

12666

No. \_\_\_\_\_

# Supreme Court of Illinois

Talmage.

---

VS.

Ralston, et al.

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71641  7

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

The Command is given to summon Alexander Ferguson  
Isabella Taylor Elizabeth Primrose George Taylor William  
Primrose Elspet Porter George Porter David Chalmers  
William Little John George Jones Robert Aitken Peter William  
son Alexander Smith Charles Chalmers Nathaniel Ja-  
quah Alexander Doulestone Robert Smith James Mont-  
gomery Elisha A Kirk William Ralston James E Dennis  
Thomas Primrose Newton Gaine & the Unknown heirs and  
descendants of James Duncan deceased if to be found in your Coun-  
ty, 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 Rockford, on the third Monday  
in the month of March next, to answer a certain bill of  
Complaint filed in our said Court-Circuit Court on the  
Chancery side thereof, against them by Asa Balmage.  
And have you then there this writ and make return  
thereon in what manner you execute the same.

Witness C. H. Spafford Clerk of our said Court at  
S. S. Rockford this 7<sup>th</sup> day of February 1851.  
Attest C. H. Spafford Clerk

Endorsed "I have served the within writ by delivering a true copy  
of the same to Robert Smith James Montgomery Elisha A  
Kirk William Ralston and James E Dennis this 8<sup>th</sup> day  
of February A.D. 1851. The other defendants to wit Alexander  
Ferguson Isabella Taylor Elizabeth Primrose George Tay-  
lor William Primrose Elspet Porter George Porter David  
Jones Robert Aitken Peter Williamson Alexander Smith  
Charles Chalmers Nathaniel Joshua Alexander Dou-  
lestone & Primrose Newton Gaine and Chalmers



William Littlejohn not found"  
P. B. Johnson Sheriff"

State of Illinois  
Hennepago County S. S. of Illinois to the Sheriff of  
Cook County Greeting:

We command you to summon Allen  
Under Ferguson, Isabella Taylor Elizabeth Primrose George  
Taylor William Primrose Ellsper Porter, <sup>George Porter</sup> and Chalmers  
William Little John George Yents Robert Little Peter Will-  
iamson Alexander Smith Charles Chalmers Nathaniel  
Barquhar Alexander Foulerton Robert Smith James  
Montgomery Elisha A Kirk William Galston James E.  
Dennis Thomas Primrose Keeton Sami and the unknown  
heirs & devisees of James Duncan deceased if to be found in  
your County, personally to be & appear before the Circuit Court  
of Hennepago County on the first day of the next term thereof,  
to be holden at the Court House in Rockford on the third  
Monday in the month of March next to answer a certain  
bill of Complaint, filed in our said Circuit Court, on the  
Chancery side thereof, against them by Asa Balmage,  
And have you then & there this writ, and make re-  
turn thereon in what manner you execute the same.

Witness My Spafford Clerk of our said Court  
at Rockford, this 7<sup>th</sup> day of February 1851.  
S. S. Attest C. H. Spafford Clerk

Served by reading and delivering a copy of the within  
to A Ferguson March 5<sup>th</sup> 1851. The other Defendants not  
found in my County: W. S. Church Sheriff  
By A. A. Dexter Dep.



In the Winnebago County Circuit Court

In Chancery

To the Honourable  
Hugh Henderson Judge  
of the Eleventh Judicial  
Circuit of the State of  
Illinois, and as such  
Judge of the Circuit Court  
for the County of Winnebago.

Complaining, respectfully states, Ann  
Talnage of the County of DeKalb and  
State of Illinois, That in, or previous to  
the month of May in the Year of our  
Lord one Thousand Eight hundred and  
thirty nine, an unincorporated joint  
stock Company was formed at Aberdeen  
in that part of the United Kingdom of  
Great Britain and Ireland, called  
Aberdeen for the purpose of raising  
money in the United States of America  
to persons who should be desirous to pur-  
chase public Lands of the said United  
States at the Government sales there,  
particularly in the said State of Illinois  
upon the security of Land so to be pur-  
chased, under the name and title of "The  
Aberdeen North American investment  
and Loan Company" and that dur-  
ing the operations of the said Company,  
hereinafter mentioned, the affairs there  
were under the management and



direction of David Chalmers, William  
 Littlejohn, George Yeates, Robert Latta  
 Peter Williamson Alexander Smith,  
 Charles Chalmers, Nathan Farguhar, and  
 Alexander Foulerton, residing in Aber-  
 deen aforesaid and its vicinity in  
 Scotland aforesaid and made depen-  
 dants to this bill of complaint. And  
 this complainant further states that  
 on or about the tenth day of May in  
 the said year one thousand ~~eight~~  
~~hundred~~ and thirty nine, the said direc-  
 tors of the said Company in behalf of the  
 said Company entered into an agree-  
 ment and instrument in writing  
 with one William Taylor, then of Thomas-  
 ton in Scotland aforesaid under the  
 hands and seals of <sup>the</sup> said directors and of  
 the said William Taylor, whereby the said  
 directors appointed the said William Taylor  
 manager of the said Company's business  
 in America for the term of five years  
 from the first day of June then next, and  
 the said William Taylor thereby ~~commen-~~  
 ted to proceed to the United States of  
 America and to continue in the  
 service of the said Company for the  
 said period of five full years and to act  
 in the capacity of manager aforesaid  
 in conducting the business of the  
 Company and in following forth  
 to the best of his ability the whole  
 object thereof in consideration of a



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certain salary and compensation therefor stipulated in the said instrument in writing, and the said William Taylor covenanted that he would not enter into or be concerned with any transaction whatever in business in America either in his own name or in the name or names of any person or persons for his behalf, and that all investments in America which should thereafter be made in his name or in the name or names of any other person or persons for his behoof, should be understood and held to have been made with the funds and for the behoof of the said company, a copy of which instrument in writing is hereto annexed marked A. in order to be taken as a part of this bill of complaint.

And this complainant further states that after the execution of the said agreement and instrument in writing, the said directors of the said "Aberdeen North American Investment and loan company" furnished the said William Taylor a large amount of money with which he came to the State of Illinois according to the provisions of the said agreement or instrument in writing for the purpose of loaning the same to persons desirous of borrowing the same for the purpose of purchasing public Land



A

of the United States at government sales thereof, upon security of such Lands, and for that purpose the said William Taylor attended at Chicago previous to and at a land sale held there in the month of  most previous to the Land sale at Galena in the County of Joe Davis, which is hereinafter mentioned, and previous to and at the said Land sale in Chicago, the said Taylor loaned a large number of thousand dollars as aforesaid, to a great many persons for the purpose of entering Lands at the same sale at the rate of thirty three and a third per cent interest by the year, or higher, and to secure the payment of such loans and interest, had the lands so entered bid off in his own name, and gave the respective purchasers thereof contracts to convey the legal title to their Lands respectively upon the repayment of the money loaned to them respectively, <sup>upon the repayment of the said loans</sup> and thirty three and a third per cent interest or higher, in the same printed form as the contract between the said William Taylor and this complainant hereinafter mentioned, a copy whereof is herewith annexed marked B. as is also hereinafter mentioned; and that the parcels of Land so entered at the said



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Land sale at Chicago and lying in  
the counties of McHenry, Boone,  
Kankakee and LaSalle amount to  
half quarter sections  
and more.

And this complainant further  
states, that for two or three years previous  
to the sale of public lands of the United  
State held at Galena, in the county  
of Joe Davis and State of Illinois in  
the latter part of October in the year  
of our Lord one thousand eight hun-  
dred and thirty nine, he this com-  
plainant, was settled upon a tract  
of land then and still lying in  
the county of Winnebago aforesaid  
and consisting of S. 34 and W. 1/2,  
S. 35 T. 45 N. R. 2. E. 3 P. M. 640 A (The  
south half of Section Thirty four,  
and the West half of Section thirty  
five, in township forty five north  
of the base line in Range two  
East of the third principal meridi-  
an containing six hundred and  
forty acres in the whole) that he  
had a preemption right to a quarter  
section of the said tracts, by reason  
of his settlement and residence  
thereon, that he had improvements  
thereon of considerable value; that  
the said tract of land including the  
said improvements was then worth



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two thousand dollars; that he held the whole of the said tracts as his claim and possession according to the custom of the country in that behalf, the title thereto being in the government of the United States.

