

State of Iowa }
County of Johnson } ss.

Johnson District Court
T. A. D. 1857.

The President and Board of
Trustees of the First Presbyterian
Church of Iowa City
at
Michael Hummer

Bill to foreclose Mortgage

The Answer of Silas H. Hazard,
John Shoup, Thomas Hughes, Hugh D. Downey, E. C. Lee,
Henry Murray, and S. H. McCrosy, as Trustees of the
First Presbyterian Church of Iowa City, defendants to the
Bill of complaint of Michael Hummer.

These defendants, now and hereafter
at all times saving and reserving to themselves all and all
manner of benefit and advantage of exception that can or may
be had or taken to the many errors, uncertainties, insufficiencies,
and other imperfections in the said complainant's bill of complaint
contained, for answer therunto, or unto so much thereof as these
defendants are advised is in any wise material or necessary
for them to make answer unto, these defendants answering say
that they admit it to be true, that certain persons named in
said bill of complaint, to wit, Theodore Sanzay, Samuel H.
McCrosy, J. Shoup, and James W. Margrove, who professed to act
as Trustees of the First Presbyterian Church of Iowa City, sup-
posing that said Church was indebted to the said complainant
in the sum of money set forth in the said bill of complaint,
did execute the said note and mortgage in the said bill of
complaint mentioned, at the time and for the purposes in said
bill of complaint mentioned and set forth in that behalf.

For further answer these defendants
say, that the said mortgage deed and note mentioned in said bill
of complaint were given for a consideration which has totally failed,
and through the false representations of the said complainant, and
that said First Presbyterian Church has in truth received no value

for said note and mortgage deed.

These defendants, further answering, say, that the said Hummer, in the fall of 1842, or the Spring of 1843, was appointed agent of the Board of Trustees of said First Presbyterian Church to collect funds for the erection of said Church, and that said Board was to pay him ten per cent on the amount he collected for said Church, and also pay his expenses whilst so engaged in collecting: That said Hummer made three, if not more, trips to several of the Eastern States as Agent as aforesaid, taking with him on said trips his wife and an adopted child: That he collected, as the agent of said Board of Trustees, divers large sums of money on said trips, for which he has never accounted to the said Board of Trustees, nor never furnished to said Board a written statement of the sums of money so received by him, or when, where, or of whom collected, and that he charged the said Board of Trustees, not only with his own travelling expenses, but with those of his wife and adopted child: That when said Hummer started on the first of said tours or trips, as agent, the said Board of Trustees furnished him with a large sum of money to pay his travelling expenses to Pittsburgh in the State of Pennsylvania, for which sum of money, the amount of which is unknown to these defendants, the said Hummer never accounted with the said Board of Trustees: That the said Hummer never rendered to the said Board of Trustees, or to these defendants as the successors of the said Board, in writing, any accounts of his agency, showing what sum or sums he collected, and of whom, nor ever rendered any account in writing of his expenses; and that he collected large sums of money which he fraudulently retained or used for his own purposes, and which rightfully belong to said Board of Trustees of said First Presbyterian Church: That when said Hummer came to Iowa City, and was appointed pastor of said Church, he was in destitute circumstances; that the members of said Church were few and unable to contribute much to said Hummer's support as pastor; that, as herein before stated,

the said Board was compelled to advance him money to convey him to Pittsburgh, Pa.; and that after he became agent of said Board of Trustees he rapidly acquired property and purchased real estate, and these respondents believe that such property and said real estate were purchased with means collected by said Hummer for said Church, and rightfully belonging to said Board of Trustees: That said Hummer, while agent as aforesaid, in addition to large sums of money, received for the use of said Church large amounts of valuable property, such as clothing, books, furniture, dry goods, &c for which he never accounted to said Board of Trustees; that he used many of said articles for clothing for himself, wife, & adopted child, and sold other articles for which he received and fraudulently retained the money.

These defendants, further answering, say, that said Hummer on the 24th day of July. A.D. 1845, was appointed agent for said Board of Trustees, at his own request, to settle with one Robert Hutchinson, with whom the said trustees had entered into a contract for the erection of said Church, and to make arrangements for the finishing of the church as far as practicable, and to superintend the building of the same; and that said Board of Trustees agreed to allow said Hummer the sum of five hundred dollars when said church was completed, to be paid out of means to be hereafter collected from the friends of said church: That as such building agent he received divers quantities of building materials from said Hutchinson and others consisting of lumber, shingles, nails, paints, &c of the value of several hundred dollars, some of which materials he sold to various persons whose names are unknown to these defendants at this time, and received pay for said materials so sold, and for which he never accounted to said Board of Trustees: That said Hummer never did complete the said church, as he agreed to do, and that part of the consideration of said note and mortgage deed mentioned in said bill of complaint is the said sum of five hundred

p. 3. 1 dollars for salary as building agent, which he was to receive
✓ only after he had finished said church, and then was to collect
the same from the friends of the church in the eastern States.

These defendants, further answering, represent that said Hummer when requested to file with the officers of said Board of Trustees an account in writing of the various sums received by him as the agent of said Board of Trustees, and an account in writing of his travelling expenses as said agent, and to file accounts in writing of his disbursements and receipts as building agent, always waived the matter, and finally refused to render any account of his said agencies to said Board of Trustees: That these defendants believe that the said Hummer is largely indebted to said Board of Trustees of said First Presbyterian Church for large sums of money received by him as their agent, and for which he has never accounted, and that said Hummer has in his possession divers books of account and other papers from which it will appear, if he is made to produce the same, that he is largely indebted to said Board of Trustees.

