, on the first
Monday being the fifth day of March, in the year
of our Lord One Thousand Eight Hundred and Sixty
and of the Independence of the United States of America
the Eighty fourth

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

Wm. Higgins & Grant Goodrich Judges

Carlos Haven, prosecuting Attorney

John Gray, Sheriff of Cook County

Attest

Walter Kimball

Clerk

Be it remembered, that heretofore to wit on the fifteenth
day of June in the Year of our Lord One Thousand
Eight Hundred & fifty nine, Isaac W. Ash, filed in
the Clerk's office of the said Court his certain
Bill of Interpleader, which is in words and
figures following to wit:

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To the Honorable the Judges of the Superior Court of Chicago, County of Cook, and State of Illinois, in Chancery sitting:

Humbly complaining sheweth unto your honors, your orator Isaac T. Ash, of Chicago, a commission merchant, that heretofore, to wit: on or about the 4th day of June A.D. 1859. your orator received for sale on commission certain property, to wit:

3039 lbs Old Copper. —

839 1/2 " " Lead. —

118 1/2 " " Brass. —

Which said property had been shipped to your orator at Chicago, aforesaid by one James J. Todd, at and from Kennebec in the state aforesaid, and of the title to which prior to the sale hereinafter stated your orator was in no way advised. — Your orator further shews that he afterwards, viz: on the 4th day of June A.D. 1859. sold said property to Messrs Fullager & Smeeth of Chicago and realized therefor Six Hundred and Ten & ⁸⁵/₁₀₀ dollars over and above the freights, charges and usual commissions, which your orator has reserved from the proceeds of said sale. —

Your orator further shews that after the making of said sale, William Moore of Peoria, in the state aforesaid, and George Smith, late of Chicago, aforesaid, appeared, each for himself

and claimed from your orator the proceeds of said property, and each alleged and claimed title to said property, and notified and directed your orator not to return said property or pay over said proceeds thereof to said James J. Todd; and the said William Moore and George Smith, severally and respectively - threatened suit to recover said property, or the proceeds thereof, and thereupon the said Fullager & Smeeth claimed from your orator, a return of the proceeds of said property, or indemnity against the claims of said Moore and said Smith respectively. -

Your orator further shews that the said William Moore and George Smith still severally and respectively continue to claim from and demand of your orator the nett proceeds aforesaid of said sale, and now consent as your orator is advised and believes to look to and for recovery of said nett proceeds rather to reclaiming said property or any of the same from the said Fullager & Smeeth. -

Your orator further shews that it has been made to appear to your orator that the property aforesaid so sold by your orator was forcibly and feloniously taken and torn away from and carried away from a certain Distillery at Kennebec, in the state of Illinois for which the said William Moore and George Smith, each respectively exhibit title papers, and which they each claim to own in fee-simple, and that said property did not belong to said James J. Todd. And your orator further

shews, that each of said claimants, threatens to proceed against your orator to recover said net proceeds, so held by your orator, and that your orator fears to pay over said proceeds to either of said claimants, and is ignorant as to which, if either of them, has the true right and title to said proceeds, and that as your orator is advised and believes, there is doubt as to which of them is entitled to said money).

And your orator further shews that he has always been willing to pay said balance now in his hands to such person or persons, as should be lawfully entitled to receive the same, and to whom he could pay the same with safety, and he hereby offers to pay the same into this Court. —

And your orator further shews that merely of his own free will, and to avoid being injured and molested, touching the matters aforesaid, and without in any respect intending or seeking to favor said William Moore and George Smith, or either of them, or any other person whatever, or to gain for himself any delay whatever, your orator exhibits this bill, and prays that the said defendants William Moore and George Smith, may interplead, and settle their rights to the said sum of money, and that your orator may be at liberty to pay the same into this court; and that the said William Moore and George Smith, may be

Enjoined and restrained from commencing or proceeding in any suit at law, against your orator for said money or touching the premises, and that your orator, upon payment into court of such amount, and procuring the said defendants to interplead according to the course of this Court, may be decreed to be discharged from all liability to such defendants in the premises, and may have all his costs therein, and that your orator may have such further relief as to Equity shall seem meet.

May Summons in Chancery, according to the Statute in such case provided, issue against the said William Moore and George Smith, &c. and also may injunction issue as aforesaid
J. N. Ash.

State of Illinois }
County of Cook } ss.

Isaac N. Ash, complainant aforesaid, being duly sworn, says on oath, that he has heard the foregoing bill read, and understands the contents thereof, and that the same is true of his own knowledge, except those matters therein stated on information and belief, and those he believes to be true.
J. N. Ash.

Subscribed and sworn to before me
this sixteenth day of June A.D. 1859. }
Walter Kimball clk }

And afterwards, to wit: on the twenty ninth day of June in the year aforesaid, William Moore by ~~Hayne~~, Miller & Lewis, his attorneys, filed in the office of the Clerk of said Court, his certain answer which is in words and figures as follows to wit:

Superior Court of Chicago.

July Term — 1859.

Filed
June 29. 1859

William Moore @ George Smith
vs
Isaac N. Ash.

Several Answers of
William Moore

And the said William Moore for answer to the bill of Complaints filed in this cause says that heretofore to wit: on the 26th day of October A.D. 1857. - James J. Todd, William Ray, and James M. Mahon being indebted to this defendant in the sum of Twenty Two Hundred and Fifty Eight dollars and ~~Ninety~~ Five Cents, upon a certain contract, made by and between this defendant, and the said Todd, Ray and M. Mahon - whereby this defendant agreed to manufacture for said Todd, Ray and M. Mahon, the

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necessary gearing for a Distillery, which they the said Todd, Ray, and McMahon, at the time of making of said contract, were about to erect on the following described premises, situate in the town of Mennepin County of Putnam and State of Illinois to wit: A part of the North East Quarter of Section No nine (9) Township Thirty Two (32) North of Range No two west of the third Principal Meridian, bounded as follows to wit: Commencing at a point on the Illinois River where the North line of Locust Street of the town of Mennepin touches said river, running thence Northward on the margin of said river, one hundred and Sixty feet (160 feet) - thence South Sixty Seven Degrees east to a point where a right line extends along the west side of an alley, running North and through the front tier of Blocks in the town of Mennepin would cut said line at right angles, thence South twenty three degrees west along said line extended to the Quarter Section line dividing said Section Nine - thence west along said Quarter Section line to a point where it cuts the North line of Locust Street - thence along the North line of Locust Street to the place of beginning, containing Two Acres more or less. and the said Defendant having performed said agreement on his part, this Defendant on the day and year aforesaid, commenced a suit as a Mechanic for his lien against said Todd, Ray and McMahon, and filed his petition in said suit in the

9 Circuit Court for said Putnam County, wherein he prayed that said sum so due to him as aforesaid might be made by the decree of said Court, a lien upon all the right and interest, legal and equitable of the said James J. Todd, William Ray, and James M. Mahon, or either of them in and to said premises and that the said premises and buildings thereon and the appurtenances thereto belonging, might be sold by and under an order and decree of said Court in pursuance of the Statute in such case made and provided, and the proceeds arising from such sale applied to the payment of said sum of money, so due and owing to this defendant as aforesaid, in pursuance of the Statute in such case made and provided, as by said petition now remaining in said Court, a copy whereof is filed herewith, and prayed to be taken as a part hereof will more fully appear, that at the time of the making of said agreement, and the commencing of said suit, said Todd, Ray & M. Mahon were in possession of said premises as purchasers under a contract for the purchase and sale thereof, executed by and between them and George Smith Esq. that they the said Todd, Ray and M. Mahon erected a distillery building on said premises and made the improvements thereon provided for in the contract made by and between this defendant and the said Todd, Ray and M. Mahon as aforesaid. And the

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said defendant further answering, Says, that such proceedings were subsequently had in said suit, that afterwards to wit: on the 27th day of November A.D. 1858. upon a trial thereof, a verdict was duly rendered thereon in favor of this defendant for the sum of Twenty Two Hundred and fifty Eight dollars and Ninety five Cents, and thereupon a decree was duly entered in said suits, that the said sum, together with the costs of said suits, be a lien upon said premises in accordance with the Statute in such cases made and provided, and also that the said Todd Ray, and McMahon, pay to this defendant the said sum and costs within ten days after the last day of the term of said Court in and by which said decree was made, and that in default thereof Charles W. Lobdell appointed Special Commissioner for this purpose, proceed to sell said premises and all the right, title, and interest of the said Todd, Ray, and McMahon of, in, and to, said premises at public Auction, to the highest bidder for cash at the door of the Court house in Wrentham in Putnam County, aforesaid, and that at such sale this defendant might become the purchaser of said premises. And it was further ordered, adjudged and decreed, that the said Todd, Ray and McMahon, surrender and deliver up to the purchaser at such sale, said premises, upon the production by such purchaser of the said commissioner's deed

11 for said premises. And this defendant further answering says that the said Todd, Ray and McMahon having made default in making payment of said sum within the said ten days, under and in pursuance of said decree, the said Commissioner, after having advertised said sale, as required by said decree, did on the fifteenth day of February A.D. 1859. at the hour of ten o'clock A.M. of that day, duly expose and offer for sale the said Distillery and premises and this defendant bid therefor the sum of Five Hundred Dollars, and that being the highest sum bid therefor, the same were struck off to him. And the said Commissioner, afterwards to wit: on the day of in the year of Our Lord last aforesaid, executed a deed to this defendant, under and in pursuance of ~~the~~^{said} decree, whereby he conveyed to this defendant all the right, title and interest of the said Todd, Ray, and McMahon, of, in and to said Distillery and premises, all of which will appear from the records of said Court. a certified copy thereof being filed herewith, and prayed to be taken and made a part hereof.

And this defendant further answering, says that afterwards to wit: on the day of in the year aforesaid he took possession of said premises and Distillery, and all the improvements made thereon by the said Todd, Ray, and McMahon, under and in pursuance of said

* doubtful word - see original

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purchase and deed and made to him as aforesaid that the said copper and property referred to in said bill of complaint were at the time of the commencement of said suit and of said sale made to this defendant in said distillery so placed on said premises by said Todd, Ray and McMahon and that they constituted a portion of the gearing and machinery so placed in said distillery, under his contract with said Todd, Ray and McMahon and that the same was so attached to said distillery as to constitute a portion of the fixtures thereof, and that the title thereto passed to this defendant by said purchase and the deed made to this defendant in pursuance thereof as aforesaid -

And deponent further says that afterwards on the day of May in the year aforesaid, and - shortly before ^{the} filing the said Bill of Complaint, the said James J. Todd broke into said distillery in the night time, and without the knowledge and against the will and consent of this defendant detached and tore away said copper and property in said Bill of Complaint mentioned from said distillery building, and secretly and without the knowledge or consent of this defendant, converted the same to his own use, and secretly & without the knowledge or consent of this defendant sent the same to said Ash. - And this defendant further says that he immediately afterwards, and as soon as he had discovered

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that said Copper and property had been torn away and removed from said premises as aforesaid the said Copper and property to the city of Chicago and learned that the same had been received and disposed of as set forth in said bill of complaint and he insists that he has now been deprived of his property in said Copper and goods and chattels in said bill of complaint mentioned, and that he is entitled to the proceeds thereof, now in the hands of said Complainant as stated in said bill of complaint - and he prays that the same may be directed to be paid to him by the Order and decree of this Honorable Court.

William Moore

P. H. G. Millar

Wayne Miller & Lewis

Solers & Counsel for

William Moore

And afterwards, to wit, on the twenty ninth day of June in the year last aforesaid, William Moore by his attorneys Wayne, Miller & Lewis, filed in the Clerk's office of said Court, his "Exhibit A" as referred to in the above answer, which is in words and figures following, to wit;

Exhibit to Answer of William Moore

Be it remembered that on the 24th day of August 1858. Certain papers were filed in the office of the Clerk of the Circuit Court of LaSalle County in the State of Illinois on Change of Venue from Putnam County in said state, among which was a transcript in words and figures following, viz:

Circuit Court, April Term A.D. 1858.

State of Illinois {
Putnam County { ss.

Pleas before the Hon, Martin Ballou Circuit Judge, sitting in and for the County aforesaid, in the 23rd Judicial District.

At a term of the Circuit Court of said County, begun and held at the Court House in Kennebec in said County on the fourth Monday (26th day) of April A.D. 1858.

Present, Hon Martin Ballou, Judge 23rd Judicial District
Geo. H. Stipp States Attorney
Jefferson Durley Sheriff
George Dent Clerk

Be it remembered that heretofore to wit: on the 26th day of October A.D. 1857. being one of the days of the October Term of said Court A.D. 1857. the following proceedings were had in the following Entitled Cause

To Wit:

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William Moore
vs
James J. Todd
William Ray and James M. Mahon

Petition for Mechanics Lien

On motion of Chumasee and Eldridge, attorneys for the petitioner,
Ordered,

that the defendants be required to answer herein by Wednesday Morning next, or sooner if the case be previously reached.

And afterwards, To Wit: on the 28th day of October A.D. 1857. being another day of said term the following other proceedings were had in said cause, to wit:

William Moore
vs
James J. Todd, William Ray
and James M. Mahon

Petition for Mechanics Lien
The parties appear by

their attorneys Chumasee and Eldridge for the plaintiff and Cook, Peters and Shipp, for the defendants, and on motion of the defendants, after hearing the arguments of counsel on the motion, it is ordered that this cause be continued until the next term of this Court.