And this complainant further states, that he was desirous and intended to acquire the legal title to the said land by purchase from the government of the United States for his own benefit, where ever the same should be sold by the said government and he held the possession of the said lands for that purpose.

And this complainant further states that a sale of lands including the said section was proclaimed by the President of the United States to be sold at Galeña aforesaid on or about the twenty fourth day of October in the year of our Lord one thousand Eight hundred and thirty nine, but the proclamation in that behalf was published and known in the vicinity of the said lands only about six weeks previous to the said day of sale, and this complainant had no previous notice thereof.

And this complainant further states, that he had not means to enter and



7. purchase the said land at the said sale  
nor could raise the same otherwise than  
by loan; and from the shortness of the  
notice of the said sale it was incon-  
venient if not impossible for this  
complainant to go to the East where  
money could be procured by loan,  
and sickness in his family made it  
improper for him to be absent, if it  
had not been <sup>otherwise</sup> impossible.

And this complainant further  
states that the said William Taylor  
had then lately attended the aforesaid  
land sale at Chicago and had  
lent money to such as were willing  
to borrow of him to enter lands upon  
the security of the lands so entered;  
And that shortly after the publication of  
the said proclamation as aforesaid the  
said William Taylor gave out word  
that he would attend at the said  
proposed sale at Galena for the  
purpose of lending money to such  
as should desire it, in the same man-  
ner; and under the circumstances a-  
foresaid, this complainant was induc-  
ed to rely upon borrowing the necessa-  
ry money to enter the said section  
of Land of the said William Taylor,  
and made no other provision there-  
for.

And this complainant further  
states that the said William Taylor



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accordingly attended at Galena aforesaid previous to and during the progress of the said sale for the purpose of loaning money as aforesaid, and so loaned a large amount of money to the sum of sixteen thousand dollars or thereabouts in the whole.

And this complainant further states that he went to Galena aforesaid shortly before the commencement of the said land sale for the purpose of effecting a loan from the said Taylor of sufficient money to purchase the said half section of Land, at the usual rate of one dollar and twenty five cents per acre, that previous to the commencement of the said sale this complainant made application to the said Taylor to lend him the sum of Eight hundred dollars for that purpose to which he readily assented, that thereupon a dissension arose between this complainant and the said Taylor as to the rate of interest which this complainant should give him for the use of the said money.

Whereupon the said Taylor stated to this complainant that he loaned money to all others at the rate of thirty three and a third percent or more by the year, and that he would lend to this complainant at no lower rate.



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And this complainant further states that having no other resource to raise the said money, this complainant was obliged to comply with the said exorbitant demand of interest or lose his improvements upon the said Land, and the chance of entering the said half sections lands at the said sale; and this complainant was forced to and did consent to borrow of the said Taylor the sum of eight hundred dollars at the said rate of thirty three and a third per cent by the year to be paid in four yearly installments as hereinafter specified, or at the rate of fifty per cent for one year if this complainant desires to pay the same in one year. And this complainant further states that he thereupon inquired of the said Taylor what security he would require for the repayment of the said sum of money and interest, and was informed by the said Taylor that he in all cases required the land to be bid off in his own name and the duplicate receipts therefor to be given in his name and that he held the title as security for the payment of the money loaned and interest; and that he should require the same of this complainant.

And this complainant further



states that it was thereupon agreed by and between this complainant and the said William Taylor that this complainant should bid off the said half sections of Land at the said sale, in the name of the said Taylor, at the minimum price of one dollar and twenty five cents to the acre, being the price at which lands were usually bid off at Government sales, that the said Taylor should furnish this complainant the sum of eight hundred dollars to pay for the same and that this complainant should pay him the said eight hundred dollars and thirty three and a third per cent interest thereon in the following sums, and at the following times, that is to say; two hundred and sixty four dollars in one year, two hundred and sixty four dollars in two years, two hundred and sixty four dollars in three years and one thousand and sixty four dollars in four years, that this complainant should enter into a covenant on his part to pay the said sums of money to the said Taylor, at the said times respectively, and that the said Taylor on his part should covenant to assign and convey the said land by good



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and sufficient deed or deeds to this complainant in fee simple, upon the payment by this complainant of the said sums with interest thereon. And it was further agreed by and between this complainant and the said William Taylor, that the said payments should be made at the city of Chicago and that the payment of one thousand two hundred dollars by the complainant in one year should be taken in full satisfaction of the said sums above specified, and of the said eight hundred dollars and interest, and the said William Taylor shewed this complainant a printed form for such contract, which he stated that he required every person to whom he lent money to enter land at layd sales, to execute and that he should require this complainant to execute such a contract.

And this complainant further states that he thereupon with the knowledge and approbation of the said William Taylor agreed with one Sylvanus Wade to bid off the said half sections of land in the name of the said William Taylor when the same should be offered



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and struck off at the said land sale and this complainant agreed to pay him the sum of one dollar for such service, and that in pursuance of the said agreement, the said land was did on the twenty ninth day of October in the year of our Lord one thousand eight hundred and thirty nine, bid off the said two half sections of land in parcels of one half quarter sections of eighty acres each in the name of the said Taylor, at the rate of one dollar and twenty five cents per acre, that the sum of eight hundred dollars was advanced by the said William Taylor to pay for the same under the aforesaid agreement, in that behalf; that the duplicate receipts therefor were made out by the receiver of the land office of the United States at Galena aforesaid in the name of the said William Taylor and that this complainant paid the said Sylvanus Wade the sum of one dollar for so bidding off the said lands in pursuance of the aforesaid agreement in that behalf. And that the said William Taylor was not present at the said sale. And this complainant further



states that after the conclusion of the said land sale, a contract under the hand and seal of this complainant and of the said William Taylor was made and executed in the printed form therefor herein before mentioned and in pursuance of the aforesaid agreement in that behalf made before the said lands were bid off as aforesaid, bearing date the said nineteenth day October in the year of our Lord one thousand eight hundred and thirty nine, whereby this complainant covenanted to pay the said three several sums of two hundred and sixty four dollars, and the said sum of one thousand and sixty four dollars to the said William Taylor his executors, administrators or assigns, in one, two, three & four years respectively from the said twenty ninth day of October in the year of our Lord one thousand eight hundred and thirty nine; and the said William Taylor ~~on~~ thereby on his part covenanted to convey the said Lands to this complainant upon the said sum of money and interest being paid as hereinafter mentioned; and further that a copy of the said contract is herunto annexed



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marked B, in order to be taken as part of this bill of complaint; the parts of the said contract which were in hand writing, in the said contract being inclosed in brackets in the said annexed copy, and the parts of the said copy not being so inclosed in brackets, being in ~~part~~<sup>print</sup> in the said original contract, and the said agreement that the said payment should be made at Chicago and that the sum of twelve hundred dollars would be considered as full satisfaction for the said sums of money and interest at the expiration of one year from the date of the said contract, being inserted therein in manuscript in a blank left in the said printed form,

And this complainant further states, that he continued in possession of the said half sections of land from the time of the said sale and resided thereon, until November in the year of our Lord one thousand eight hundred and forty six, claiming the same as his property subject only to the incumbrance of the aforesaid security for the loan aforesaid.

And this complainant further states, that subsequently to the said land sale, patents for the said parcels of land composing the said two half sections of



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land were issued by the government of the United States to the said William Taylor; and that in or about the month of April, in the year of our Lord one thousand eight hundred and forty two, the said William Taylor departed this life at the city of New Orleans in the State of Louisiana; having previously and on or about the fourth day of ~~April~~ September, in the year of our Lord one thousand eight hundred and forty one, made and published at New Orleans aforesaid, a paper purporting to be his last will and testament, whereby he bequeathed certain pecuniary legacies to several relatives of himself to be paid out of his personal property and he also inserted in his said will, a clause purporting to leave and bequeath the residue of his estate whatsoever to Alexander Ferguson of Saint Louis in the state of Missouri (a defendant hereto) and James Duncan of New Orleans aforesaid after paying all debts due by him, and his funeral expenses, and he also appointed Nathaniel Fargher, George Porter, George Taylor, William Primrose, hereinafter named and the said Alexander Ferguson and James Duncan his executors and inserted the names of Newton Gamie of Aberdeenshire Scotland in



his said will for some cause which  
 this complainant cannot apprehend.  
 But this complainant states and avers  
 that the said last will and testament was  
 not attested by two witnesses as required  
 by the ~~State~~<sup>Statute</sup> Law of the State of Illinois,  
 nor by any witness whatever, so that the  
 same was, and is invalid and ineffectu-  
 al to convey Land or any interest  
 therein lying within this state; a copy  
 of which last will and testament is here-  
 unto annexed marked C, in order to be  
 taken as part of this bill of complaint;  
 nor was the said will ever admitted to  
 probate in this state; nor did any ex-  
 ecutor therein named take letters tes-  
 tamentary under the same, And this  
 complainant further states that at the  
 time of the decease of ~~the~~ said William  
 Taylor as aforesaid the three first in-  
 stallments only of the money to be  
 paid by this complainant to him accor-  
 ding to the aforesaid contract in that  
 behalf had fallen due as specified in  
 that contract and that no part thereof  
 had been paid; and that after his decease  
 there was no person in this state author-  
 ized to demand or receive the money  
 due from this complainant on ac-  
 count of the money loaned to this  
 complainant as aforesaid, nor was  
 there any person authorized to



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release, or convey the legal title to the lands hereinbefore described to this complainant upon such payment being made.