These defendants, further answering, represent that before and at the time said note and mortgage deed in said bill of complaint mentioned were given & executed by said pretended Board of Trustees, he, the said Hummer, was pastor of said First Presbyterian Church, and President of the Board of Trustees; that the persons calling themselves Trustees, and who executed said note and mortgage deed, were members of said church or interested therein, and had unbounded confidence in the good faith and integrity of said Hummer:

That when said note and mortgage deed were executed, they had no expectation of ever being called on to pay the sum of money mentioned in said note and mortgage, and were only induced to execute the same by the fraudulent representations of said Hummer: That said Hummer represented, when he asked for said note and mortgage, "that it was not for the purpose of selling the property in order that he might get what he claimed, but as

he was going away, and there being no minister to supply his place, and the house being in an unfinished condition, he was fearful it might fall into improper hands; that his object was, that the church property might be in safe hands, and out of the reach of any enemies the church might have; and as for his pay, he never intended to trouble the church for it, and had no idea of getting it in any other way than by collecting it himself by contribution;” and that it was by these inducements alone the said pretended Trustees were induced to execute said conveyance.

These defendants, further answering, represent that the said Hummer would not agree to the erection of a building merely suitable to the wants and condition of his church, but insisted on erecting a large and handsome edifice, and assured the Board of Trustees and the members of said church that whatever might be the expense of building a large and handsome house he would foot the bill; that having from time to time guaranteed to find the means himself, and manifesting a disposition to build according to his own plans, the Board of Trustees were induced to believe it to be their duty to allow him the whole management of the concern; and that it was only from Hummer's assurances that he would find means to complete said church that they permitted so large and expensive an edifice to be erected: That a contract for the erection of said church was made by said Board of Trustees with one Robert Hutchinson for the sum of five thousand five hundred dollars; that after said Hutchinson had put up the walls and rafters of said church, a difference arose between said contractor and Hummer; that said Hummer used every inducement and persuasion to induce said Board of Trustees to rescind the said contract with Hutchinson by
p. 3- 1 assurances that he would superintend and complete the work himself, and that the building should not cost the society over five thousand dollars; that at his urgent solicitation the contract was rescinded, he, Hummer, appointed to complete
1 the work, and for such completion was to receive the sum of

five hundred dollars as herein before stated; and that said Hummer fraudulently made these representations for the purpose of getting the materials and means of said church into his own hands, evading a settlement with the Trustees, and making a speculation out of said church, of which he was at the time pastor, and one of the Trustees.

These defendants, further answering, represent that the said Hummer since he was appointed traveling and building agent as herein before stated, and not long prior to the execution of the note and mortgage deed mentioned in said bill of complaint, the said Hummer collected for said church divers sums of money from various persons, some of whom are unknown to these respondents, citizens of Johnson and other counties in this State, by representing to said persons that he had in his hands nearly sufficient means to complete said church, and that he would complete the same; for none of which sums, so collected, did the said Hummer ever account to said Board of Trustees, nor did he ever complete said church. And that, since the said note and mortgage deed were executed, the said Hummer violently and forcibly, and without the consent of the said Board of Trustees, entered the said church, and took from the cupola thereof one large bell, the property of said church, and worth, as these respondents believe, about five hundred dollars; which said bell the said Hummer carried off, together with several other articles, to wit, the communion service, bible, pulpit furniture, and candlesticks, &c, against the wishes, and without the consent of said Board of Trustees.

These defendants, further answering, say, that the said Board of Trustees, since the said note and mortgage deed were executed, have been ready and willing to effect a fair and honest settlement with said Hummer, and have requested him to make out a statement in detail of his receipts and disbursements, on account of said First Presbyterian Church, as traveling and building agent of said Board of Trustees; that he has treated their reasonable requests with contempt, and utterly

refused to render any account, or come to any settlement; and that the said Board of Trustees, but for the hope & expectation they entertained that said Hummer would not seek to foreclose said mortgage deed, would have long since filed their bill in this Court to cancel said fraudulent conveyance, and to compel said Hummer to account. And that these defendants, the present Board of Trustees of said First Presbyterian Church, knowing these things, and with the reasonable expectation that said Hummer would never foreclose the said mortgage deed, or attempt to enforce the collection of said note, from said Church property, have, since the said note and mortgage were executed, expended a large sum of money, to wit, about two thousand dollars, on said Church building, and have completed the same, with the exception of one room in the basement story.

And these respondents deny that there is any other matter, cause, or thing, in the said Complainant's bill of complaint contained, material or necessary for these defendants to make answer unto, and not herein and hereby well and sufficiently answered, avoided, traversed, and denied, is true, according to the best knowledge and belief of these defendants.

All which matters and things these defendants, the said Board of Trustees of the First Presbyterian Church of Iowa City, are ready and willing to aver, maintain, and prove, as this honorable Court shall direct and order, and hereby pray to be hence dismissed with their reasonable costs and charges in this behalf most wrongfully sustained.

In testimony whereof, the said Board of Trustees have caused this their answer to said complainant's bill of complaint to be signed by the President and Secretary of said Board of Trustees, and the seal of said Board thereto attached.



Attest

L. H. Hazard Pres

Thos. Hughes, Secretary.

On the foregoing answer two endorsements appear, to wit:

Filed March 18, 1857.

S. B. Gardner

C. D. J. C.

Clarke & Whicker
for Resp^{ts}