And afterwards To Wit: on the 26th day of

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April A.D. 1858. at a term of ^{paid} Court there being held, the following other proceedings were had, To Wit:

William Moore

vs

James J. Todd, William
Ray and James McMahon

{ Petition for Mechanics Lien

{ On the calling of this cause
the petitioner by Chum assets
and Eldridge, his Solicitors, moves the Court for leave
to amend his petition -

And afterwards at the same term, viz: On the
27th day of April 1858, the following other proceedings
were had, To Wit:

William Moore

vs

James J. Todd, William
Ray & James McMahon

{ Petition for Mechanics Lien

{ The parties appear again
by their attorneys Chum assets
and Eldridge for the petitioner and T. Dent for the
defendants Todd and Ray, and the Court having
duly considered the motion of the petitioner for
leave to amend his petition, it is now ordered
that said motion be sustained, and that such
leave be given.

Thereupon said defendants attorney
moves the Court for leave to file an answer to the

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amended petition, which motion the court takes under advisement.

By agreement entered into in open Court, between Solicitors for the petitioner and G. W. Stepp Esq. defendant McMahon's attorney, it is ordered that the answer of said Todd and Ray to said petition may be taken and stand as an answer for said McMahon, the same as if he had joined in it.

And afterwards, at the same term, viz: On the 28th day of April A.D. 1858. the following other proceedings were had in said cause, To Wit:

William Moore

vs.

James J. Todd, William Ray and James McMahon

Petition for Mechanics Lien

The parties again appear by their respective attorneys

Eldridge for the petitioner, and M. T. Peters and T. Dent, for the defendants, a motion is made by the defendants to continue this cause for the reason that the petition has been amended at this Term and thereupon it is considered by the court, after hearing arguments of counsel, that the cause be continued.

And afterwards, To Wit, on the 8th day of July

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A.D. 1858. said petitioner by his attorney, came in the Clerk's office of said court & filed with said Clerk a petition for change of venue, notices of the application to be made thereby, and proof of service of said notices and the Judges order on said application, of all of which papers the following is a copy, To wit:

State of Illinois - In the Putnam County Circuit Court.
William Moore

vs
James J. Todd
Wm. Ray and James McMahon

{ Petition to enforce
Mechanics Lien

To the above named
defendants or their attorneys;

Take Notice that
the above named Plaintiff by his attorneys will
apply to Hon. M. Ballou, the Judge of said Court,
at his office in Princeton, Bureau County, Ill.
on the 15th day of June 1858. at Ten O'Clock
A.M. of that day for a change of venue in this
cause, on a petition to be then and there presented
to said Judge, Dated May 10th 1858. —

Chumars & Eldridge
Plffs Atty

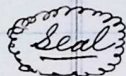
State of Illinois {
Putnam County } George Dent being duly sworn

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says that on the 31st day of May 1858. he served a copy of the above notice on the above named James McMahon by delivering the same to him personally.

Subscribed & sworn to before
me this 31st day of May 1858. as
Witness my hand and seal of the
County Court

George Dent



A. T. Turviance Clerk

State of Illinois - In the Putnam County Circuit
Court

William Moore

vs

James J. Todd

H. Ray and James McMahon

Proceedings to enforce
Mechanics Lien

To the above named defendants
or their attorneys -

Take Notice that the above named
Plaintiff by his attorneys will apply to Hon. Ch. Ballou
the Judge of said Court, at his office in Princeton
Bureau County, Illinois, on the 25th day of May
instant, at Ten O'clock A.M. of that day, for
a change of venue in this cause, on a petition
to be then and there presented to said Judge.

Dated May 10. 1858.

Chumasco & Eldridge
Attys

State of Illinois
 Bureau County } ss. I, W. M. Gearing, being
 first duly sworn, do depose
 and say that M. J. M. Peters, agreed to waive ser-
 vice of notices on him of the application for change
 of venue on the within cases, so far as James
 J. Todd and William Ray are concerned; and
 requested me to get service on within named M.
 Mahon, to ~~appear~~ and the day the notices were served
 on M. Mahon to appear, he M. Peters would consider
 it as the day to hear the application for changes
 of venue and take no objections as regards services
 of notices -

W. M. Gearing
 Subscribed & Sworn to before me this 8th day of June A.D.
 1858. Stephen G. Paddock, Clk County Court
 for Geo. L. Paddock, Dep.

William Moore Circuit Clerk, Putnam Co.
 vs Ill
 James J. Todd Petition for Mechanics Lien

To The Presiding Judge of said Court
 William Moore the above
 named petitioner respectfully shews unto the said
 Judge, that the said petitioner believes that he
 cannot have an impartial trial before said
 Presiding Judge, on account of the prejudices

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that he believes exists in the mind of said Judge against this petitioner, and this petitioner believes it unsafe to proceed to trial before said Judge on account of the prejudice aforesaid -

This petitioner further shews that the knowledge of the ^{said} prejudice existing in the mind of said Judge did not come to his knowledge until after the adjournment of the last term of the Circuit Court of said Putnam County.

Your petitioner therefore prays that the venue in said cause may be changed to some Circuit where ^{said} prejudice does not exist

Wm Moore

State of Illinois

Peoria City & County

{ P. Personally appeared before the undersigned, a Notary Public in & for the city aforesaid, William Moore who being first duly sworn says that the facts set forth in the foregoing petition, he believes to be true as therein stated

Peoria May 13. 1858.

Geo S. Blakeley N.P.

William Moore

as
Jas. J. Todd et al.

In Putnam Circuit Court
Petition for Mechanics
 Lien

The application upon the foregoing petition having been heard. It is ordered by the undersigned that the Venue in the above cause be changed and awarded to LaSalle County in said State

June 16. 1858.

M. Ballou Judge
of 23rd Judicial Circuit. Ill.

State of Illinois
Putnam County }
J. George Dent, Clerk

of the Circuit Court in
and for said County, do

hereby certify that the foregoing is a full and correct transcript of the records and proceedings of said court in the above entitled cause, and that the accompanying papers marked A. B. C. D. E. F. G. H. I. K. L. M. N. O. P. Q. R. S. T. U. V. are all the papers filed in the said cause and appertaining to or forming part of the record in said cause



Given under my hand and ^{the} seal of
said court at my office in Hennepin
this 13th day of August A.D. 1858.

Geo. Dent Clerk

Also, a petition in the words and figures following,
to wit:

Petition

State of Illinois
Putnam County }
Circuit Court }

To The Term of October
— 1857.

Putnam County Es. To The Honorable M. Ballow
Judge of the 23rd Judicial Circuit in and for the
County of Putnam, in the State of Illinois,

Your petitioner William Moore
of the City and County of Peoria in the State
aforesaid, respectfully shews unto your Honor
that on the Eleventh day of June A.D. 1856. Your
petitioner being a manufacturer of Steam Engines
and Mill and Distillery Machinery and Gearing
contracted with James J. Todd, William Ray,
and James M. Mahon (who then were & still
are as your petitioner is informed & believes
copartners, doing business under the name, style
and firm of Jas. J. Todd & Co.) of Kennepin
in the County of Putnam aforesaid, to manufacture
for James J. Todd, William Ray & James M. Mahon
the necessary Gearing for a distillery which they
had erected or were about to erect on the premises
and real estate owned by them in the town of Kennepin
in Putnam County aforesaid, and which said prem-
-ises are bounded and described as follows, to wit;
" A part of the North East quarter of Section No Nine (9)
Township Thirty Two (32) North of Range No. Two (2)
West of the Third Principal Meridian, bounded as
follows to wit - Commencing at a point on the
Illinois River where the North line of Locust St
of the town of Kennepin, touches said River, running
thence Northward on the margin of said river, one

hundred and sixty (160) feet. - thence south sixty seven degrees to a point where a right line extends along the west side of an alley, running northward through the front tier of Blocks in the town of Kennebec, would cut said line at right angles, thence south twenty three degrees west along said line extended to the quarter section line, dividing said Section Nine, thence west along said Quarter Section line to a point where it cuts the north line of Locust Street - thence along the north line of Locust Street to the place of beginning, containing Two acres more or less, and your petitioner further shews that no specified sum or price was agreed upon by and between your petitioner and the said James J. Todd, William Ray & James McMahon, for said Distillery Gearing so to be made for and furnished to them as aforesaid by your petitioner except that your petitioner was to have five and one half cents per pound for the same, besides being paid for the same. - That your petitioner in pursuance of said contract, immediately after the conclusion of said contract as aforesaid set about manufacturing for and furnishing to said plaintiffs the said Distillery Gearing for said Distillery which they then were about to erect or had erected on their said premises in Kennebec aforesaid, which said Machinery and Gearing

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 so manufactured and furnished by your petitioner and put into said Distillery Buildings, consisted of numerous items, a bill of particulars of which is hereto annexed and marked Exhibit "A" amounting in value in the aggregate to the sum of Three - Thousand and Sixty one Dollars and Ninety five Cents (\$3061.95) which said sum is a reasonable and fair price for said Distillery Gearing and Machinery - and is what your petitioner is reasonably entitled to have and receive from the said James J. Todd, William Ray, and James McMahon for the same.

And your petitioner further shews that the terms of payment agreed upon by & between your petitioner and the said James J. Todd, William Ray and James McMahon (composing said firm of James J. Todd and Company as aforesaid) as your petitioner is informed and verily believes were as follows - viz; Your petitioner was to be paid one half of the sum which said materials so to be furnished by him as aforesaid would be worth, and payable as the work progressed, that is to say, as the said materials consisting of Distillery Machinery and Gearing & particularly mentioned in said schedule, hereto annexed marked "A" were manufactured and furnished to said James J. Todd, William Ray and James McMahon, and put into said Distillery

26 Building. One fourth of said sum in ninety days after the completion of said Machinery and Gearing and the balance in six months after such completion thereof, and that the last item of said Gearing and machinery was so completed and furnished to said James J. Todd William Ray & James McMahon on the fifteenth day of December A.D. 1856. and put into the said Distillery building, and your petitioner further shews that said James J. Todd, William Ray and James McMahon have paid to your petitioner upon said indebtedness the sum of Eight Hundred and Three Dollars only, leaving a balance still due from them to your petitioner of Two Thousand Two Hundred & Fifty Eight Dollars and Ninety five Cents, besides interest, which your petitioner claims as follows: Upon one half of said sum last mentioned - from and after ninety days from the fifteenth day of December 1856. and upon one half of said sum from and after six months from the said 15th day of December 1856.

And your petitioner further shews he has often requested the said James J. Todd William Ray and James McMahon, doing business under the firm name of James J. Todd and company as aforesaid (as your petitioner is informed and verily believes) Each & Every of them to pay him the amount so legally

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and Equitably due from them to your Orator
as hereinbefore stated; and they not regarding
their said promises and undertakings, and
with a view to wrong and injure your petitioner
in the premises, and to hinder and delay him in
obtaining the balance of said sum so due to ^{him} ~~them~~
as aforesaid, have hitherto wholly neglected
and refused, and still neglect & refuse so to do.
Therefore, Your petitioner Prays that
the claim of your petitioner hereinbefore
set forth may be ordered, adjudged and decreed
to be a lien upon all the rights and interest
legal & equitable of the said James J. Todd
William Ray and James McMahon, or either of
them in and to the premises hereinbefore described
and that the said premises and buildings thereon
and appurtenances thereunto belonging, may be
sold by and under an order and decree of this
Court in pursuance of the Statute in such case
made and provided, and the proceeds arising
from such sale applied to the payment of said
sum of money so due to your Orator as aforesaid
and the costs of these proceedings, or for such
other or further, or different relief in the premises
as the Court may deem proper to grant. and
that the said James J. Todd, William Ray and
James McMahon may be summoned to answer
this your Orators petition, in the premises, but

not upon oath, their answer upon oath being hereby expressly waived) and your Orator will as in duty bound ever pray &c:

William Moore

By Chemasers & Eldridge
his attys

James J. Todd. Wm. Ray James M. McMahon
"Exhibit A"
Messrs James J. Todd & Co. To William Moore Dr.