And this complainant further states, that in order to revive and carry on operations commenced in their behalf by the said William Taylor as aforesaid the said directors of the aforesaid, "Cherdeen North American Investment and Loan Company", on the eighth day of February in the year of our Lord one thousand eight hundred and forty five filed in the Circuit Court for the County of Winnebago aforesaid, on the equity side thereof their bill of complaint, setting forth among other things the contract or instrument in writing between them and the said William Taylor which is hereinbefore mentioned, and a copy whereof is herunto annexed marked A and alleging among other things that after the execution of the said agreement the said William Taylor received from the said directors a large amount of money to be invested in the United States in pursuance of the said agreement with which the said Taylor came to the State of Illinois in the United States in discharge of his duties as manager, of the said Cherdeen North American Investment and Loan Company, that Alexander Ferguson at the time of filing the said bill, of



Saint Louis in the State of Missouri was  
 duly appointed accountant by the said  
 directors about the time of the appointment  
 of the said William Taylor as manager and  
 accepted the <sup>said</sup> appointment; that the said  
 William Taylor, as such manager at divers  
 times after his arrival, in the said State  
 of Illinois entered and purchased with  
 the funds and monies so furnished and  
 paid to him by the <sup>said</sup> directors as aforesaid  
 divers tracts of Land situate in the  
 State of Illinois in the Counties of  
 Winnebago, Boone, McHenry, DeKalb,  
 Whiteside, Rock Island, La Salle, Hamilton  
 and Madison which said tracts of  
 land are set forth in schedule an-  
 nexed ~~and marked~~ to the said bill  
 and amount to fifty three half quar-  
 ter sections in Winnebago County be-  
 sides some acres of over measure and  
 including the half sections purchased  
 by this complainant as aforesaid,  
 about forty five half quarter sec-  
 tions in the County of Boone; fifty  
 four half quarter sections in Mc-  
 Henry County; twenty seven half  
 quarter section in DeKalb County;  
 about seventeen half quarter sections  
 in Whiteside County; about twelve  
 half quarter sections in Rock Island  
 County, fifteen half quarter sections  
 in La Salle County, twenty half  
 quarter sections in Hamilton County and



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a half quarter section in Madison  
County, and alleging further that a larger  
quantity of said lands ~~lands~~ lay in the said  
County of Winnebago than in any other  
County that the said William Taylor  
contrary to the said agreement and in  
direct violation thereof purchased and  
took and received titles to the tracts and  
parcels of land described in the said  
schedule in his own name and not in  
his name and the name of the said  
Alexander Ferguson as manager and  
accountant of said Company, as he  
ought to have done, and that thereby the  
said William Taylor became trustee  
of the said directors by operation of  
law, and was bound to convey the said  
tracts of land to such person or persons  
as they might appoint, that after the  
purchase of the said tracts of land by  
said Taylor, he made several contracts  
with different persons in his own  
name for sale of portions thereof which  
were outstanding and unperformed; that on  
or about the fourth day of September in the  
year of our Lord one thousand eight  
hundred and forty one the said Will-  
iam Taylor at the City of New Orleans in  
the State of Louisiana made and  
published his last will and testament  
whereby he appointed Nathaniel Fargu-  
han one of the said directors and  
George Porter of Aberdeen aforesaid,



George Taylor of the 93<sup>d</sup> regiment of the British Army, William Primrose of Harrisburgh in the state of Pennsylvania, Alexander Ferguson hereinafore mentioned and James Duncan of the City of New Orleans aforesaid his executors, that he bequeathed to his mother Isabella Taylor, then residing in Aberdeenshire, Scotland, four hundred pound Sterling, to his sister Elizabeth, wife of the said William Primrose, one thousand pounds Sterling; to his brother the said George Taylor one thousand pounds, and to his youngest sister Ellsper wife of the said George Porter, six hundred pounds, and that the residue of his estate of whatsoever kind he left and bequeathed to the said Alexander Ferguson and James Duncan, after paying his debts and funeral expenses, that he directed his executors within six months after his decease to sell sufficient of his personal estate to pay said legacies so as to leave his said residuary legatees, the said Alexander Ferguson and James Duncan, in the undisturbed possession of the residue of his estate a copy of which will is annexed to the said bill, and is the same as the schedule hereunto annexed marked C. And the said directors by their said bill



further alleged that in or about the  
 month of April eighteen hundred  
 and forty two the said William Taylor  
 departed this life at the City of New-  
 Orleans aforesaid leaving his said  
 mother Isabella Taylor, his said  
 brother George Taylor, and his said  
 sister Elizabeth and Elespet de-  
 fendants hereto his only heirs at law  
 him surviving, and leaving sufficient  
 personal private undivided estate to  
 pay the aforesaid legacies without  
 resorting to any real Estate, and  
 the said bill further alleged that  
 the said directors had been informed  
 and believed that the said will was  
 an or about the twenty second day  
 of April in the year of our Lord one  
 thousand Eight hundred and forty  
 two, duly admitted to probate and  
 record in the probate court in and  
 for the parish <sup>and City</sup> of New Orleans according  
 to the Laws of the said Said State of  
 Louisiana, but by that their said  
 bill the said directors alleged that  
 no letters testamentary had ever been  
 granted nor had the said executors or  
 either of them ever done any act under  
 the said will to the knowledge <sup>or belief</sup> of the  
 said directors, nor had administration  
 been had upon said estate; that after  
 the said probate, but at what precise  
 time the said directors were unable to



state, the said James Duncan departed this life at New Orleans aforesaid leaving heirs at law or devisees, as they believed, whose names and residences were unknown to them, and they could not state them.

And the said directors by their said bill insisted that the lands aforesaid notwithstanding the purchase was made and the title taken in the name of the said William Taylor, and notwithstanding the said devise to Alexander Ferguson and James Duncan, in equity and good conscience belonged to the said directors as directors and trustees of said Company, <sup>that they in behalf of themselves & the other members of said Company</sup> had a just, equitable, and legal right to require the said lands to be conveyed to them, or to such person or persons as they might appoint, to the end that the said lands, might be held disposed of and the proceeds thereof applied to the objects and purposes for which they were purchased and for the benefit and behoof of the said Company.

And the said directors by their said bill made parties defendants thereto the said Isabella Taylor, George Taylor, William Primrose also a defendant hereto and Elizabeth his wife, George Porter also a defendant party and Ellsper his wife, the said Alexander



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Ferguson, and the unknown heirs and devisees of the said James Duncan deceased, and required them to answer the said bill without oath; and they prayed that the said defendants might be decreed to release and convey the tracts of Land mentioned in the said bill to the said Alexander Ferguson, the then manager and accountant of the said Company, or to such person or persons, as they might designate, in trust for their use as directors of the Aberdeen North American Investment and Loan Company, and for General relief.