1856

July 25

To 1 Bevil Wheel 649⁶³/₁₀₀

1 " " for Engine Shaft 675⁰⁰/₁₀₀

1 Balance " Centre 568

30

4 Pumps Casting 800

2692⁶³/₁₀₀ 5¹/₂ 148.06

Cutting 8 Kg Seats in 2 Wheels 8.00

1 Pitman Box Pattern 50

1 Box " 1.50

Aug 1

Sack & Drayage 90

1 Balance Wheel Rim 4062⁶³/₁₀₀

1 Spur Wheel for Engine Shaft 215

2 Connection pipes for lifting pump 448

1 Core Wheel 704

7

1 Pump Connection Pipe 320

Chuck Joint 108

4 Caps & 4 Spade Handle 153

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	To 1 Stuffing Box	108 63	
	1 Upright Shaft	841	
	1 Bevil Wheel	95	
11	1 Branch Pipe for Pump	131	
	1 - 50 Bevil Wheel	187	
	1 half Coupling for upright	89	
		7,361 ⁰⁰	5 1/2 \$404.85
	1 Chuck Joint Pattern		3.00
	Composition for Bushing Stuffing Box 5" 4.		2.50
	5 Brass Boxes	20 1/2	10.25
	1 Stuffing Box Pattern		1.50
7	Sack & Drapage		1.50
	1 Force Pump		45.00
	8 Brass Valves	60 ⁰⁰	30.00
	1 Spindle Pattern		3.00
	Bolts	106 63	15 1/2 \$15.90

1856

Amount Over

\$672.46

Aug¹⁴

To 1 Valve Pattern		3.00
Work on Muck Shaft Pattern		75
1 Bridgepot	68 63	
1 Pipe with 3 Branches	155	
1 Mill Spindle Pinion	206	
1 Throttle Valve	238	
1 Spur Wheel	249	
1 Valve Stand	167	
2 Bevil Wheels	538	
1 Branch Pipe	213	
	1834 63	100.87

19

30

25

4 Brass Valves	35 1/2	17.75
Skul Step & Paint	22 3/4 4/	11.38
Turning & Boring Step & Point		5.00
" " 1 st Upright Shaft		20.00
Boring 4 Wheels & 1 Coupling		20.00
Fitting 5 Keys		15.00
Dressing Core Wheel		3.00
Cushing Stuffing Box		1.50
Drayage		50

1856
Aug 16
25

4 Pump Caps	140	
4 Flanges for Valve Seats	76	
1 Upright Shaft	557	
1 Coupling	103	
1 Mitre Wheel	155	
1 Line Wash Shaft	664	
1 Half Coupling	98	
Cap & Stuffing Box	38	
1 Half Coupling	140	
3 Flanges	34	
1 Box & 2 Valve Plates	85	
1 Pipe & Flung	150	
	<u>2240</u>	123.20
6 Brass Valves	94 3/4	48.38

1856

Sept 3
1

To Arayage		
2 Pump Irons	341	
1 Spindle	213	
1 Box for Upright	77	
Amount Over		\$1042.79
		80

31

(1856)
(Sept) 5

2	Boxes for Line Shaft	152 ¹⁶³	
1	Devil Wheel for Muck Shaft	208	
1	Craft Pipe for Pump	173	
1	Pendulum & 2 Boxes	300	
1	Pump Connection Shaft	294	
1	" Shaft	630	
1	Muck Upright	580	
2	Branch Pipe Throttle Valve	63	
3	Boxes	232	
		<u>3263¹⁶³</u>	179.47
1	Hand hole hand & ball pattern		1.50
2	Brass Valve Steps	12 th	6.00
3	" Rods & Handle	15 ^{1/2}	7.75
	Drilling 2 Pipes		3.00
	Turning Upright Shaft		8.00
	Boring 2 Wheels & 1 Box		11.00
	Fitting 3 Keys		7.00
	Turning 1 st Line Shaft		10.00
	Boring 1 Spur Wheel & Coupling		7.00
	" Devil Wheel & Turning Groove		6.00
	Fitting 3 Keys		8.00
	Boring 1 Box		2.00
	Composition in Boxes	30 th 38	9.00
	Fitting 3 Vacuum Valves		9.00
	" 2 Cold Water "		6.00
15	4 Drayages -		1.60
	1 Driver Pattern		1.00
	1 Arm	121	

32

1 Rake Head

366

Flanges

199

Amt Over

686"

37.73

1856

Sept

\$1364.64

5 1 Air Chamber

155 1/2

Flanges & Pipe

215

1 Air Chamber

152

1 Bridgeport & Bush

73

16 1 Crank Plate for pump shaft Connection

153

1 Bevil Wheel

271

1 Set Pipes for Stop Jack Valve

115

Flanges

25

20

Valve Caps & Valves

24

1183"

65.06

Along Bevil Wheel Centre

50

1 Stuffing Pattern for Beer Pump

1.50

22 Brass Studs

59 1/2

29.75

Throttle Valve Stem Pipe Pattern

4.00

1 Brass Valve

3 3/4

1.88

1 Lever Pattern

1.00

1 Throttle Valve Pattern

4.00

2 Brass Valves

7 3/4

3.87

2 Cast Iron Seats

9

50

2 Brass Stems

7 1/2

3.75

Steel Strip & Paint

13"

6.50

Drilling Flanges

1.00

Steel Joint & Cock Head

6 1/2"

4/

3.25

Turning Much Shaft

10.00

(1856)
 Sept 20
 33

Boring 1 Wheel & Cross		\$ 8.00
Fitting Step & Pinch		5.00
" 2 Keys		6.00
Turning Pump Shaft		12.00
Boring 3 Arms & 1 Pendulum		12.00
Fitting 4 Keys		12.00
Composition in 3 Pipes	31 lb 30"	9.30

1856

Amt to page 5.

\$1565 50

Sept 13	Wrought Iron Stock & fitting 2 Throttle Valves		30.00
	Fitting 3 Slide Valves for Still		15.00
	" 4 pumps & Strap Joints for do.		180.00
	Drilling pipes & Bolts for do		15.00
	4 Valves for do		16.00
	Fitting 2 Mill Spindles		22.00
	Turning & Dressing 1 Pinion - 36 Cogs	8/	27.00
	Fitting Bridgeport & Step		14.00
	1 Damsall		4.00
	1 Street Joint		5.00
	Boring Stuffing Box		50
	2 Composition Pipes for Straps	12" 30"	3.60
23	1 Corn Sheller Shaft	24 5 lb	
	1 Ball & 2 Plates for Hand Mole	26	
	Flanges	35	
	Throttle Valve & Throttle Valve Pipe	422	
	Flanges	35	
	1 Devil Wheel	93	
	2 Pipes & 1 Stuffing Box	123	

34

1 - 36 in Pulley	142		
1 Devil Wheel	170		
1 Crank	29		
1 Throttle Valve	76		
1 Leaver for Stones	55		
1 Mitt Wheel & Flang	148		
	<u>1599</u>		87.94

Drilling Flanges			25
1 Wrought Shaft	158	8 ^c	12.64
Stock & fitting 2 Throttle Valves, pipes & Bolts			40.00
Turning Pump Shaft			7.00
Boring Face Plate for do			10.00
" 1 Devil Wheel			4.00

Amt Owed

\$2059.43

Sept

2 Whists & Turning			15.00
Fitting 2 Keys			6.00
2 Balls for Mill Stones	35 ^c	15 ^c	5.25
2 Studs & turning for do			1.00
1 Screw & Leaver for do			10.00
2 Bolts & drilling Ball for Hand Hole Door			50
Wrought Iron Stock & fitting Throttle Valve			15.00
Drilling Pipe & flang & 16 Bolts			4.50
1 Light Screw			3.00
Turning Corn Sheller Shaft			7.00
Boring 1 Devil Wheel & 1 - 3ft Pist'g			8.00
Fitting 2 Keys			4.00
(Sept) 26 Composition in 4 Boxes	36	3 ^c	10.80
2 Putnam Strap Joint	80	2 ^c	20.00

35	Fitting & Boring Boxes		14.00
	2 Drawages		50
27	1 Box Pattern		1.25
	1 Brass Low Wire Valve	59 lbs	29.50
	4 Boxes	64 lbs	
	17 Lengths Water Pipe	1834	
		1903	104.66
Oct 1	1 Angle Pipe Pattern for Water Pipe		2.00
	1 " "	58 lbs	3.19
	1 Brass Cap & Stuffing Box	23 1/2	11.75
	1 Muck Tub Valve	32	
6	3 Flanges	28	
	2 " & 2 Valves & 1 flang	64	
8	Flanges	101	
		225	12.38
	1 Fitting & Throttle Valve	\$15	60.00
	Drilling Pipes & Bolts for do		5.00
	Turning 1 Shaft		4.00
	Boring 1 Wheel 2 Boxes & 1 Crank		5.50
	Fitting 2 Keys		2.00
	1 Rust & Turning		1.75
	Am't Over		\$2426.96
Oct 1	1 Strap Joint		5.00
	Fitting Copper Valve for Low Wines		8.00
	Drilling pipe for pump		7.00
	Composition in 2 Boxes	6 lbs 30	1.80
	Boring Stuffing Box		2.50
	2 Valves		3.00

36

		Boring & Drilling Flanges			1.75
(Oct) 18	2	Drayages			1.30
		Flanges & 1 Bevil Wheel	105		5.78
		Drilling Flanges			1.00
15	Fitting	2 Side Valves			8.00
	"	2 Throttle "			14.00
	Turning	1 Copper Rod, Plunges & Spade Handle			3.00
	Forging	Pump Rod & Wrist	26 1/2	15	3.98
	Boring & Cutting	Kg Seat			1.25
23	Forging	Pump Rod & Wrist	26 1/2		3.98
	Fitting	" " & "			7.00
	1	Strap Joint			5.00
	Turning	Plunges			1.50
	Forging	Back for Low Hines Pump			1.25
	1	Ratchet Drill Stock			12.00
	Turning & Dressing	1 Mill Pinion 38 Cogs		64	27.00
Nov 8	1	Bevil Pinion	283		
	1	Ball & Driver	55		
	1	Line Shaft	528		
	1	Coupling	194		
		Bottom of Spindle Bridgepot	81		
	1	Eccentric	32		
		Sliding Part to Bridgepot	37		
	3	Cogs for Mast Shaft	228		
	1	Bevil Wheel	279		
	1	Muck Rake Flang	384		
15	1	Bridgepot for Muck upright	45		
	1	Bevil Wheel	181		

37

1 Line shaft

529,
2856th

157.08

\$2,707.15

1856

Nov 15

1 Pump Cocks

2.50

1 Point

10 lb

2.50

1 Steel Step

3 1/2

4/

1.75

17

3 Balls & Eccentrics 4 Driver Boxes

279

1 Box for Muck Shaft.

78

1 Bush

25

382 lb

21.01

1 Lighter Screw

3.00

1 Fork

1.00

Fitting 1 Spindle

22.00

" Step & Bridgepot

14.00

Turning Muck Shaft

10.00

Boring 1 Wheel & 1 Cross

8.00

Fitting Step & Point

5.00

" Keys

6.00

Turning 2 Line Shafts

18.00

Boring 1 Wheel & 1 Coupling

7.00

" & Turning Half Coupling

6.00

Fitting Leather for Coupling

4.00

" 3 Keys

9.00

1 Damsall

4.00

Composition

60th

18.00

(Nov) 20

2 ft Brass Boxes

30 1/4

1.63

Boring Do

50

27

1 Governor Stand Pattern

5.00

Nov)	27	1 Governor Stand Plate & 2 Mitres	142 lbs		\$ 7.81
		Forging 2 Eccentric Shafts	21 lbs	2/	5.25
Dec	15	Valve Seat for Governor	30		1.65
		Judson Valve			120.00
		1 Governor & Bolts -			30.00
		Fitting Stand, Bed Plate, Wheel & Shaft			10.00
		1 Steam Chest Throttle Valve			10.00
		Drayage			" 20
					<u>\$3061.95</u>

Summons

State of Illinois
Putnam CountyThe People of the State of Illinois
to the Sheriff of said County, greeting:

We command you that you
summon James J. Todd, William Ray and James
McMahon, if they shall be found in your county
personally to be and appear before the Circuit Court
of said County on the first day of the next term thereof
to be holden at the Court House in Kennebec, in Putnam
County, on the fourth Monday of October next, to answer
unto William Moore in his certain bill of Complaint,
or petition for Mechanics Lien, filed in the said Court
on the Chancery side thereof.

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

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Clerk of our said Court, and the Seal thereof at Nemepin in said County, this thirteenth day of June A.D. 1857.

George Dent Clerk

(Endorsement on Back of Foregoing Summons)

William Moore

vs

James J. Todd et al.

Summons to October Term
1857.

Served the within summons by reading to the within named James J. Todd, William Ray & James McMahon, and delivering a true copy of this Summons to same.

June 15th 1857

Jeff. Durlay
Fees

Sheriff

Serving \$3.00

Mileage " 15

Filed June 15th 1857

\$ 3.15

Geo. Dent CLK

Answer
of
Defendants

State of Illinois,
Putnam County }

And Circuit Court thereof

To the November Term A.D. 1857.

The joint and several answer of James J. Todd and William Ray to the petition for a Mechanics Lien against them and James McMahon by William Moore - The said defendants Ray and Todd saving and reserving to themselves, all manner of advantage or exception that may be had or taken to the many errors and insufficiencies

410 of said petition, for answer thereto say. That they admit that the firm of J. J. Todd & Co., which was composed of these defendants Todd & Ray, and the said McMahon, made the contract with the petitioner set out in his ~~memorandum~~ for the furnishing of the distillery machinery &c except that it was a part of said contract that said machinery, gearing should be furnished as fast and as soon as the said defendants should want the same to use in their said distillery and that the terms of payment were one half to be paid as the materials were furnished and the work progressed, one fourth three months after the completion of the contract and the remaining one fourth six months after the completion of the contract — These defendants further answering admit, that said machinery and gearing were to be used and applied in and about a distillery of the said defendants, erected or about to be erected upon the premises described in said petition. These defendants further answering admit that said petitioner furnished the castings and machinery set out in the petition & bill, but they expressly deny that said castings were furnished at the time that said petitioner agreed to furnish the same, they aver that the said defendants needed said machinery and gearing, for their said distillery at a much earlier time than they were furnished, to-wit:

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 by the first day of September A.D. 1856. and that many of said articles were not furnished until a long time thereafter to wit: until some time in December 1856. by reason whereof the said Firm of J. Todd & Co were deprived of the use, benefits and profits of their said distillery, and subjected to a heavy loss by their said distillery and the hands and employees of said firm being idle & unemployed while said hands were drawing wages for a long space of time, to wit: for the space of six weeks whereby the said firm of J. J. Todd & Co sustained a loss of not less than One Thousand dollars. Said Ray and Todd further answering say that said petitioner has in in his said petition and bill filed therewith. Overcharged them for the furnishing of said machinery and gearing about the sum of Three Hundred Dollars, which is unjust and which they ought not to pay, and which ought to be deducted from the claim of said plaintiff. These respondents further answering say that the amounts of payments made by said firm to said petitioner are correctly stated in said petition. But respondents deny that they in fact owe to said petitioner the sum of \$2,258.95 claimed in said petition but insist that after making just and proper deductions from said bill, that said firm does not owe said petitioner to exceed about the sum

of One Thousand Dollars, and further they insist that said petitioner has no legal claim against them for interest as they are advised & believe.

Without this that any other matter or thing, material to be answered in said petition and not herein sufficiently answered to, averred or denied, confessed or avoided, is true, and having fully answered they pray to be hence dismissed &c

James I. Todd
William Ray.