And this complainant further states, that none of the said defendants to the said bill of the said directors were served with a writ of summons upon the said bill but were notified to appear thereto by an advertisement inserted in a public newspaper; and that at the next ensuing Term of the said Circuit Court for the County of Winnebago, in the month of April in the year of our Lord one thousand eight hundred and forty five the said bill was taken as confessed against all the said defendants thereto; and thereupon without any proof being taken or exhibited of the truth of the facts alleged in the said bill, a decree was on the twenty first day of the same month of April



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made and entered in the said cause,  
 whereby the said Circuit Court, declared  
 that the aforesaid William Taylor purchas-  
 ed and entered the said tracts of land in  
 their said bill described in his own name  
 but with the money of the said di-  
 rectors as directors of the said Aberdeen  
 North American Investment and  
 Loan Company and in trust for  
 them, and for their exclusive benefit,  
 that the said Isabella Taylor, <sup>wife of William Primrose</sup> George  
 Taylor, Elizabeth Primrose, and Eliza-  
 beth Porter wife of George Porter were  
 the heirs at Law of the said William  
 Taylor deceased; that the real estate  
 of the said deceased was devised to the  
 aforesaid James Duncan [deceased after  
 the making the said will of the said  
 William Taylor] and to the said Al-  
 exander Ferguson; that the heirs at  
 Law of the said James Duncan were  
 unknown, and that a conveyance and  
 release of all the interest, right, ~~claim~~  
 title or claim the defendants to the  
 said bill might have in and to ~~the same~~  
 any of the aforesaid tracts of land  
 ought to be made by the said defendants  
 to the said Alexander Ferguson or  
 to other suitable persons in trust for  
 said directors as such directors as  
 aforesaid, and it was therefore by the  
 said decree ordered, adjudged and



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decreed that the said alleged trust in  
the said William Taylor deceased and  
then in his heirs and devisees and  
those claiming under them or some  
of them, for the exclusive benefit of  
the said directors as such directors,  
as aforesaid, be in all things estab-  
lished and held valid and effectual  
and that whatever estate title or in-  
terest might therein be invested in  
the said Alexander Ferguson under  
and by virtue of any devise in the  
said will contained, held by him  
and that he be seized of the same  
in trust for the said directors as ~~as~~  
such directors as aforesaid and for  
their exclusive benefit, and that the  
said defendants to their said bill who  
were heirs at law of the said William  
Taylor deceased together with the  
said husbands of the said Elizabeth  
Primrose and Elspet Porter and the  
heirs and devisees of the said James  
Duncan, deceased their names being  
unknown should by the twenty four-  
th day of the tenth present month  
of April, convey and release to  
the said Alexander Ferguson in  
trust for the said directors as such  
directors as aforesaid, all the right  
title interest or claim which they  
or any of them might have in  
the said trust of land described in



the said Bill; and that thereupon the said Alexander Ferguson should stand seized of said tracts of land in trust for the exclusive benefit of the said directors as directors of the said company as aforesaid.

And this complainant further states that no such conveyance or release as aforesaid was made on or before the said twenty fourth day of April, and that therefore it was ordered by the Court that James M. Wright be appointed Commissioner to make the same in behalf of the said defendants to the said bill who were ordered and decreed to make the same as aforesaid, and that the ~~said~~ said James M. Wright did accordingly on the       day of May in the same year one thousand eight hundred and forty five execute and deliver a deed in conformity to the said order and decree purporting in behalf of the said defendants after the recital therein of the substance of the said decree to release and convey to the said Alexander Ferguson, his heirs and assigns all the several parcels and tracts of Land in the said bill described as fully as he ought to convey the same by virtue of the said decree or otherwise upon the trusts declared by the said decree and that at the then next term of the said Circuit Court the said James M. Wright reported his doings



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in the premises to the said Court, and that the said report was at the same term and on the nineteenth day of August in the year of our Lord one thousand Eight hundred and forty five confirmed by the said Court A.D., which matters and things concerning the said cause by reference to the record and proceedings thereof still remaining of record in the said Circuit Court for the County of Winnebago will more fully and at large appear.

And this complainant further states, that after the making of the said decree this complainant continued in possession of the aforesaid half sections of Land and resided on the same until the month of November in the year of our Lord one thousand eight hundred and forty six when the said Alexander Ferguson, under color of the said conveyance to him by the said James M. Wight under the said decree ousted him from the possession thereof.

And this complainant further states, that sometime in the year one thousand <sup>eight hundred</sup> and forty eight the said Alexander Ferguson entered into a negotiation with Robert Smith of the County of Winnebago aforesaid and defendant hereto for the sale and purchase of certain portions of the



said two half sections of Land and that some verbal or other agreement was made between them, that the said Smith should go into possession of such portions thereof, and that under that agreement, the said Smith soon after, <sup>was</sup> went into possession of the E 1/2, S. W. 1/4 and E 1/2 N. E. 1/4, S. 35, T. 45, R. 2, E. 3, P. M. The East half of the south west quarter and the East half of the North East quarter of Section Thirty five of Township Forty five North of Range two East of the third principal meridian, containing eighty acres each; and has continued to occupy the same ever since, that this complainant is not advised and is not aware what the said agreement between the said Ferguson and the said Smith was and that no agreement between them concerning the said lands or any deed thereof between them has been entered or recorded in the office of the Recorder of the said County of Winnebago at the time of filing this bill of complaint.

And this complainant further states, that about the same time of the said negotiation with said Smith, the said Alexander Ferguson also entered into a negotiation with James Montgomery



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of the County of Winnebago aforesaid, (also defendant hereto) for the sale and purchase of certain other portions of the said two half sections of Land and that thereupon some verbal or other agreement was made between them, that the said James Montgomery should go into possession of W.  $\frac{1}{2}$  S. E.  $\frac{1}{4}$  S. 34, aforesaid 80, a. the west half of the South East quarter of section thirty four aforesaid containing Eighty acres, and N.  $\frac{1}{2}$  E.  $\frac{1}{2}$  same  $\frac{1}{4}$  S. 40, (the North half of the East half of the same quarter section containing forty acres) and the said Montgomery went into possession of the same tracts and has continued to occupy them ever since, that this complainant has not been informed and does not know what the agreement between him and the said Ferguson was and that no contract or deed of or concerning the said tracts of Land, has been recorded or entered in the Recorder's office of the said County at the time of filing this bill.

And this complainant further states that on or about the second day of November in the year of our Lord one thousand eight hundred and forty nine, the said Alexander Ferguson executed a



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deed of part of the said land to Elisha  
H. Kirk of the County of Winnebago  
aforesaid, also a defendant hereto,  
being W. 1/2, S. W. 1/4 S. 35 aforesaid 80  
A. (the west half of the south west  
~~fourth~~ quarter of Section thirty  
five aforesaid containing eighty ~~four~~  
acres) in fee simple for a consider-  
ation expressed in the said deed  
to be three hundred and twenty  
dollars with general warranty  
a copy of which deed is herewith  
annexed marked E, in order to be  
taken as part of this bill of com-  
plaint. And this complainant further  
states that in or about the month  
of January in year of our Lord one  
thousand Eight hundred and  
forty nine William Ralston of  
the said County of Winnebago,  
also a defendant hereto entered  
into a negotiation with the said  
Alexander Ferguson for the purchase  
of S. W. 1/4 S. 34 aforesaid 160 A., the south  
west quarter of section thirty four,  
aforesaid, containing one hundred  
and sixty acres, and W. 1/2, N. W. 1/4 S. 35  
aforesaid 80, A. (the west half of the north  
west quarter of section thirty five aforesaid;  
containing eighty acres) being  
other portions of the said two half  
sections aforesaid; and upon the  
conclusion of that negotiation



31.

the said William Ralston went into possession of the said tract and has continued to occupy the same ever since, that this complainant has not been informed and is not aware what agreement was made between the said Ferguson and the said Ralston respecting the said parcels of land and that no deed or contract concerning of the same lands between them has been entered or recorded in the office of the recorder of the said County of Winnebago at the time of the filing of this bill

And this complainant further states that he has been informed and believes it to be true that within a year or thereabouts last past a negotiation has been had by and between James. E. Dennis of the County of Winnebago aforesaid (also a defendant hereto) and the said Alexander Ferguson concerning the purchase by the said Dennis of S. E. 1/4 S. E. 1/4 S. 34. aforesaid 40. A. (the South East Quarter of the South East Quarter of Section thirty four aforesaid containing forty acres) being part of the half sections of Land aforesaid, that this complainant is not aware what contract or agreement was made by or between the



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said Ferguson or the said Dennis respecting the said parcel of Land, that no contract or deed between them of or concerning the same has been recorded or entered for record in the recorder's office of the said County of Winnebago and that the said Quarter quarter section of land lies vacant and unoccupied, and has so been ever since the commencement of the said negotiation.

And this complainant avers and ~~states~~<sup>insists</sup> that it is not true as alleged in the said bill of the said directors of the Aberdeen North American Investment & Loan Company, and declared by the said decree thereupon that the said half sections of land hereinbefore described were entered and purchased by the said William Taylor with the monies of the said company or in trust for them; but this complainant alleges and insists that he entered and purchased the same at the said Land sale for his own benefit, and that the same were paid for with the monies of this complainant by him loaned of the said William Taylor, and that they were not paid for with monies of the said directors of the said Company and that this complainant bid for and had the same struck



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off in the name of the said Taylor to secure the repayment of the said loan and interest, and for no other purpose; and this complainant insists that the trust and beneficial interest in the said lands thereby resulted to this complainant and not to the said directors and this complainant says that each and every ~~tract~~ ~~tract~~ of the said tracts of land described in the said bill were in like manner entered and purchased and bid and struck off by divers persons respectively in like manner and for like purposes and paid for with monies by such persons respectively borrowed of the said William <sup>Taylor</sup> and that said tracts were not, nor were any of them entered or purchased with the monies of the said Company, and that those persons had the said lands bid off in the name of the said William Taylor and took contracts for the conveyance of the title to the said tracts respectively in the same printed form hereinbefore mentioned in order to secure the repayment of the monies by them borrowed and interest, And this complainant avers that the allegations in the said bill that the said Lands were entered and purchased with



the names of the said company and  
in that for them are not only un-  
true but false and fraudulent.  
And his complainant says and moves  
that it is not true <sup>that</sup> ~~was~~ alleged and stated in  
the said decree that the ~~said~~ <sup>last</sup> estate of the  
said William Taylor deceased was devised to  
the ~~said~~ <sup>said</sup> ~~James~~ <sup>James</sup> ~~Taylor~~ <sup>Taylor</sup> ~~deceased~~ <sup>deceased</sup> and  
James ~~James~~ <sup>James</sup> ~~Taylor~~ <sup>Taylor</sup> ~~deceased~~ <sup>deceased</sup> and  
states that the said alleged last will and testa-  
ment of the said William Taylor was and  
is wholly and palpably incorrect and  
inconvenient to every real estate in the  
state of Illinois so that the said lands  
devoted to the heirs at law of the said  
William Taylor, and this complainant  
states and moves that the said allege  
ment was false and fraudulent  
procured to be inserted in the said decree  
by and on behalf of the said directors.  
And this complainant avers that the  
several contracts alleged in the said  
bill to have been made by the said  
William Taylor with their persons in  
his own name for the sale of his  
lands of the lands in the said bill  
described were made other than the  
contracts ~~described~~ made by this  
complainant and the said William  
Taylor and the contracts made by other  
persons with him to accrue to  
the said Taylor the necessary  
of the office by this complainant



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and the said persons respectively borrowed of the said Taylor with exorbitant rates of usury as is hereinbefore alleged, and that all of them were mortgage securities and not contracts for sale and purchase of lands.

And this complainant further states and insists that the said ~~Aberdeen~~ North American Investment and Loan Company was an illicit and unlawful combination and association for the purpose of loaning money in the State of Illinois at oppressive and exorbitant rates of interest, contrary to the laws of this State, and to take advantage of the necessities of persons who had valuable improvements upon the public lands and others who wished to purchase such lands at the government sales thereof by exacting ruinous and monstrous rates of interest from them and by having the legal title to such lands vested in the said William Taylor or other person or persons acting for them, and of having contracts given to such purchasers in form of contracts for conveyance to take their lands and improvements from them in case they refused or were unable to pay such exorbitant rates of interest to the oppression and ruin



of such purchasers,

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And this complainant insists that the purposes and objects of said company and their mode of operations being unlawful, false, and fraudulent the Courts of this State ought not to recognize them as a lawful association, or decree, or enforce any trust in their favor, and especially in matters arising out of such unlawful transactions; and that the said Court will not allow or suffer their proceedings, authority or decrees to be made use of for any such purpose;

And this Complainant further states and alleges that the said bill of the said directors, and the decree and proceedings under the same were falsely and fraudulently set on foot and conducted by the said directors and in their behalf for the purpose of unjustly and unlawfully getting the legal title to the said tracts of land described in their said bill vested in a trustee in their behalf, and for their benefit so as to defeat the resulting trust and equity and right of redemption which the said purchasers thereof had in and to the same and to deprive this complainant and the rest of them of the benefit of their purchases of the same and this complainant insists



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that the right of the said William Taylor to the said lands being only a mortgage interest, and the contract for the payment of the mortgage monies not being assigned to the said directors or to a trustee in their behalf, the supposed conveyance of the legal title to the said lands under the said decree, was by operation of the rules of law and equity wholly vain and nugatory, and conferred no right whatsoever if the same were otherwise legal, upon the said Alexander Ferguson or the said Company.

And this complainant insists that it appears by their said bill and is true that there was no executor or administrator or other person who could lawfully receive payment of the said contracts made with the said William Taylor or discharge or release the same so that by the said fraudulent transfer of the legal title to the said tracts of land to the said Alexander Ferguson under the same decree if the same should be permitted to stand, this complainant is still liable to pay to any executor or administrator of the said William Taylor who may hereafter appear the money due on his said contract, without the means of obtaining the legal title to the said two half sections of land



or any part thereof and that the other purchasers of the aforesaid tracts of land are in the same predicament in respect thereof

And this complainant insists that if the said William Taylor were the agent and trustee of the said directors of the Aberdeen North American Investment and Loan Company in regard to his operations aforesaid and they were entitled to the benefits and proceeds and profits of his said operations as the said directors have alleged in their said bill, the only regular, lawful, honest and proper mode for them to proceed to avail themselves of such benefit, proceeds and profits was to procure and cause some person to administer upon the estate and effects of the said William Taylor in this State after his decease, and collect the sums of money due, for money loaned by the said Taylor to enter and purchase the tracts of land described in their said bill as aforesaid and to cause and procure the heirs at law of the said William Taylor, and his devisees if any he had, at the same time to release and convey the legal title to the said tracts of land to the respective purchasers thereof as aforesaid and to cause the person who



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should so administer, to account to them for the monies so collected by him of the said purchasers, and this complainant states and alleges that the reason why they did not do so, and why they filed their said bill was, that they wished and intended by getting the legal title to the said tracts of land vested in a trustee in their behalf to defraud and deprive this complainant and the said other purchasers of their equity of redemption in and to the said tracts of land respectively, and under color and pretense of having the said legal title to extort from this complainant and the said other purchasers large and exorbitant sums of money not due, in order to get the legal title to the said tracts conveyed to them respectively by such trustee, and in case such purchasers refused or were unable to pay such exorbitant sums of money to deprive them of their said lands and their improvements thereon.

And this complainant further states, that in pursuance of the said plan of operations of the said directors of the Aberdeen North American Investment and Loan Company the said Alexander Ferguson in the



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month of September in the year  
of our Lord one thousand eight hun-  
dred and forty five and after the time  
of the execution of the said deed to  
him of the said James, Mc,  
Wright and shortly after the con-  
firmation thereof by the said Court  
demanded of this complainant the  
sum of two thousand three hundred  
and eighty five dollars and sixty  
cents for the conveyance of the <sup>said</sup> two  
half sections of land by him to this  
complainant and upon this complain-  
ant's declining and refusing to pay the  
said sum, the said Ferguson proceed-  
ed to oust this complainant from the  
possession of the said lands and of-  
fered to sell the same to others.

And this complainant further states  
and insists that the said bill of the said di-  
rectors and the decree and proceedings  
under the same were false and un-  
just and fraudulent in this, that the  
time for the payment of the last  
installment mentioned in the afore-  
said written contract between this  
complainant and the said Taylor  
had not expired at the time of the  
decease of the said William Taylor,  
and this complainant at the time of  
the filing of the said bill had not  
had an opportunity to pay the same



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to any representative of the said Taylor, so as to redeem his said land and that the said other purchasers of the said tracts of land in the said bill described, respectively were in the same predicament as to their said lands respectively.

And this complainant further says, that ever since the time mentioned in the said contract in writing for the payment of the last installment therein specified he has been willing and desirous to pay up the said sum of eight hundred dollars by him borrowed of the said William Taylor with legal interest thereon and get the legal title to the said half sections of land conveyed to him and he is now ready and willing and desirous to do so and hereby offers to do so and to pay any sum of money which this Court may decree him to pay.