State of Illinois

Putnam County

James I. Todd & William Ray
being duly sworn, say each for himself that the matters & things, stated in the above answer, so far as they are stated upon the personal knowledge of affiants are true, and so far as they are stated upon the information & belief of affiants, they believe them to be true

Subscribed & sworn to this 28th
day of October 1857.

Geo Dent Clk

James I. Todd
William Ray

(Filed Oct 28th 1857 Geo Dent Clk)

Replication State of Illinois - Putnam County Circuit Court
October Term thereof A.D. 1857.
The replication of William Moore to the joint

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and several answer of William Ray and James
J. Todd to the petition in this cause. This repliant
saying and reserving to himself all & all manner
of Exception to the manifold insufficiencies of
the said answer, for Replication thereunto says
that he will aver and prove his said petition
to be true, certain and sufficient in law to
be answered unto; and that the said answer
of the said Defendants is uncertain, untrue,
and insufficient in law to be replied unto
by this repliant. Without this that any other
matter or thing whatsoever in the said answer
contained, material or effectual, in the law
to be replied unto, confessed or avoided, traversed
or denied, is true, all of which matters
and things this Repliant is and will be
ready to aver and prove as this Honorable
Court shall direct, and hereby prays as in
and by his said petition he has already prayed.

William Moore

by Chambers & Eldridge his Solicitors

(Filed Oct 28th 1857. George Dent CLK)

Shippelation Putnam County Circuit Court. April Term 1858.

William Moore

vs

James J. Todd

Wm Ray & James McMahon

{ In petition for Mechanic's Lien

April 27th 1858.

{ A rule having been taken

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on the defts, at the last term of this court to file their answer to the petition on file in this cause, and the said Todd and Ray having answered, and the said M. McMahon not having answered, it is hereby stipulated and agreed that the answer so filed by said Ray & Todd shall in all respects be considered as & stand for answer for said deft M. McMahon, and the said cause shall be deemed to be at issue as well as to said M. McMahon, as said to Todd and Ray upon the replication filed to said answer & the said cause shall in all respects proceed as against said M. McMahon as if he had joined in the said answer of said Ray and Todd, and the said plaintiffs are not to have judgment against said M. McMahon, unless they obtain judgment against said Todd & Ray, and are only to have the same judgment against said M. McMahon which they may obtain against said Todd & Ray - jointly with him said M. McMahon

Geo. W. Stipp atty
for deft. M. McMahon

(Filed April 27. 1858. Geo. Dent, Clerk)

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(Notice
for Change
of Venue)

State of Illinois. In the Putnam County Circuit Court
William Moore
vs
James J. Todd, James
McMahon & William Ray } Assumpsit

To The above named defendants or their
attorneys - Take notice that the above named
Plaintiff by his attorneys will apply to Hon.
W. Ballou, Judge of said court at his office in
Princeton, Bureau Co. Ill., on the 25th day of
May, instant, for a change of venue in this
cause on a petition to be then and there presented
to said Judge

Dated May 10. 1858

Chambers & Eldridge

Plff attys

2nd Notice

State of Illinois. In the Putnam County Circuit Court
William Moore

vs
James J. Todd)
Wm Ray and) Proceedings to Enforce
James McMahon) Mechanics Lien

To The above named defendants
or their attorneys - Take notice that the above
named Plaintiff by his attorneys, will apply
to Hon. W. Ballou, the Judge of said court at
his office in Princeton, Bureau Co. Ill.
on the 25th day of May, Instant, at Ten

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o'clock A.M. of that day for a change of
venue in this cause, on a petition to be then
and there presented to said Judge.

Dated May 10, 1858

Chambers & Eldridge

Plffs attys

(Affidavit)

State of Illinois
Bureau County } ss.

I, W. M. Gearing being
first duly sworn, do depose
and say that Mr. W. T. Peters

agreed to waive service of notices on him of
the application for changes of venue on the
within cases so far as James J. Todd and William
Ray are concerned, and requested me to get
service on within named W. Mahon, and the day
the notices were served on W. Mahon to appear
he, Mr. Peters, would consider it as the day
to hear the application for changes of venue
and take no objections as regards service of
notices —

W. M. Gearing
Subscribed & sworn to before
me this 8th day of June A.D.
1858.



Stephen G. Paddock Clk C.C.

per Geo. L. Paddock Dep

(Filed July 8th 1858. Geo Dent Clk)

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(Petition
for change Venue)

William Moore
vs
James J. Todd
William Ray
James M. Mahon

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Circuit Court, Putnam Co. Ill.
Petition for Mechanics Lien

To The Presiding Judge of said
Court.

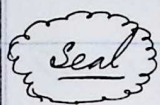
William Moore the above
named petitioner, respectfully shews unto the
said Judge, that the said petitioner believes
that he cannot have an impartial trial before
said Presiding Judge on account of the pre-
judice that he believes exists in the mind
of said Judge against this petitioner, and
this petitioner believes it unsafe to proceed
to trial before said Judge on account of
the prejudice aforesaid. This petitioner
further shews that the knowledge of the
said prejudice existing in the mind of said
Judge, did not come to his knowledge until
after the adjournment of the last term of
the Circuit Court of said Putnam County.

Your petitioner therefore prays that
the Venue in said cause may be changed to
some circuit where said prejudice does not
exist.

William Moore

State of Illinois
 Peoria City & County, } ss. Personally appeared before the
 undersigned, a Notary Public
 in & for the City aforesaid -

William Moore, who being first duly sworn, says
 that the facts set forth in the foregoing petition
 he believes to be true as therein stated



Peoria May 13. 1858.

George S. Blakeley, N.P.

William Moore
 vs
 James J. Todd et. al. } In Putnam Circuit Court
 Petition for Mechanics Lien

The application upon the foregoing
 petition having been heard, It is ordered by the undersigned
 that the venue in above cause be changed & awarded
 to LaSalle County in said State.--

June 16th 1858.

M. Ballou, Judge of 23rd

Judicial Circuit, Ill^y

(Filed July 8. 1858 Geo Dent CLK)

And afterwards at the November Term of the LaSalle County
 Circuit Court certain orders were entered of record in said
 cause in the words and figures following to wit:

Friday November 20th

William Moore
 277 vs
 James J. Todd
 William Ray & James McMahon } Petition for Mechanics Lien

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This day the plaintiff comes by Chumassers and Eldridge his attorneys and the defendants by Glover and Cook their attorneys, and thereupon come the following Jurors of a Jury to wit: Alvah Dow, William Richey, Joseph Woodruff, Rickel Rickelson, G. W. Fuchs, M. C. Clark, Asker Markham, J. E. Skinner, C. T. Sutphen, Charles Clark Thomas J. Wade and Alexander Munges, who are duly elected, tried and sworn to well and truly try the issues herein, according to the evidence, and after hearing a part of the testimony, the further hearing of this cause is postponed until the coming in of the court tomorrow morning.

(Saturday November 27th)

William Moore

277 vs

James I. Todd

W. Ray & James McMahon

{ Petition for Mechanics Lien

This day the parties hereto again come by their counsel, together with the Jury sworn herein, and after hearing the remainder of the evidence, and arguments of attorneys the Jury retire to consider of their verdict; and after due deliberation thereon had, return into court the following Verdict to wit: "We the Jury find the issues for the petitioner, and that the defendants are indebted to the petitioner in the sum of Two Thousand Two Hundred, and fifty eight dollars, and ninety five cents." The defendants attorney move the court for a new trial.

Thursday December 9th

William Moore

277

vs

James I. Todd

William Ray &

James McMahon

Petition for Mechanics Lien

It is ordered by the Court that the motion for a new trial herein be overruled - This cause coming to be heard upon the petition, answer and evidence in this cause, and upon the verdict of the Jury empaneled to try the issues, and the said Jury having rendered a verdict in said cause whereby they find the issues for the plaintiff and it appearing from the said verdict that there is now due the said William Moore from the said defendants the sum of Twenty Two Hundred Fifty Eight dollars and ninety five cents, besides costs of suit, as in said petition of said William Moore is alleged and set forth, and it also appearing to the Court, that the said sum was due from said defendants to said William Moore, upon a contract to manufacture for said defendants the necessary gearing for a distillery which defendants were about to erect on the following described premises viz: A part of the North East quarter of Section No Nine (9) Township thirty two (32) North of Range No Two (2) West of the third Principal Meridian, bounded as follows, to wit: commencing at a point on the Illinois River, where the North line of Locust Street

in the Town of Kennebec, touches said River, Running thence northward to the margin of said River, One Hundred and Sixty feet (160) Thence South Sixty Seven (67) degrees, East to a point where a right line extends along the West side of an alley, running northward through the front tier of Blocks in the town of Kennebec, would cut said line at right angles; thence South twenty three degrees west along said line extended to the quarter section line dividing said section nine, thence West along said quarter section line to a point where it cuts the North line of Locust Street, thence along the North line of Locust Street to the place of beginning, Containing two acres more or less. and which said gearing was furnished and delivered to the defendants and used by them in said premises & put in said distillery building on said premises.

It is therefore ordered, adjudged and decreed that the said sum of twenty Two Hundred and fifty eight dollars and Ninety five cents, be and the same is hereby declared to be a lien upon the said premises above herein described, in accordance with the Statute in such cases made and provided, and it is further ordered, adjudged, and decreed, that the said defendants pay to the said William Moore the said sum of \$2,258.95 & Costs of this proceeding, within ten days after the last day of the present term of this Court, and that

in default thereof that Charles W. Lobdell of Putnam County, who is hereby appointed a Special Commissioner for that purpose, proceed to sell said premises herein above described, and all the right, title, and interest of the said defendants in and to the same, at Public Auction to the highest and best bidder for cash, at the door of the Court House in Kennebec in Putnam County — That said Special Commissioner before proceeding to sell the said premises, shall advertise the time and place of said sale by publishing a notice thereof in some newspaper published in Putnam County, Illinois, if any paper is published in said County, and by posting written or printed notices in three public places in said County of Putnam in the manner prescribed by law for giving notice of sales of Real Estate upon execution, which notice shall describe the said premises with reasonable certainty — And upon such sale that said Special Commissioner shall make, execute, and deliver to the purchaser at such sale a deed of conveyance, conveying all the right and interest of the Defts in and to said premises to such purchaser, And it is further ordered that at such sale the said William Moore may become the purchaser of said premises — and upon such sale being made, said Commissioner shall first pay the costs of this suit & expenses attending it, and secondly pay to said William Moore the said

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sum of \$2,258.95 with interest thereon from the 27th day of November A.D. 1858. if said premises shall sell for so much, and the balance if any, he shall pay to the said defendants or their legal representatives - And it is further ordered that the said William Moore recover his costs by him about his suit expended - And it is further ordered that the said defendants, and all persons in possession of said premises under them, surrender and deliver up to the purchaser at said sale, the said premises upon the production by such purchaser of the Commissioners deed for said premises and that said Commissioner make report of his proceedings to the next term of this Court. -

And Afterwards, to wit; on Wednesday February 23rd 1859. the same being one of the days of the February Term of said Court for said year, the following and final order was entered of record in said cause, in the words and figures following to wit:

William Moore	{	Petition for Mechanics Lien
vs		
James J. Toad		
William Ray	}	

James McMahon - This day the petitioner comes by Chumassero and Eldridge his attorney and presents to the Court the Commissioners report of sale herein, which is in the

words and figures following. viz:

State of Illinois } To The Circuit Court of LaSalle County
Putnam County } February Term A.D. 1859.

In the Matter of William Moore

vs } Report of
James J. Todd, William Ray }
and James McMahon } Commissioners

To The Hon. M. E. Hollister, Judge
of the above named Court.

The Undersigned would respectfully submit the following report of his acts and doings, under the decretal order of this Court, Entered in said cause at the November term A.D. 1858. for the sale of Real Estate in said order described.

That in pursuance of said Order & decree & appointment, there being no newspaper published in Putnam County, the Undersigned did, on the 10th day of January A.D. 1859. put up notice of the sale of said real estate in three of the most public place in Putnam County, which were posted for more than three weeks, before the sale thereof.

I do further report that on the 15th day of February A.D. 1859. at the hour of Ten o'clock A.M. I did expose and offer at public sale at the door of the Court House at Kennepin in said County, the said Distillery, and the tract of land in said decree

described, in pursuance of the said decree & the said notice, when William Moore bid for the same the sum of Five Hundred Dollars & he being the highest & best bidder for the said property, it was sold to him for the sum of Five Hundred Dollars & the said William Moore having paid to me the sum of Five Hundred Dollars, I, as Special Commissioner executed to the said William Moore, a commissioners deed of conveyance, conveying all the right, title, and interest, of the above defendants, parties to this suit & of all parties claiming under them.

All of which is respectfully submitted and an approval & confirmation of said acts and doings prayed for

Charles W. Lobdell
Special Commissioner

"On reading and filing said report, on motion of Petitioners attorney it is ordered, adjudged and decreed, by the Court that the same and all things therein contained be ratified, approved and confirmed, and that the same be held firm and effectual in all things forever "

State of Illinois } I. John F. Nash, Clerk
LaSalle County } of the Circuit Court in
and for said County and

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state do hereby certify that the above and foregoing
comprises a true, full, perfect and complete copy
of the transcript of the record from Putnam Co-
unty Circuit Court, the pleadings in the cause
and the orders of the Lasalle County Circuit Court
as the same appear of record and on file in my
office in the said cause of William Moore vs James
J. Todd et.al. Petition for Mechanics Lien ~~~

In testimony whereof I have herewith
set my hand and the seal of said Court at Ottawa
this 15th day of March 1859. ~~~

J. F. Nash Clerk



And afterwards, to wit on the third day of
October, in the year last aforesaid, George Smith
by Thomas Dent, his attorney, filed in the office
of the Clerk of said Court his certain answer,
which is in words and figures as follows,
to wit:

A large, curved line drawn across the page, likely indicating a continuation or a signature.