And this complainant states that he was not made a party to the said bill of complaint of the said directors nor were any of the said purchasers of the aforesaid tracts of land made parties thereto and that this complainant had not any opportunity to defend his rights to the said two half sections of land, in the said suit or to prevent the said decree from



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being made nor had the said other purchasers an opportunity to defend their respective rights in the premises although according to the rules of Courts of Equity this complainant and the said other purchasers were necessary and indispensable parties to the said bill, and this complainant avers that the said omission to make him and the said other purchasers parties to the said bill was fraudulent and wrongful, and this complainant insists that the said decree and proceedings under the same are void as to him and cannot affect his rights to the said half sections of Land.

And this complainant further states that the said defendants hereto and especially the said Robert Smith, James Montgomery, Elisha A. Kirk, William Ralston and James E. Dennis at every time and at all times since the entry and purchase of the said two half sections of land at the land sale as aforesaid had notice of the right and claim of this complainant in the premises and were well aware that he had and claimed right to the said half sections of land as aforesaid and of his possession and residence upon the same under such right and claim.

And this complainant further states



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that on the seventeenth day of June in the year of our Lord one thousand eight hundred and fifty two the said Alexander Ferguson and Agnes his wife executed a deed of the said two half sections of land except the said quarter section thereof deeded to Elisha H. Kirk as aforesaid with divers other of the said tracts of land described in the said will, and decree, and conveyance under the same purporting in consideration of one dollar to release, release and quit claim the same lands to Thomas Primrose of Saint Louis in the State of Missouri (a defendant hereto) in fee to have and to hold the same with all the right, privileges and appurtenances thereunto belonging, to him his heirs and assigns forever with covenants to warrant and defend the title to the said premises against all claims by, from, through or under the said Alexander Ferguson and his said wife, a copy of which said deed is herunto annexed F in order to be taken as part of this bill of complaint.

And this complainant well hoped that the said defendants hereto would have desisted from their inequitable proceedings aforesaid and would have allowed and permitted him to redeem the said two half sections of land and obtain the legal title thereto as in justice



they ought to do.

HH

And now so it is, that they refuse and as an excuse for such a refusal they pretend that the operations of the said directors of the Aberdeen North American Investment and Loan Company were just and lawful and that the said contract between this complainant and the said William Taylor was not a mortgage transaction and security for the repayment of money loaned, and that the said contracts of the said other purchasers with the said Taylor were not securities in the nature of mortgages but that the said contract of this complainant (and the said contracts of the said other purchasers) was and were contract and contracts merely for the sale and purchase and conveyance of land, whereas this complainant charges the contrary thereof to be the truth. And as proof thereof this complainant charges that when the said directors retained and dispatched the said William Taylor to the State of Illinois with their funds as aforesaid they contracted to pay him a salary of three hundred pounds yearly and a commission or percentage of one percent upon the net profits if their operations should amount for any six months to six percent and



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not to twelve on their paid up capital; of two and a half per cent. if the said profits should amount to twelve per cent and not to twenty five to be ascertained by the half yearly balance sheet; and of five per cent if the said profits should amount to twenty five per cent and upwards to be ascertained by the half yearly balance sheet, besides his travelling expenses, as appears by their contract a copy whereof is herunto annexed marked A as aforesaid, and this complainant charges and insists that the said amount of twelve per cent and of twenty five per cent respectively for six months greatly and palpably exceeds any amount which could be fairly and lawfully made in this State by the investment or loan of money; and that the offer of five per cent commission in case the said profits should exceed twenty five per cent for six months shew that the said directors intended to tempt and induce the said William Taylor to violate the laws of this State, and to defraud and oppress the citizens thereof with whom he might have dealing. And as proof that the said contract of this complainant and the other said purchasers were contracts of loan and



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mortgage, this complainant charges that at the aforesaid land sale in Galena one Charles H. Sutphen together with Davis C. Bullard borrowed of the said William Taylor the sum of one thousand one hundred dollars to enter and purchase certain land lying in the aforesaid County of La Salle on which they had valuable improvements at the yearly interest of thirty percent which was lower than he lent to others, that the said lands except eighty acres were bid off under direction of said Sutphen in the name of said Taylor to secure the repayment of the \$1,100. Eleven hundred dollars and thirty percent interest, and the purchase money, one thousand dollars was paid into the land office by said Taylor, that a contract in the same form as the said contract between this complainant and the said William Taylor was executed by and between the said Taylor, the said Sutphen and Bullard for the repayment of the said sum of one thousand one hundred dollars and thirty percent interest in four annual installments of three hundred and thirty three dollars at the end of each of the three first years and one thousand four hundred and twenty at the end of four years and that the whole



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matter of the said loan and entry and purchase and security of were conducted in the same manner as the loan entry, and purchase and security of this complainant as aforesaid

And this complainant charges that the said William Taylor required the said two half sections of land purchased by this complainant to be bid off in his name and gave to this complainant his said contract for the conveyance thereof for the purpose of concealing and disguising the fact of the usury required by him of this complainant on the said sum of eight hundred dollars borrowed by this complainant of him as aforesaid, and to give the said transaction the appearance of a sale and purchase of land (and that the said contracts with other purchasers were made for the same purpose) And as proof thereof this complainant charges that during the negotiation between said Sutphen and said Taylor for the loan aforesaid shortly before the said land sale at Galena, said Taylor openly declared to said Sutphen that he was loaning money to settlers to buy their land with at thirty five and fifty percent and that he would not loan



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money to purchase lands which were not improved as the improvements were his chief security and that about the same time in speaking of the said loan, he declared he would not invest his money in land and did not want the land.

And this complainant further charges as proof in this cause that the said Charles H. Sulphren to whom the said Pullard had arranged his interest in the said lands entered by him and said Pullard in the name of the said Taylor, filed his bill of complaint in Equity in the La Salle County Circuit Court against the said Ferguson and others on the twenty ninth day of January in the year of our Lord one thousand eight hundred and forty four alleging that the said transaction between him and said Pullard and the said Taylor was a contract of loan and claiming the right to a conveyance of the said lands upon payment of the principal sum borrowed and lawful interest and to be relieved from the usury exacted of him by the said Taylor as aforesaid and that such proceedings were had in that cause that by the fourteenth day of January in the year of our Lord one thousand eight hundred eight



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~~hundred~~ and forty five issue was joined therein and proof taken which showed ~~plainly~~ clearly that the said Sutphen was entitled to recover therein; and accordingly at the March Term of the same Court of the same year a decree was entered in the said cause by which the said Sutphen recovered according to his prayer and the defendants were decreed to convey the lands claimed to him. And this complainant says that the said Alexander ~~Wilson~~ Ferguson appealed from the said decree to the Supreme Court of this State; that the said decree was affirmed by the said Court at its term of December A.D. 1846, and that the report thereof was published in Gilman's Reports Vol. third, pages 547. to 574, as Ferguson vs Sutphen.

And this complainant further charges that by reason of the said suit of said Charles H. Sutphen and the proceedings therein, the said directors of the Aberdeen North American Investment and Loan Company and their agents became alarmed lest other persons to whom the said William Taylor had loaned monies on the security of ~~some~~ lands <sup>as</sup> afore-said should in like manner avail themselves of their equity of redemption in the said lands, on the eighth



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day of February in the year of our Lord one thousand eight hundred and forty five, after I have joined and proof ~~taken~~ as aforesaid filed their aforesaid bill of complaint in the Circuit Court of Winnebago County, and fraudulently omitted to make this complainant and the said other purchasers, parties defendants thereto for the purpose of anticipating and forestalling them and of defeating and depriving them of their said Equities of redemption before they should become aware of the result of the said cause or the pendency thereof and thus prevent their redeeming the said lands. And this complainant charges that the said decree in the said cause was procured and entered by collusion between the said directors and the said Alexander Ferguson and other defendants therein.

All which actings and pretences are contrary to Equity and good conscience and manifestly tend to the vexation, injury and oppression of this complainant in the premises.

To the end therefore that the said Alexander Ferguson, Isabella Taylor, George Taylor, William Primrose and Elizabeth his wife, George Porter and Elspet his wife, David Chalmers, William Littlejohn, George Yates



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Robert Catto, Peter Williamson,  
 Alexander Smith, Charles Chalmers  
 Nathaniel Farguhar, Alexander  
 Foulerton, Robert Smith, James  
 Montgomery, Elisha A. Kirk, William  
 Ralston, James E. Dennis, Thomas  
 Brimrose, Newton Gamie, and the  
 unknown heirs and devisees of the  
 said James Duncan deceased, may  
 upon their several and respective  
 oaths, full, true, direct, and perfect  
 answer make to all and singular  
 the matters and things hereinbefore  
 stated, charged and contained, and  
 that not only to the best of their respec-  
 knowledge and remembrance, but  
 also, <sup>to</sup> the best of their respective inform-  
 mation, hearsay and belief; and  
 more especially that they may answer  
 and set forth whether any and what  
 contract or agreement or contracts  
 or agreements the said Robert Smith  
 James Montgomery, Elisha A.  
 Kirk, William Ralston or James  
 E. Dennis or any or either of them  
 negotiated or made or at any and  
 what time negotiated ~~and~~ <sup>or</sup> made  
 or have negotiated or made with  
 the said Alexander Ferguson  
 respecting any and what part of  
 the said two half sections of land  
 or with any other person or persons



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and with whom respecting the same, either directly or indirectly through any other and what person or persons; and whether they or any of them have paid any and what sum or sums of money upon such contracts or agreements respectively and also whether at or before, or since, or at what particular time the said Robert Smith, James Montgomery, Elisha A. Nink, William Ralston and James E. Dennis or any and which of them know or had notice that this complainant had or claimed right title or interest, and particularly an Equity of Redemption in and to the said half sections of land or any part thereof and whether <sup>they</sup> or any and which of them had notice, or knew, or had been informed that this complainant resided upon or had had possession of the said half sections of land or any part thereof, claiming right title or interest in and to the same particularly an Equity of redemption; and whether they or any and which of them knew, had heard or been informed that this complainant caused or procured the said half sections of land



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to be bid off at the afore said land sale at Galena, and to be paid for with monies advanced by the said William Taylor or that this complainant had entered into a written or other and what contract or agreement with the said William Taylor to repay to him the said monies with interest and upon such payment being made to receive a release or conveyance of the said two half sections of land or any part thereof; or whether they ~~they~~ or any ~~of them~~ and which of them were aware or had heard or been informed that the said monies advanced by the said William Taylor were advanced by him in behalf of the Aberdeen North American Investment and Loan Company or any other company or association, or that the said William Taylor had attended at, and previous to the said land sale for the purpose of loaning monies to such persons as were desirous to purchase public lands at such sale upon security of their lands, or how otherwise, and whether he did make such loans, and whether at thirty three and a third percent or what other interest, and whether he entered into contracts with



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such persons to secure the repayment of such monies and interest in the same form as his aforesaid contract with this complainant, or how otherwise, and whether they or any and which of them know or had ~~heard~~ heard said or had been informed that the said monies advanced by the said William Taylor as aforesaid were monies advanced to him by the directors of the said Aberdeen North American Investment and Loan Company, or that the said directors claimed the fact to be so, and whether they or any and which of them knew or had heard or been informed that the said William Taylor had loaned money as aforesaid to a great and what extent; and that numerous tracts of land in the said County of Winnebago and other counties and especially in the neighborhood of the said two half sections of land, had been entered with monies advanced by him as aforesaid, and particularly the said two half sections of land ~~aforesaid~~ And also whether at the time of the said respective contracts or agreements it was not a subject of common conversation spoken of, or understood in the neighborhood of the said lands



55 that the said two half sections of land (as well as other tracts of land in the vicinity) had been so entered and that this complainant intended to insist upon this right to the said two half sections of land; and whether the said two half sections of land were not usually or frequently in the neighborhood called "The Tallmadge lands"; And also whether the said Robert Smith James Montgomery Elisha E. Kirk, William Ralston and James E. Dennis, have not and how long resided in the immediate vicinity of the said half sections of land or how otherwise and whether they did not and have not often or sometimes and when heard discussions about the right of this complainant to the said half sections of land, and also whether the said William Ralston did not previous to or ~~at~~ the time of his entering into negotiation or agreement or contract with the said Alexander Ferguson or any other person or persons about any portion of the said two half sections of land, come into the neighborhood of or upon the said half sections of land and examine the same and to enquire into the title thereto; and



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whether on <sup>such</sup> ~~at that~~ occasion he was not told or informed or did not hear that this complainant had been in possession of the said <sup>land</sup> or resided upon the same or claimed an Equity of redemption or some other right title or interest in or to the same and whether he did not hear them called "The Talmadge Land" or how otherwise. And also whether the said defendants respectively do not know or believe, or how otherwise that the said William Taylor shortly before the <sup>aforesaid</sup> ~~said~~ land sale at Galena did not negotiate and make an agreement to loan the aforesaid Charles H. Sutphen and Davis, C. Ballard the sum of one thousand one hundred dollars to enter public lands with at the said land sale, for interest at the rate of thirty per cent, and that the repayment thereof was secured in the manner hereinbefore mentioned and whether the said defendants respectively do not know or believe or how otherwise or whether they have any doubt that during the said negotiation the said Taylor stated openly or how otherwise to the said Sutphen that he was loaning money to the settler



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upon public lands, to buy their lands  
with, at thirty five and fifty per cent interest  
and that he could do better than to loan  
his money at <sup>the rate of</sup> twenty five per cent interest  
~~and~~ and that he would have the  
land proposed to be entered by the  
said Sulphur and Bullard bid off  
in his name and take that in secu-  
rity in preference to any thing else, and  
that he would not loan money to  
purchase lands that were not im-  
proved, as the improvements were  
his chief security. And also whether the  
said defendants respectively do not  
know or believe, <sup>how</sup> or otherwise and  
whether they have any doubt that the  
said Taylor on that occasion and in  
that conversation referred to the mon-  
ey furnished him as herein before  
stated by the aforesaid directors of  
the Aberdeen North American Invest-  
ment and Loan Company and to  
the lands entered and purchased  
by settlers at the aforesaid land  
sale at Chicago and Galena. And  
also whether the said defendants respecti-  
ly do not know or believe ~~and~~ <sup>or</sup> how other-  
wise and whether they have any doubt  
that the said William Taylor a few  
days before the said land sale at  
Galena stated to one Amos Foster  
to the effect that said Sulphur had  
applied to him for one thousand or



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eleven hundred dollars with which to buy  
 ten or eleven lots of land, and that he  
 had agreed to let him have the money  
 at thirty percent interest, and that he  
 Taylor was to take the certificates in his  
 own name as security and give Sutherland  
 a bond for a deed and that he would con-  
 vey the lands to Sutherland and Ballard  
 at the end of four years or, how other-  
 wise and to the further effect that he said  
 Taylor, would not invest his money in  
 land, and did not want the land;  
 And also whether the said defendants  
 respectively do not believe or have any  
 doubt that the report of the decision  
 of the said case between ~~the~~ said  
 Sutherland and Alexander Ferguson  
 and others appealed to the Supreme  
 Court published in the third volume  
 of Gilman's Reports of Cases in the  
 Supreme Court of this State as  
 Alexander Ferguson vs. Charles H.  
 Sutherland is a true report of the said  
 case and contains a true statement  
 of the facts relating to the same or how  
 otherwise, And also whether the said  
 Robert Smith, James Montgomery,  
 Elisha C. Kirk, James E.  
 Dennis and especially the said  
 William Ralston did not know,  
 or had not heard, that such decis-  
 ion or one of similar or like  
 effect had been made and when



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they first heard thereof whether before or after their respectively entering into negotiations or making contract with the said Alexander Ferguson as aforesaid

And to the end also that the said decree as far as the same relates to this complainant and the said two half sections of land herein before described, may be declared fraudulent, null, void and inapplicable; that the aforesaid conveyance of the said two half sections of land under the said decree by the said James M. Wright to the said Alexander Ferguson be set aside annulled and vacated that the equity of redemption of this complainant in the same half sections of land, and his right to redeem the same be declared and established by the decree of this Court, that an account be taken of the amount of principal and interest due from this complainant for the redemption thereof as aforesaid, that a suitable day be assigned to this complainant to pay the same into Court, that the same may be paid into Court for the use of the person or persons entitled to receive the same to be paid out to such person or persons whenever



the right of such person or persons to receive the same may be established, that the said Isabella Taylor, George Taylor, Elizabeth Porter and George Porter <sup>her</sup> husband and Ellspet Primrose and William Primrose her husband, Alexander Ferguson, Thomas Primrose, Newton Gammie and the unknown heirs and devisees of James Duncan aforesaid may be decreed to release and convey the said two half sections of land to this complainant his heirs and assigns by a suitable deed or deeds in that behalf upon such payment being made that all persons in possession of the said lands or any part thereof may be decreed to deliver up possession thereof to this complainant and that this complainant may have such further and other relief in the premises as he may be entitled to by the rules of law and Equity.