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"Answer of George Smith"

In the Superior Court of Chicago
The Answer of George Smith to the Bill of
Interpleader filed by Isaac M. Ash against
William Moore and this Respondent.

This respondent saving all and every
benefit and advantage of exception, for answer
to so much and such parts of said bill as he
is advised it is material for him to answer,
answering says,

That he is informed & believes
it to be true, and therefore admits, that said
Isaac M. Ash was and is a Commission Merchant
in Chicago, and as such received to be sold on com-
-mission, the property in the bill described, that
the same immediately prior to such sale, was
shipped or sent by James J. Todd from Kenne-
-pin in the State of Illinois, to said Ash. to be
sold, and that said Ash thereafter sold the
same to said Fullerton & Smeth, before he became
informed of the right of this respondent thereto,
and before he had notice of the pretended claim
of said William Moore.

This respondent further answering
admits on information and belief that said
William Moore, claimed said property,
and said nett proceeds, (as to the correctness

58 of the statement of which, ^{proceeds} in the Bill, respondent makes no question) and that said Ash. had reason to fear the institution of actions, and that he might and probably would be brought into litigation with said Moore).

This respondent further answering says that said property so sold to said Fullager and Smeeth, really belonged to this respondent and to no other person, that the same was on or about the 28th day of May A.D. 1859. wrongfully, unlawfully, and against the will of the respondent, detached & stripped, and taken away from a certain building, the property of this respondent, situated on the following described tract of land in the County of Putnam and State of Illinois; to wit: A part of the North East Quarter of Section Nine (9) in Township Thirty Two (32) North, of Range two (2) West of the Third Principal Meridian bounded as follows, to wit: Commencing at a point on the Illinois River where the North line of Locust Street. of the town of Kennepin touches said river, running thence North on the margin of said river, one hundred and sixty feet, thence South sixty seven degrees, East to a point where a right line extended along the west side of the alley,

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running north through the front tier of blocks in the town of Kennebec. would cut said line at Right Angles, thence south twenty three degrees west along said line extended to the quarter section line dividing said section nine (9) thence West along said section line to a point where it cuts the north line of Locust Street, thence along the north line of said street to the place of beginning - containing two acres more or less, of which said tract of land with all the hereditaments and appurtenances thereunto belonging, including all the buildings and improvements thereon, this respondent is and hath been since the 31st day of December A.D. 1854. the owner and in fee simple seized.

The deed under which respondent holds the same, being from the Sheriff of Putnam County, aforesaid, under a sale on an execution was filed for record, and recorded in said County to wit: on the 31st day of December 1854. and respondent will produce the same on the hearing of this cause.

This respondent further answering says that said articles so sold by said Ash, and before then unlawfully and wrongfully taken and carried away from said building, constituted at the time of the same being so unlawfully taken and carried away to be

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sold as aforesaid, part and parcel of the said building above mentioned, situated on the premises, aforesaid, that said articles were fixtures in said building, and a principal part of the lead, copper and other pipes, machinery and fixtures necessary for operating said building as a Distillery; and that by detaching taking, and carrying away said articles as aforesaid, great waste, damage, and spoil were done to said building largely deteriorated in value, to wit: to the amount of Three Thousand Dollars, and also rendered unsaleable, as well as unfit for the business for which the same was designed, the whole damage thereby done being not less than Three Thousand Dollars

This respondent further answering says, that immediately upon learning that the said waste, spoil and damage, had been committed on the premises of this respondent as aforesaid, this respondent made diligent enquiry to ascertain by whom the said fixtures and machinery so detached from said building, had been detached taken and carried away, and also diligently enquired and sought to learn where the articles which had so been detached could be found. But by reason of said waste and spoil upon the said premises of this respondent, having been

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 committed in a clandestine manner, and said lead
 copper and brass works having been secretly sent
 away from Mennepin aforesaid, this respondent was
 unable to find the same until after said Ash
 had sold and delivered the same to said Fullager
 and Smeeth, and then found the same so much
 damaged and bruised and broken in being detached
 as aforesaid, and in the transit from Mennepin
 and otherwise, and so changed in form and character
 from what they should be, in order to be replaced
 in said building, that this respondent preferred
 to have the net proceeds thereof in preference to
 claiming said articles.

This respondent further
 answering, admits that he did claim said articles
 of which he had been wrongfully deprived by the
 commission of said spoil and waste upon his
 premises aforesaid, and did claim said net
 proceeds, and insist on the right of this res-
 pondent to have either said articles, or said
 proceeds, and threaten to institute proceeding
 for the recovery thereof. And respondent still
 insists that he has the first and only true and
 lawful right to said articles or their value.

This respondent further answering
 says that heretofore, to wit: on the first day of
 February A.D. 1855. he entered into a contract
 in writing, with William Ray of Mennepin

aforesaid, for the sale of the premises aforesaid by this respondent to the said William Ray, by which contract the said William Ray was, among other things, required to pay for said premises to this respondent, his executors, administrators and assigns, at the office of this respondent in the city of Chicago, Sixteen Hundred and forty nine Dollars and seven cents within five years from the 31st day of December in the year 1854. with interest thereon at the rate of ten per cent per annum, payable annually. And said Ray was also required by said Contract, among other things, to faithfully in due season pay or cause to be paid all ordinary and extraordinary taxes assessed upon said premises or any part thereof, and all assessments which then were or might thereafter be charged upon or against said premises or any part thereof.

And the prompt performance of the covenants in said contract contained to be performed on the part of said Ray, including the payment of said consideration with interest, was by said contract made a condition precedent, and time was by said contract declared to be the essence of said condition, upon which this respondent agreed to make said sale as aforesaid. And it was further provided by said contract that in case of default by the said William Ray, in any payment of

of the interest which became due on said principal sum on the 31st day of December A.D. 1858. Said interest being \$164⁹⁰. and that said Ray has also failed to pay sundry taxes and assessments levied on said premises, and has also failed to pay insurance premiums, according to the terms of said contract whereby, a large sum of money, to wit \$150. hath become and is due for said taxes and insurance premiums; and the whole of said principal sum viz: \$1649²⁰ together with said \$164⁹⁰. interest, and said \$150. for taxes and insurance, and the rent of said premises from the 31st day of December A.D. 1858, amounting on the first day of June A.D. 1859. to about the sum of \$159⁴⁰ remain due and unpaid.

This respondent further answering says, that by reason of the waste and spoil committed on said premises by the removal of said fixtures, so afterwards sold by said Ash, as old lead, old copper, and old brass, said premises have become so injured and deteriorated in value as to be unsatisfactory and insufficient security for said purchase money, interest, and rent due this respondent, under and in pursuance of said contract with said Ray, and that said Ray is insolvent so that the property was the only security prior to said waste being committed, and is still the only security for the amount due this respondent under said contract with said William Ray.

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This respondent further states, that his title to said Real Estate and appurtenances, remains and has always remained wholly unimpaired and unencumbered except so far as said Contract with said Ray forfeited by the non payment of the interest due Decr. 31.st A.D. 1858, may have been considered an incumbrance on the title of this respondent. This respondent has been informed that said William Moore heretofore claimed some interest in said property by virtue of a proceeding by him against said Ray and Todd and one James M. Mahon, by way of a petition for Mechanics Lien; but this respondent was not a party to, nor in any way concerned in or notified of, said proceeding, and insists that his rights could not be, have not been, and should not be, either in equity or at law, in anywise affected by any such proceeding, or by reason of any circumstances from which such proceeding may have originated. - But this respondent insists that said property sold by said Ash, should not have been detached from the premises of this respondent; that the detaching thereof was the commission of great spoil and waste upon the premises, and that neither said Ray, said Todd, M. Mahon, or said Moore had any right whatever to detach said property, or commit said Waste; but each and all of said persons were by the terms of the contract aforesaid expressly prohibited from committing such waste or doing such damage to said premises. -

This respondent further shews that the said Moores attempt to convert to his own use the property wrongfully taken as aforesaid from said building of this respondent is unjustifiable in law; that this respondent, as said Moore at the time of commencing said proceedings for Mechanics Lien, had full notice, from the records of said Putnam County, was the owner of said real Estate and premises, and entitled to be preferred before said Moore for the value of the same, not exceeding the purchase money due thereon from said Ray; and that said Moore is now unlawfully seeking to deprive this respondent of said preference, and also endeavouring to deprive this respondent of other of his legal and equitable rights in said attempt to convert said detached property to his own use.

This respondent further shows that heretofore and before said waste was committed by said Todd as aforesaid, to wit: on or about the 22nd day of March A.D. 1859. this respondent being informed that said Moore was about to commit great waste upon said premises, filed in the Circuit Court of Putnam County aforesaid a Bill in Chancery, against said William Moore, William Ray, James J. Todd and James McMahon, wherein this respondent prayed for an Injunction, which was thereupon duly ordered, to prevent such waste, the said Moore thereupon desisted from committing such waste. And

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this respondent further shews that the proceedings aforesaid by said Todd, in committing the waste above specified were in direct violation of the order for said injunction and wholly unauthorized.

And this respondent further shews that there were and still are divers judgment liens against any interest which said Ray ever had on the Real Estate aforesaid, which said liens were prior in time to the pretended Mechanics Lien of said Moore, among which judgment liens are a judgment, recovered in said Putnam Circuit Court, at the April Term thereof A.D. 1856. in favor of John J. Thomson against said Ray, and a judgment recovered at the same term by Pomeroy and Andrews against said William Ray, which judgments among other liens, take precedence of the pretended lien of said William Moore, because of being prior liens on the estate and premises aforesaid, and the creditors having the same not being parties to said Mechanics Lien proceeding, and said premises would heretofore have been sold on said judgments or to satisfy one or other of the same, but for the fact that this respondents claim would have to be established and paid before obtaining title to the premises, and the property was not of sufficient value to justify its purchase, by virtue of or under such judgment or other lien, with such a condition (as to payment of this respondent) being necessary to be complied with before getting title. —

69 Exhibit A. To Answer of George Smith.

Contract
Geo. Smith
Wm Ray.

Articles of Agreement made and concluded this first day of February in the year of Our Lord One Thousand Eight Hundred and fifty five. Between George Smith, by his attorney in fact E. W. Willard of Chicago, Illinois of the first part, and William Ray of Kennebec in Putnam County and State of Illinois of the second part. Witnesseth that said party of the first part at the request of the party of the second part and in consideration of the money to be paid and the covenants as herein expressed to be performed by the party of the second part (the prompt performance of which payments and covenants being the condition precedent and time being the essence of said condition) hereby agreed to sell to the said party of the second part all that certain tract or parcel of land situated in Putnam County aforesaid viz:

A part of the North East quarter of Section No. nine (9) in Township No. Thirty Two (32) North of Range Two (2) West of the Third Principal Meridian, bounded as follows, to wit: Commencing at a point on the Illinois River where the North line of Locust Street of the town of Kennebec touches said river, running thence North on the margin of said river One Hundred and Sixty feet (160) Thence South Sixty seven (67) degrees East to a point where a right line extended along the West side of the Alley running North through the front tier of blocks in the town of Kennebec

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would cut said line at right angles, thence south twenty three degrees west along line extended to the quarter section line dividing said section nine. thence west along said section line to a point where it cuts the north line of Locust Street, thence along the north line of said street to the place of beginning, Containing Two Acres more or less with the privileges and appurtenances thereto belonging—

And the said party of the second part in consideration of the premises, hereby agrees to pay to the said party of the first part, his executors administrators and assigns, at the office of said first party in the city of Chicago, the sum of Sixteen Hundred and forty nine dollars and seven cents, within five years from the thirty first day of December in the year eighteen Hundred and fifty four. with interest thereon at the rate of ten per cent per annum. payable annually - and also that he will well and ^{faithfully} in due season pay or cause to be paid, all ordinary or extraordinary taxes assessed upon said premises, or any part thereof and also all assessments which now or may be hereafter charged or assessed upon or against said premises or any part thereof - And also that he will procure the buildings and fixtures upon said premises to be insured in some responsible Insurance Office, and keep the same insured during the term aforesaid, for the sum of at least Eleven Hundred Dollars, which

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insurance shall be made in the name of the first party, and be held as Security for the payment of said purchase money and interest.

In case said party of the second part shall fail to pay any such taxes or assessments upon said premises or appurtenances or any part thereof, whenever or as soon as the same shall become due and payable, and the party of the first part shall pay from time to time any such taxes or assessments or any part thereof, or cause the same to be paid — or in case said second party shall not procure said premises to be insured as above provided, and the said insurance shall be made by said first party, the amount of any and all such payments so made by the party of the first part shall immediately thereupon become an additional consideration for the premises, herein agreed to be conveyed and payment shall be made by the party of the second part to the party of the first part for the same).

And the said party of the first part, covenants and agrees with the party of the second part that upon the faithful performance, by the said party of the second part of his undertaking in this behalf and of the payment of principal and interest of the sums above mentioned in the manner specified, the first party shall and will without delay, well and faithfully execute and acknowledge and deliver or cause the same to be done to the party of the second part a good and sufficient deed of said premises, with covenant of

warranty as against the acts of said first party and all persons claiming or to claim by through or under him but of none others.

And it is mutually covenanted and agreed by and between the parties hereto that in case of default by the said party of the second part in any payment of principal or interest, the said party of the second part, his heirs or assigns, who may have possession or the right of possession of said premises, at the time of such default, or at any time thereafter, shall be considered, and are hereby agreed and declared to be in law and equity, the tenants and tenants at will of said party of the first part, or his representatives or assigns on a rent equal to an interest of twenty per cent per annum on the whole amount of the purchase money above specified payable monthly from the day of such default. In payment of principal or interest and after such default, the said party of the first part his representatives and assigns, shall and may have and exercise all the powers, rights and remedies provided by law or equity, to collect such rent, or to remove such tenant or tenants in the same manner and to the same extent as if the relation of landlord or tenant hereby declared were created by an original absolute lease for that purpose on a specified rent payable monthly on a tenure at will, and that in such case, the said tenant or tenants, shall and will pay or cause to

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And afterwards, to wit: on the Eighth Day of March in the Year of Our Lord, One Thousand, Eight Hundred and Sixty, George Smith by his attorney Thomas Dent, filed in the office of the Clerk of said Court a certain Transcript of Judgments & Executions vs Ray, of Bill in Chancery filed by Smith vs Moore Et. al. which ~~is~~ words and figures as follows, to wit:

State of Illinois
Putnam County } ss.

Pleas before the Honorable Madison
E. Hallister, Circuit Judge in and for the Ninth Judicial
District of said State, at a term of the Circuit Court
in and for said County begun and held at the Court House
in Kennebec on the Fourth Monday (28th day) of April
A.D. 1856.

Present Hon. M. E. Hallister Judge &c.

N. H. L. Wallace Esq. States Attorney

George Dent Clerk

Amos T. Turvance Sheriff

Be it remembered that at said term to wit:
on the 28th day of April A.D. 1856. the following proceed-
ings were had in the following entitled cause, to wit:

John S. Thomson

vs

William Roy

Trespass.

The plaintiff comes by T. Dent his
attorney. It appears that the summons was served
on the defendant by the Sheriff by reading the same
to the defendant on the nineteenth day of March last.
Whereupon the defendant is three times solemnly
called, but he makes default and comes not, and
it is considered that the plaintiff should have
his damages by reason of the premises, and that
he may have a Jury in Court to assess the same

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and a Jury being called come to wit: Robert Patten
Anthony White, Joseph Cassel, Benjamin F. Whitaker
David Parker, Leonard Studypoin, Guy W. Pool, W.
Gilmer Leech, David Flaughter, George W. Murdoch
George Griffiths and Linus B. Skeel, good and
lawful men, duly sworn &c And the Jury do upon
their oaths say "We the Jury assess the plaintiffs
damages by reason of the premises at Eight Hun-
-dred and Seventy five dollars" Therefore it is
considered that the said plaintiff recover of
the said defendant the ^{said} sum of Eight Hundred
and Seventy five dollars, his damages aforesaid,
in form aforesaid assessed, together with his costs
herein expended, to be taxed, and that he have
execution therefor. —

And also be it remembered that on
the 22nd day of May A.D. 1856. an execution issued on
said judgment as follows, viz:

State of Illinois {
Putnam County } 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 William Ray,
defendant, in your county, you cause to be made the
sum of Eight Hundred and Seventy five dollars and —
cents, which John S. Thomson, Plaintiff, lately in the
Circuit Court of said County, at a term thereof, began

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and held at Kennepin in said county on the 28th day of April
1856. last past. Recovered against the said defendant and
which by the said Court was adjudged to the said Plaintiff
for his damages. — And also, the further sum of Twelve
Dollars and Seventy five cents, which were adjudged
to the said Plaintiff, for his Costs and Charges in
that behalf expended, whereof the said defendant is
convicted, as appears to us of record. And have you
these moneys ready to render to the said Plaintiff for
his damages and costs aforesaid, and make return
of this writ with an endorsement thereon in what
manner you shall have executed the same, in ninety
days from the date hereof.

Witness Geo. Dent, Clerk of our said Court, and
the Seal thereof, at Kennepin in said County this 22nd day
of May A.D. 1856.

L.S.

Geo. Dent, Clerk

Which execution was afterwards returned, with the Sher-
-riffs return thereon, Endorsed as follows, to wit: Came
to hand May 28th 1856 at 4 O'Clock P.M.

A. Purviance, Sheriff Put. Co.

I have served the within — and cannot find
property in my County on which to levy. —

August 15th 1856.

A. J. Purviance, Sheriff

And be it remembered, that afterwards on the 19th
day of February A.D. 1859. an alias execution was

77. issued on said Judgment as follows, viz:
 State of Illinois {
 Putnam County } ss

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

We command you as we have heretofore com-
 -manded you that of the lands and tenements, goods and
 chattels of William Ray, Defendant in your County,
 you cause to be made the sum of Eight Hundred and
 Seventy Five (\$875) Dollars and - cents which John
 S. Thomson, Plaintiff, lately in the circuit Court of
 said County, at a term thereof begun and held
 at Keeneville in said County, on the 28th day of April
 1856, last past, recovered against the said Defendant,
 and which by the said Court was adjudged to the said
 Plaintiff for his damages —

And also, the further sum of Fourteen dollars
 and five cents, which were adjudged to the said plaintiff
 for his 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 his damages, interest,
 and costs aforesaid, and make return of this Writ, with
 an endorsement thereon, in what manner you shall
 have executed the same, in ninety days from the date
 hereof.

Witness George Dent, Clerk of our said Court,
 and the seal thereof at Keeneville in said County

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L.S.
this 19th day of February A.D. 1859.

Geo Dent, Clerk

Which said execution was afterwards returned, with the sheriffs return thereon as follows, viz:

Received this execution for collection this 21st day of February A.D. 1859, at 11 O'Clock A.M.

John P. Gerberich, Sheriff

By virtue of the within Ex. I have this day levied on the following property as William Ray having an interest in it to wit: A part of the N.E. $\frac{1}{4}$ of Sec. 9. T. 32. N.R. 2. W. 3rd Q.M. bounded as follows, commencing at a point on the Ill's River, where the north line of Locust St. in the town of Kennebec, touches said river, running thence northward on the margin of said river 160 feet, thence South 64 degrees, East to a point where a right line extends along the West side of an alley running northward through the front tier of blocks in the town of Kennebec, would cut said line at right angles, thence South 23 degrees West along said line extended to the quarter section line ^{dividing said section nine (9)} thence west along said ^{quarter section line} to a point where it cuts the north line of Locust Street, thence along the north line of Locust Street to the place of beginning - containing two (2) acres more or less.

John P. Gerberich

March 25th A.D. 1859.

Sheriff

Not sold for want of bidders

John P. Gerberich, Sheriff

And also be it remembered that at the same Term to wit: Monday April 28th 1856. the following pro-

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proceedings were had, and the following judgment entered by said Court, to wit;

Chester W. Pomeroy & James Andrews
Partners under the name & style of
Pomeroy & Andrews

vs.

William Ray, surviving partner of the
late firm of Ray & Davidson.

In Assumpsit

The said Plaintiffs
Come by Thomas Dent their attorney, and it appearing
that the summons in this case was duly served on
the defendant more than ten days before the com-
mencement of this term, the said defendant is thrice
solemnly called, but making default, comes not -
Therefore it is considered that the said Plaintiffs
ought to recover their damages by reason of the premises
and this suit being upon notes in writing for the pay-
ment of money only, it is referred to the Clerk to assess
said damages, by computing the amount due on
said notes:

And also, be it remembered that at the same
term, the following proceedings were had

April 30th 1856.

Chester W. Pomeroy & James Andrews
Partners under the name and style of Pomeroy & Andrews
vs.

William Ray, surviving partner of the
late firm of Ray and Davidson

In Trespass

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The said parties come again by Thomas Dent,
their attorney, and the Clerk's assessment of damages
being reported, showing that the damages are Nine
Hundred and forty three dollars and two cents. the report
is approved. Therefore it is considered that the said
plaintiffs recover of the said defendant the said sum
of Nine Hundred & forty three dollars and two cents, dam-
ages aforesaid, and also their costs in this suit
expended, to be taxed, and that they have execution
therefor.

And also be it remembered that on the 9th
day of June A.D. 1856. an execution issued on said
Judgment as follows, viz:

State of Illinois {
Putnam County { 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 William Ray, defendant
in your County, you cause to be made the sum of
Nine Hundred forty three dollars and two cents which
Chester W. Pomeroy and James Andrews (partners under
the name & style of Pomeroy and Andrews) plaintiffs
obtain in the Circuit Court of said County, at a term thereof
begun and held at Keokuk in said County, on the
twenty eighth day of April A.D. 1856, last past
recovered against the said defendant, and
which by the said Court was adjudged to the said

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 plaintiffs for their damages.

And also, the further sum of four dollars and twenty cents which were adjudged to the said plaintiffs for their 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 plaintiffs for their damages, interest and costs aforesaid, and make return of this writ with an endorsement thereon in what manner you shall have executed the same in ninety days from the date hereof.

Witness, Geo. Dent, Clerk of our said Court
 and the seal thereof at Kinnepin, in said County
 this 9th day of June A.D. 1856.

Geo. Dent. Clerk

Which said execution was afterwards returned with the Sheriff's return endorsed thereon as follows, to wit:

Came to home June 15th 1856 at 10 o'clock A.M.

A. J. Purvisance, Sheriff

Served the writ and cannot find property belonging to the defendant on which to levy

A. J. Purvisance, Sheriff

July 6th 1856.

Be it remembered that afterwards, to wit: on the 19th day of February 1859. the following alias execution was issued, to wit:

State of Illinois
Putnam County

The people of the State of Illinois to the
Sheriff of said County: Greeting,

We command you as we have heretofore
commanded you, that of the lands and tenements
goods and chattels of William Ray, defendant
in your County, you cause to be made the sum
of Nine Hundred forty three dollars and two cents
which Chester W. Pomeroy and James Anderson
(Partners & under the name and style of Pomeroy & Anderson)
Plaintiffs lately in the Circuit Court of said County
at a term thereof, begun and held at Hennepin
in said County, on the 28th day of April A.D. 1856,
last past, recovered against the said defendant
and which by the said court was adjudged to
the said plaintiffs for their damages.

And also, the further sum of Five dollars
and fifty cents, which were adjudged to the said
plaintiffs for their 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 plaintiffs
for their damages interest and costs aforesaid
and make return of this writ, with an endorsement
thereon in what manner you shall have executed the
same in writeth from the date hereof.

Witness. George Dent, Clerk of our said

Circuit Court, April Term A.D. 1858.

State of Illinois
Putnam County

Pleas before the Hon. Martin Ballou, Circuit

Judge sitting in and for the County aforesaid, in the 23rd Judicial District, at a term of the Circuit Court of said County, begun and held at the Court House in Keokuk, in said County, on the fourth Monday (26th day) of April A.D. 1858.

Present, Hon. Martin Ballou Judge 23rd Judicial District

Geo. H. Stepp State Attorney

Jefferson Durley Sheriff

George Dent Clerk

And also be it remembered at the said term of said Court the following proceedings were had, to wit:

Samuel K. Wilson, Lafayette Wilson
William F. O'Beir, William N. Waters
Louis R. Wilson

vs.

James J. Todd & James McMahon

Assumpsit

Now again the parties come again by their respective attorneys, and by their agreement a Jury is waived, and this cause is submitted to the Court for trial. The Court finds that said Defendants undertook and promised in manner and form as said Plaintiffs have in their declaration complained, and the Court having by consent of the parties referred it to the Clerk to compute the amount due on the promissory notes on which this suit was brought, it is found that

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said Plaintiffs, by reason of the premises, sustained damages to the sum of Six Hundred and fifty five dollars and forty five Cents. Therefore it is considered that said plaintiffs recover of said defendants the said sum of Six Hundred and fifty five dollars, and forty five ^(~~\$685.45~~) cents, the damages aforesaid, together with said plaintiffs costs, herein expended, to be taxed, and that said plaintiffs have Execution therefor.

Be it also remembered that on the 7th day of January A.D. 1859. an execution on said judgment as follows. to wit;

State of Illinois {
Putnam County { 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 James J. Todd and James W. Mahon, defendants in your County, you cause to be made the sum of Six Hundred & fifty five dollars, and forty five cents, damages, and you will also collect interest on the same from the 29th day of April A.D. 1858 at the rate of Six per cent per Annum, which Samuel K. Wilson, La Fayette Wilson, William F. O'bear, William W. Waters and Lewis R. Wilson, Plaintiffs, lately in the Circuit Court of said County, at a term thereof begun and held at Keokuk in said County on the fourth Monday of April (1858) last past, recovered against the defendants, and which by the said Court was adjudged to the said

plaintiffs, for their damages by them in this behalf sustained. - And also the further sum of Eight dollars and twenty cents which were adjudged to the said plaintiffs for their costs and charges in that behalf expended, whereof the said defendants were convicted, as appears to us of record: And have you these moneys ready to render to the said plaintiffs for damages interest and costs aforesaid, and make return of this Writ with an Endorsement thereon in what manner you shall have executed the same in ninety days from the date hereof.

(L.S.) Witness, George Dent, Clerk of Ann said Court and the Seal thereof at Kennepin in said County, this Seventh day of January 1859.

Geo. Dent Clerk

Which said Execution was afterwards returned with the Sheriffs return Endorsed thereon, as follows, to wit:

Rec'd this Execution for Collection this 7th day of January A.D. 1859 at 10 O'clock A.M.

John P. Gerberick Sheriff

No property found in my County whereon to levy -

John P. Gerberick Sheriff

State of Illinois,

Putnam County } ss.

I, George Dent, Clerk of the Circuit Court in and for said County, do hereby certify that the foregoing is a full and correct transcript of the Judgments in the Causes aforesaid, and of the executions and returns

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thereon in the causes above mentioned.

Witness my hand and the seal of said Court, at my office in Hennepin this 11th day of January A.D. 1860.

(Seal)

Geo Dent, Clerk

Circuit Court, Putnam County, October Term, A.D. 1859.
State of Illinois,
Putnam County } ss.

Plas before the Hon. Mark Bangs
Circuit Judge of the 23rd Judicial District for said state,
at a term of the Circuit Court in and for said County
begun and held at the Court House in Hennepin on
Monday the 24th day of October in the year of our Lord
One Thousand, Eight Hundred & fifty nine

Present Hon. Mark Bangs Judge of 23rd Jud. District

John J. Gerberich Sheriff

George Dent Clerk

Henny Miller State Attorney

Be it remembered that heretofore, to wit: on the
26th day of March 1859, came George Smith, by his Solicitor
and filed in the office of the Clerk of said Court, a
certain bill in Chancery, in the words and figures
following, to wit:

To The Honorable the Judge of the
Circuit Court of the County of Putnam, in the state of
Illinois, in Chancery sitting

Humbly complaining

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Shows unto your Honor your Orator George Smith,
that on or about the first day of February A.D. 1855. your
Orator being the owner in fee of the following described
real estate, situated in the County aforesaid, viz:
A part of the N.E. quarter of Section (9) nine in Township
No 32. North of Range (2) Two, West of third Principal
Meridian, bounded as follows, to wit: Commencing
at a point on the Illinois River, where the north line
of Locust Street of the town of Mennepin touches said
river, running thence north on the margin of said
river One hundred and sixty feet, thence South Sixty
seven degrees, East to a point where a right line
extended along the West side of the alley, running
north through the front tier of Blocks of the
Town of Mennepin would cut said line at right
angles, thence South twenty three degrees, west
along said line extended to the Quarter section line
dividing said Section Nine (9) thence west along said
Section line to a point where it cuts the north
line of Locust Street, thence along the north
line of said street to the place of beginning.
Containing two (2) acres more or less. with
the privileges and appurtenances thereto belonging -
your orator contracted to sell the same to William
Ray, and to convey the same to said Ray by a good
and sufficient deed, with covenants of warranty
against the acts of your orator, and all persons
claiming or to claim by, through, or under your

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 orator, but none others, which said contract was how-
 ever on condition that said Ray should among other
 thing, pay your orator, his executors, administrator or
 assigns, at your orators office in the city of Chicago
 Sixteen Hundreds and forty nine dollars and seven cents
 within five years from the 31st day of December A.D. 1854.
 with interest thereon at the rate of ten per cent per
 annum - payable annually - and also that the said Ray
 should well and faithfully in due season pay or cause
 to be paid, all ordinary or Extraordinary taxes, assessed
 upon said premises or any part thereof

Said contract was made in writing under the
 hands and seals of your orator and said Ray and a
 copy thereof is herewith filed as "Exhibit A" to be taken
 as part thereof, and for greater certainty your orator
 craves leave to refer to the Original of said contract,

Your orator further shews that it was further
 stipulated in and by said contract among other things
 in case of default by said Ray in payment of principal
 or interest aforesaid, said Ray, his heirs, ^{or} assigns who
 might have possession or right of possession of said
 premises at the time of such default, or at any time there-
 after, should be considered the tenant and tenant
 at will of your orator or his representatives or assigns
 on a rent equal to an interest of twenty per cent per
 annum, on the whole amount of the purchase money
 above specified, payable monthly from the day of such
 default, and that such tenant or tenants should not

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Commit or suffer any waste or damage to the premises or appurtenances, but would keep and deliver up, on the termination of such tenancy, the said premises and appurtenances in as good condition and repair ordinary wear and decay, and unavoidable injury by the elements excepted, as they were at the commencement of such tenancy - as will more fully and at large appear by reference to the contract aforesaid. —

Your Orator further shows that he still has and owns the same interest in said premises, as at the making of said contract; that said William Ray entered into and took possession of said premises under said contract, and that said Ray, and those claiming by, through or under him have since held possession of said premises under said contract; that said purchase money stated in said contract, being \$1649 ⁰⁷/₁₀₀ with interest thereon at ten per cent per Annum from the 31st day of December 1857. is wholly due and unpaid to your orator, and only the interest for two years, being up to Dec. 31st 1857. has been paid to your orator, on account of the consideration or purchase money of said premises —

Your orator further shows that he has no security for the aforesaid consideration or purchase money and interest due thereon, as aforesaid, except in the premises themselves, and the personal liability of Ray under said contract, that he is informed and believes, and so charges the fact to be, that

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the said Ray is insolvent and pecuniarily irresponsible and that in fact your orator will not be able to collect or realize the consideration money or interest thereon except from or by recourse to said real estate itself.

Your orator further shews that the chief and almost entire value of said real estate consists in the building and appurtenances on it fitted up and designed for a distillery, that without said distillery the land itself would be of trifling value, that is to say of less than Three Hundred Dollars in value as your Orator is informed and believes, and that the preservation of said distillery, and its machinery fixtures, and appurtenances is, as your orator is informed and believes, essentially necessary for the security of your orator for said consideration money and interest due thereon as above stated.

Your orator further shows that one William Moore (whom your orator prays may be made defendant hereto) claims some interest in said premises, as your Orator is informed and believes, under a decree in his favor against said Ray, and James J. Todd and James McMahon - the said Todd and McMahon having claimed some interest in said premises in connection with said Ray under the aforesaid contract given by your Orator to said Ray. Your Orator further shows that the interest of said Moore, if any, or whatever it may be, is no greater than that to which said Ray would be entitled under the contract aforesaid.

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and the facts above stated with reference to said contract, but that said Moore cannot claim any interest whatever in said premises paramount to or adversely to your orator's interest or not subject to the contract aforesaid,

Your orator further shows that the said William Moore threatens, and as your orator is informed and believes is proceeding to detach, take out, and remove from said building on the premises aforesaid, the machinery and fixtures therein and thereto belonging, and constituting the Chief Value of the premises, and the Chief Security of your Orator for the purchase money due him, as aforesaid, and that the said William Moore also threatens and is proceeding to do other irreparable and irreparable mischief to said premises.

Your orator further shows that the value of said Real Estate would be, as your orator is informed and believes, very small in case the machinery and fixtures in and about the building necessary for and making it a Distillery, were not permitted to remain, and that said machinery and distillery fixtures and appurtenances, constitute the Chief value of the Real Estate, and the Principal Security of your Orator for the money due him as aforesaid, and that any considerable damage to said distillery property as threatened by said Moore, would render it very unsaleable, and

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make the property incompetent and insufficient security to your Orator.

Your Orator further shows that the mischief and waste threatened and commenced as aforesaid by said Moore upon said premises would as your Orator is informed & believes cause irreparable damages to your orator and to said premises, and that it is necessary for the protection of your Orators rights, that all such waste and damages should be stayed, and that said premises should be left whole and unimpaired until the debt due to your Orator as aforesaid be paid.

Your orator further shows that the said Moore has refused to pay or secure your orators money due as aforesaid for said premises, and notwithstanding the said Moore can only enter on said premises under and subject to the Contract aforesaid, and in so doing is equitably bound to pay or cause to be paid the Consideration Money due your Orator as aforesaid, he still refuses to pay your Orator, and is about to remove and deprive your Orator of his only security for the payment of said Consideration Money, and thereby wrong and defraud your Orator out of said money, for which said premises are your Orators only security.

In tender consideration whereof, and inasmuch as your Orator can only obtain adequate

relief in the premises, by resorting to a court of Equity, in which matters of this sort are properly Cognizable and relievable, your Orator prays your Honor to take Cognizance of this suit: that the said William Moore - and his confederates when discovered - and the said William Ray, James J. Todd and James M. Mahon, be summoned to answer this Bill, and required to answer the same fully but not under oath - their oaths to their answers being expressly waived, and that the rights and interests of your orator in the premises be declared, secured and enforced, and that the said defendants or some of them be required to pay or secure the payment of money due your Orator as aforesaid or be debarred and foreclosed from claiming any right in said premises under the contract aforesaid.

Your Orator further prays that an Injunction be issued out of and under the seal of this Honorable Court Commanding and strictly Enjoining the said William Moore his Counsellors, Clerks, servants, assistants, workmen, agents and confederates, and every of them, not to commit any waste or spoil in or upon the real estate and premises aforesaid, and not to take down, or out, or remove, or take away any of the machinery or fixtures, or parts, or appurtenances of the distillery upon said premises, and not to remove from

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said premises any such Machinery or Fixtures whether said Moore shall have detached the same from said building or premises or not, and not to use said premises or any part thereof in any other than a good tenant like manner, so that the same may be kept in good condition and repair, natural wear and decay and injury from the Elements excepted - and that such Injunction may be made perpetual, and may be extended to all persons claiming by, from or under said Moore, his heirs or assigns, or under said Contract or through or under said Contract, and that your Orator may have such other or further relief as to equity shall seem meet,

And your Orator as in duty bound will ever pray &c.

George Smith

By Thomas Dent

his Solo. Counsel

State of Illinois (

County of Cook } ss

City of Chicago }

Oliver W. Willard being duly sworn says on oath that he understands the contents of the foregoing bill, that said Smith is now absent, so that he cannot make this affidavit: that the deponent is agent and attorney in fact of said Smith, that the allegations contained in the foregoing Bill are true in substance

and in fact, except those stated on information and belief, and those he believes to be true.

Subscribed and sworn to before Elisha W. Willard
 me this 25th day of March
 A.D. 1859. As witness my
 hand and seal (notarial
L.S. Moses Kallett
 Notary Public

On which said bill was and is endorsed an order
 as follows:

In the absence of the Circuit Judge
 from this County the undersigned Master in Chancery
 having read the foregoing bill, Order the issuing of
 an Injunction as therein prayed, on condition
 that Complt. file with the Clerk bond in penalty
 of \$2,000. with Elisha W. Willard as Security On-
 ditioned that said Smith pay all such costs &
 damages as shall be awarded against him in
 case the Injunction shall be dissolved, or for-
 wrongfully suing out the Injunction

George Dent, Master in Chancery
 Putnam County

And thereupon on said 26th day of March A.D.
 1859. said George Smith filed his bond for an
 Injunction, which bond was and is as follows.

Know all men by these presents,
 that we George Smith and Elisha W. Willard are

State of Illinois
Putnam County

J. George Dent, Clerk of the

Circuit Court in and for said do hereby
certify that the foregoing is a full and correct
transcript of the Bill in Chancery - order
thereon and Bond for Injunction, now on
file in my office in the case pending in
said Court between George Smith, Complainant,
and William Ray and others defendants

In testimony whereof, I have hereto
subscribed my name and affixed the
Seal of said Court at my office in Kennebec
this 11th day of January A.D. 1860

J. G. Dent, Clerk

And afterwards, to wit: on the Eighth Day
of March, in the year last aforesaid, the parties
to this suit by their respective attorneys filed
in the office of the Clerk of said Court their
certain stipulations, which is in words and
figures following: to wit:

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Filed

Mar 8. 1860.

Stipulation Between Moore & Smith

Isaac N. Ash

vs

William Moore &
Geo. Smith

} Bill of Interpleader

It is hereby stipulated and agreed by and between the said William Moore and George Smith as follows:

That said Smith was the owner in fee on the 31st of December 1854. of the real Estate referred to in the answers of said two defendants, and exhibits therewith filed respectively

That said Smith being so the owner, executed to William Ray the contract for conveyance of said property, a copy of which is filed with the answer of said Smith herein, and said Ray took possession under the contract.

That whatever rights if any, which James J. Todd and James McMahon, ever had in such real estate were acquired under said William Ray, and subject to said contract.

That said George Smith has never made any conveyance of said premises except by said contract.

That at the time of the making of said contract, the principal building on said real estate had been fitted up for and in

use as a slaughtering and packing establishment and warehouse.

That said Moore made his contract with said Ray, Todd & McMahon, they being then in possession under the contract, for making improvements on said building (in connection with other improvements) to turn the same into a distillery, as set forth in his said Moore's petition for a Mechanic's Lien, a copy of which petition is filed with the answer of said Moore.

That said Moore filed his petition against said Ray, Todd & McMahon, above referred to, and got his decree, and became the purchaser and got a deed from the Commissioner making the sale under the decree; and it is hereby agreed by said Smith, that the record filed by said Moore with his answer giving a copy of said petition decree, and other proceedings in the case, may together with the deed from the Commissioner, come in as evidence in this case for what the same may be worth.

On or about the day of May A.D. 1859, said James J. Todd, forcibly and wrongfully, without the knowledge or consent of either said Moore or said Smith, detached, removed, tore off, and took away from said building, the copper, lead, and brass pipes and fixtures from the sale of which, the money deposited in Court was derived, the said lead

copper and brass work being fixtures in said principal building, and by the detaching and taking away of which, the building was unfitted for a distillery. — Both said Moore and Smith made search, each of them on his own account, to find said property, on ascertaining that the same had been taken away but did not and could not learn its whereabouts until (at the request of said Todd) it had been sold by Ash the Commission Merchant, Plaintiff herein, nor until a large part thereof had been put to some use by the purchaser, and the whole very greatly damaged and lessened in value.)

There is due on said contract of Smith to Ray, the principal sum \$1649.07

Interest due Dec 31st 1858 — 164.90

" " Dec 31. 1859. — 164.90

or said Principal and Rent from Dec 31. 1858 —
together with said interest due Dec 31. 1858. and
taxes paid by said Smith

Either party may introduce
any other competent Evidence on the
hearing

Thomas Dent

Sol^r for Geo. Smith

Hayne, Miller & Lewis

Sol^{ers} for Moore

"Deed of Commissioner to Moore" referred to in the foregoing stipulation

Whereas, William Moore did heretofore present to the Circuit Court of the County of LaSalle in the State of Illinois, a petition praying an order for the sale of certain premises, hereinafter described & for applying the proceeds of such sale to the discharge of his demand.

And whereas, certain proceeds were afterwards had, so that in pursuance of the aforesaid petition, said Court at the November Term thereof A.D. 1858. from the Evidence and the verdict of the Jury Empannelled to try the issues, did ascertain and declare, the right title and interest of the parties, and did make in said case a certain decree as follows.

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to wit:

Lisalle Circuit Court November Term A.D. 1858.

William Moore {

vs

James J. Todd {

William Ray {

James W. Mahon {

This cause coming on to be heard
upon the petition, answer & evidence in

this cause, & upon the verdict of the Jury empaneled to try the issues & the said Jury having rendered a verdict in said cause whereby they find the issues in said cause for the plaintiff & it appearing from the said verdict that there is now due the said William Moore from the said defendants, the sum of Twenty Two Hundred & Fifty Eight dollars & ninety five cents besides costs of suit, as in said petition of said William Moore is alleged & set forth & it also appearing to the Court, that the said sum was due from said defendants to said William Moore, upon a contract to manufacture for said defendants the necessary gearing for a distillery, which the defendants were about to erect on the following described premises, viz: a part of the north east quarter of Section No. nine (9) Township Thirty Two (32) North of Range No (2) Two, West of the third (3) Principal Meridian, bounded as follows: Commencing at a point on the Illinois River, where the north line of Locust Street in the town of Hennepin touches said river, running thence northward on the margin of said river, One Hundred and Sixty (60) feet, thence South Sixty Seven (67) degrees East to a point where a right line extends along the

west side of an alley, running northwest through the front tier of Blocks in the town of Kennebec, would cut said line at right angles, thence South twenty three (23) degrees, west along said line extended to the quarter section line, dividing said section nine (9) thence west along said quarter section line to a point where it cuts the north line of Locust Street, thence along the north line of Locust Street to the place of beginning, containing Two (2) acres more or less - and which said gearing was furnished and delivered to the defendants, and used by them on said premises & put in said distillery building on said premises.

It is therefore ordered, adjudged and decreed, that the said sum of Twenty Two Hundred & Fifty Eight Dollars and ninety five cents, be and the same is hereby declared to be a lien upon the said premises above herein described, in accordance with the statute in such case made and provided - and it is further ordered, adjudged and decreed, that the said defendants pay to the said William Moore, the said sum of Twenty Two Hundred & Fifty Eight Dollars and Ninety Five cents & costs of this proceeding within ten days, after the last day of the present term of this Court & that in default thereof Charles W. Lobdell of Putnam County, who is hereby appointed a Special Commissioner for that purpose, proceed to sell said premises, herein above described, and all the right title and interest

of the said defendants in and to the same, at Public auction, to the highest & best bidder for cash, at the door of the Court House in Putnam County. That said Special Commissioner, before proceeding to sell the said premises, shall advertise the time and place of said sale, by publishing a notice thereof in some newspaper published in Putnam County, Illinois, if any paper is published in said County, & by posting written or printed notices in three public places in said County of Putnam in the manner prescribed by law for giving notice of sales of Real Estate upon execution, which notices shall describe the said premises with reasonable certainty. & upon such sale that said Special Commissioner shall make, execute, and deliver to the purchaser at such sale a deed of conveyance, conveying all the right, title, and interest of the defendants in and to the said premises to said purchaser, and it is further ordered that at such sale the said William Moore may become the purchaser of said premises & upon such sale being made, shall said Commissioner pay, first, all the costs of this suit & the expenses attending it & secondly pay to said William Moore the said sum of \$2,258.95 with interest thereon from the 27th day of November A.D. 1858. if said premises shall sell for so much & the balance if any to the said defendants or their legal representatives, and it is further ordered that the said William

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Moore recover his costs, by him about his suit expended & it is further ordered that the said defendants & all persons in possession of said premises under them Surrender & deliver up to the purchaser at said sale the said premises, upon the production by such purchaser of the Commissioners deed for such premises & that said Commissioner make report of his proceeding to the next term of this court. M.E.H.

And whereas, complying with the said decree herein mentioned, there being no newspapers, published in Putnam County given notice for more than three weeks by posting up in three public places in said Putnam County, printed notices, said Charles W. Lobdell, as Special Commissioner, as aforesaid, did at the hour of 10 o'clock A.M. on Tuesday the 15th day of February A.D. 1859. at the door of the Court House in Hennepin, in said County, offer for sale at Public Auction & on the terms aforesaid the premises hereinafter described to the highest & best bidder, for cash. And whereas William Moore did become the purchaser at said sale by bidding the sum of Five Hundred Dollars for the premises hereinafter described, which was thereupon stricken off and sold to him at that price, Therefore

Know all Men by these presents, that I, the said Charles W. Lobdell, as Special Commissioner so authorized, do in compliance with said decree

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 and in consideration of the sum of Five Hundred Dollars which has been duly paid, grant, bargain, remise, release, transfer, and convey unto the said William Moore, his heirs & assigns forever the said tract of land so sold to him, to wit: A part of the North East quarter of section No nine (9) Township Thirty Two (32) North of range No Two (2) West of the third (3) principal meridian, bounded as follows: Commencing at a point on the Illinois River, where the north line of Locust Street in the town of Hennepin touches said River, running thence northward on the margin of said river One Hundred and sixty (160) feet, thence South Sixty Seven (67) degrees, East to a point where a right line extends along the West side of an alley, running Northwest through the front tier of Blocks in the town of Hennepin, would cut said line at right angles, thence South twenty three (23) degrees, West along said line extended to the quarter section line dividing said Section nine (9) thence West along said quarter section line to a point where it cuts the north line of Locust Street, thence along the north line of Locust St to the place of beginning, containing two (2) acres more or less,

Together with all and singular the hereditaments & appurtenances thereto belonging or in any wise appertaining, To have and to hold the same in bar and preclusion, both in law & equity of said defendants

parties to this deed & all persons claiming under them. In testimony whereof I hereunto subscribe my name and affix my seal this 16.th day of February A.D. 1859.

Charles W. Labdell

Special Commissioner

L.S.

State of Illinois }
Putnam County } ss. I, William A. Pennell
a Notary Public in said County, do hereby certify that
Charles W. Labdell, who is personally known to me
to be the person in and who executed the foregoing deed
this day personally appeared before me & acknowledged
that as Special Commissioner he executed said deed
for the uses and purposes therein mentioned

Given under my hand and seal notarial
this 16.th day of February A.D. 1859.

W. A. Pennell

Notary Public



The following is a copy of the order given by James
J. Todd on Complainant Ash, to pay Moore the proceeds
of sales of Copper, Lead, & Brass, and read in evidence on the
hearing of the case.

Kennepin June 10.th 1859

Mr. J. N. Ash of Chicago, You will please pay the
nett proceeds of sale of Copper to William Moore
and much oblige

James J. Todd

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United States of America
State of Illinois, Cook County } ss.

Pleas before the Honorable
the Judges of the Superior Court of Chicago, within
and for the County of Cook and State of Illinois, at
a regular term of said Superior Court of Chicago,
begun and holden at the Court House in the City
of Chicago in said County and State, on the first
Monday being the seventh day of October, in the year
of Our Lord Eighteen Hundred and fifty nine and of
the Independence of the United States of America the
Eighty Third. —

Present, Hon John M. Wilson, Chief Justice
of the Superior Court of Chicago
Hon N. Higgins & Grant Goodrich
Judges

Carlos Haven Prosecuting Attorney
John Gray, Sheriff of Cook County

Attest

Halter Kimball, Clerk

On Record
Oct 7

Isaac N. Ash

vs

William Moore &

George Smith

In Chancery

In the Superior Court of Chicago

Bill of Interpleader.

Now again comes the said Isaac N.
Ash, and the Court being duly advised in the premises, and
no objection being made by either of the defendants

herein, it is considered that the Bill aforesaid was properly filed, and that the said Isaac W. Ash may and do pay over to Walter Kimball, Esq, the Clerk of this Court, the sum of Six Hundred and ten and ²⁵/₁₀₀ Dollars, (being the amount stated in the Bill, and in controversy herein) to be held subject to the order of this Court herein.

And the said Isaac W. Ash having so paid over said money as aforesaid as shown by the receipt of the Clerk, it is now therefore considered, ordered, and decreed, that the said William Moore, and George Smith, defendants herein, be and are hereby enjoined and restrained from proceeding against said Isaac W. Ash, for or on account of said money, or touching the premises, and that the said Isaac W. Ash be discharged from all liability to said defendants in the premises, and that he have all his costs herein, to be taxed, and to be paid out of the fund aforesaid. And the Court reserves the right to decide as to the proceedings to determine the controversy between the defendants.

And afterwards, to wit, on the Eight day of March in the year last aforesaid, said day being one of days of the regular term of said Court, the following among other proceedings was had in the following entitled cause and entered of record: to wit:

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"Final Decree"

Isaac N. Ash	{	In Chancery
no		In the Superior Court of Judicature
William Moore &		
George Smith	}	March Term A.D. 1860.

Be it Remembered that this Cause came on for hearing as between the defendants herein, upon the bill of the Complainant, the answers of said defendants, the stipulations of defendants, and the Evidence by them adduced. And now the Court being fully advised in the premises finds that the money paid into Court by the said Complainant doth ^{and is justly coming} belong to the said George Smith, and not to the said William Moore.

And it is ordered, adjudged and decreed that said money, namely, the sum of Six Hundred and ten Dollars and Eighty five cents, less the Costs of said Complainant, to be taxed and reserved thereout, as heretofore directed, be by the Clerk of this Court paid over to the said George Smith, and that the Costs of said Complainant and of said Smith, herein, to be taxed, be paid

by said William Moore to the said George Smith, and that execution may issue for such Costs.

And afterwards; to wit on the fourteenth day of March in the year last aforesaid, said day being one of the days of the March term of said Court, the following proceedings were had in the following entitled cause, Entered of record, to wit:

J. N. Ash
as
George Smith
William Moore

In Chancery

And now at this day comes said Defendant William Moore and prays an appeal herein to the Supreme Court of the State of Illinois, which is allowed to him upon filing his appeal bond in the sum of Thirteen Hundred dollars with Security to be approved by a Judge of this Court to be filed in days.

And afterwards, to wit; on the sixteenth day of March in the year last aforesaid, William Moore filed in the office of the Clerk of said Court, his appeal bond, which is in words and figures following to wit:

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"Appeal Bond"

Know all men by these presents that we the undersigned William Moore as principal and Moses Pettingill and J. C. Proctor as sureties are held and firmly bound unto Isaac M. Ash and George Smith in the final sum of Thirteen Hundred dollars for the payment of which sum well and truly to be made, we do hereby bind ourselves, our heirs, executors and administrators, firmly by these presents, sealed with our seals and dated this 15th day of March A.D. 1860.

Whereas, at the March term of the Superior Court of the City of Chicago, begun and held in the City of Chicago on the first Monday of March A.D. 1860. in a certain suit by interpleader wherein Isaac M. Ash is complainant and the said George Smith & William Moore are defendants, it was by the final judgment and decree of said court, adjudgment that the sum paid into court amounting to Six Hundred and ten dollars and Eighty five cents, and claimed by the said George Smith and also by the said William Moore, belonged to the said George Smith and that the same less the costs of complainant in said suit be paid to the said George Smith, from which judgment and decree the said William Moore has prayed an appeal to the Superior Court which appeal has been granted.

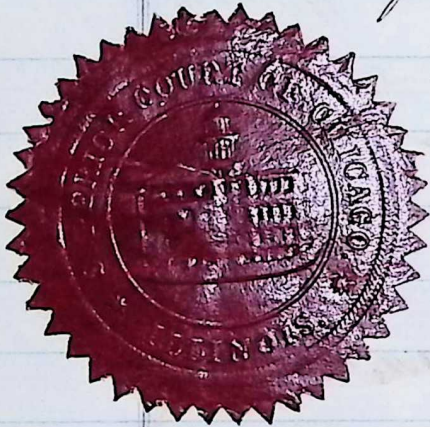
Now, therefore the condition of this obligation is such that if the said William Moore shall prosecute his said suit with effects and all costs and damages awarded against him & the said sum shall be paid to said George Smith in case said judgment and decree shall be affirmed, then this obligation to be void, otherwise to remain in full force and virtue

William Moore (Seal)
Moses Pettingill (Seal)
John C. Proctor (Seal)

State of Illinois
County of Cook } S.S.

I Walter Kimball Clerk of the Superior Court of Chicago. in and for said County do hereby certify that the foregoing is a full true and complete transcript of all the papers on file in my office and of the proceedings entered of Record in said Court in the case wherein J. N. Ash is Complainant and George Smith and William Moore defendants in a certain Bill in Chancery.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court at the City of Chicago. in said County this 11th day of April A.D. 1860
Walter Kimball Clerk



Isaac N. Astor } In Supreme Court
 George Smith }
 William Moor }
 Apr June 1860

And now could William
 Moor Appellant in this Court and
 say that in the Records and pro-
 ceedings and in the rendition of the
 decree herein there is Manifest Error
 in this Court.

1st The Court below Erred in deciding
 and decreeing, that the Money in contro-
 versy was the property of the said George
 Smith & not of the said Wm Moor.

2nd Said Court Erred in not deciding
 and decreeing that the said Money was
 the property of the Appellant & not of the
 said George Smith -

For these & other Errors in said decree
 we pray that the same may be reversed
 annulled & wholly for nothing esteemed
 Apr 14 1860) M. B. Wright
 Defs Solicitor

And now comes the said Smith by
J. L. Dickey his attorney & says there is no
such error as is alleged by said
appellant & prays that said decree may
be affirmed

J. Lyle Dickey

J. N. Ash. 1860

^{m.}
George Smith. et al

Wed April 16. 1860
L. Deland
Clerk

\$25