May it please the said Judge of this court that the said Alexander Ferguson, Isabella Taylor, George Taylor, Elizabeth Primrose and William Primrose her husband, Ellspet ~~her~~ ~~last~~ Porter and George Porter her husband, David Chalmers, William Littlejohn, George Yeates, Robert Catto, Peter Williamson, Alexander Smith



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Charles Chalmers, Nathaniel Farguhar,  
Alexander Foulerton, Robert Smith,  
James Montgomery, Elisha A. Kirk,  
William Ralston, James E. Dennis,  
Thomas Primrose, Newton Gamie and  
the unknown heirs and devisees of James  
Lancan, deceased, may be summon-  
ed to answer this bill of complaint  
according to the form of the statute in  
such case made and provided.

Asa Tallmadge  
Brackenridge & Warner  
& Brynner.  
Solicitors for complainant

In The Winnebago County Circuit Court  
in Chancery  
Asa Tallmadge  
vs

Alexander Ferguson, Isabella Taylor,  
George Taylor, Elizabeth Primrose,  
William Primrose, Ellsper Porter, George  
Porter, David Chalmers, William  
Littlejohn, George Yates, Robert Catto,  
Peter Williamson, Alexander Smith,  
Charles Chalmers, Nathaniel Farguhar,  
Alexander Foulerton, Robert Smith,  
James Montgomery, Elisha A. Kirk,  
William Ralston, James E. Dennis,  
Thomas A. Primrose, Newton Gamie  
and the unknown heirs of and devisees



of James Duncan deceased.

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Asa Tallmadge, the above named complainant maketh oath and saith, that the heirs and devisees of James Duncan, deceased, mentioned in the bill of complaint in this cause are unknown,

Asa Tallmadge

Sworn to & Subscribed  
before me this 7<sup>th</sup> day of  
Feb'y A.D. 1831

C. H. Spafford, Clerk

Schedule marked A, referred in the bill.

It is contracted ended and agreed upon between the parties, following, (videlicet) David Chalmers of Newburn, William Littlejohn Cashier of the Aberdeen town and County Bank, George Yeates of Aghnamny, Robert Cutto, Merchant in Aberdeen, Peter Williamson Druggist there, Alexander Faulerton residing there, Alexander Smith of Glenmallyr, Charles Chalmers Advocate in Aberdeen and Nathaniel Farguhar Advocate there being the directors of the Aberdeen North American Investment and Loan Company, on the one part and William Taylor farmer in Thomaston in the parish of Kneblain on the other part in manner following



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That is to say, the directors of the said Company having engaged the William Taylor as manager of the Company business in America for the term of five years from and after the first day of June next in this present year That said William <sup>Taylor</sup> hereby binds and obliges himself to proceed to the United States of America and to leave this country for that purpose on or before the said first day of June next in this present year, and to continue in the service, of the said Company at such place or places in North America, as the directors may from time appoint for the period of five full and complete years from and after that date, during which space, the said William Taylor binds himself and obliges himself faithfully and honestly to act in the capacity of manager for said in conducting the business of the Company and in following forth to the best of his abilities the whole objects thereof as expressed in its Contract of copartnership, declaring that the said William Taylor shall invest the sum of two thousand pounds Sterling in the original Capital Stock of the said Company and shall subscribe the contract of copartnership thereof with all convenient speed, it being understood



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that the said William Taylor shall be entitled to have Stock to the above amount assigned to him by the directors out of the share reserved ~~by~~ by the contract and placed at the disposal of the directors, and this without paying any premium upon the same, And further declaring that <sup>as</sup> it is in the same time intended that the investments of the Company's funds in America are to be made in the name of the managers and accountant jointly and the survivor of them, the said William Taylor hereby binds and obliges himself his heirs executors and successors whomsoever, without prejudice to his engagements as manager for- said for the above mentioned period of five years, instantly to divest him- self of the whole or any part, of the com- pany property when required by the directors so to do, and to convey and transfer the same to any person or per- sons who may be appointed by the directors for that purpose and to that end the said William Taylor, hereby assigns, transfers, conveys and makes over to and in favor of the ~~xxxx~~ directors of the said Company for the time being the whole property of whatsoever description, heritable and moveable, Real and personal which he may afterwards acquire in North



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America as manager foresaid and he hereby binds and obliges himself and his heirs executors and successors to grant all necessary deeds for fully vesting such property in the said directors or in any person they may name at any time when required by them so to do, And further declaring that the said William Taylor in his capacity of manager foresaid shall at all times and under all circumstances be bound to conform himself to the instructions of the directors in the conduct of the Companies affairs, as the same shall be notified to him through the cashiers and agents of the company.

And further declaring that the said William Taylor shall be bound with all convenient speed upon his arrival in America to sell and dispose of any property which he may at present possess in that country, and that he shall not be entitled to make any fresh investments or to enter into, or be connected with any transaction whatever in business in America either in his own name or in the name or names of any other person or persons for his behoof, and that all investments in America which shall hereafter be made,



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in his own name or in the name or names of any other person or persons for his behoof shall be understood and held to have been made with the funds of the company. And further, <sup>deceasing</sup> that the said William Taylor shall be bound to become a naturalized subject of the United States of America upon his arrival in the country, And this as soon as the necessary forms will admit and generally that the said William Taylor binds and obliges himself to comply in all respects with the provisions contained in the contract of copartnership of the said company although the same may not expressly herein mentioned and to advance its interests to the utmost of his power during the period of his engagement. For which Causes and on the other part ~~of~~ the directors of said company bind and oblige themselves as directors for said and the whole <sup>of the partners</sup> of the said company to make payment to the said William Taylor and his foresaids of a free yearly salary of three hundred pounds Sterling and of a commission or percentage upon the net profits of the ~~said~~ company after deducting all other salaries



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and charges whatsoever affecting  
the same, as the said profits shall  
be ascertained by the half yearly  
balance sheet of the company af-  
fairs, at the following rates (viz) viz  
if the said profits shall amount to six  
per cent and not amount to twelve  
per cent on the paid up capital at the  
time one per cent commission, If the  
said profits shall amount to twelve  
per cent, and not amount to twenty  
five per cent, Two and one half per cent  
commission, and if the said prof-  
its shall amount to twenty five per-  
cent and upwards, Five per cent com-  
mission, and this over and above  
all travelling charges and other  
expenses which the said William  
Taylor may incur in the man-  
agement of the Company bus-  
iness, declaring that the said  
salary and Commission shall  
be payable at the dates which may  
from time to time be fixed by  
the directors balancing the Com-  
pany's books, but declaring  
always as it is hereby expressly  
provided and declared that notwithstanding  
the endurance of this en-  
~~gagement~~ <sup>agreement</sup> is fixed for  
the term of five years <sup>as</sup> above, yet if  
it should so happen that war shall



be declared between Great Britain  
 and the United States of Amer-  
 ica, before the said William Taylor can  
 a naturalized subject of the United  
 States and commence the operations  
 of the Company, or if it should so  
 happen, that anything shall occur,  
 either as regards the relation of the  
 two countries with each other or  
 otherwise so as to frustrate the ob-  
 jects of the company and render  
 it expedient for the partners thereof  
 to dissolve the same in virtue of the  
 powers contained in the contract  
 of copartnership to that effect, then  
 and in that case the engagements  
 hereby entered into shall ipso facto  
 terminate, and neither party shall  
 have and claim upon the other in virtue  
 of the presents except to hold count and  
 reckoning with each other up to the  
 time when such contingency shall occur.  
 And it is further hereby provided and  
 declared that notwithstanding the said  
 engagement is declared to subsist, only  
 for five years from and after the mid-  
 first day of June next, it shall never-  
 theless continue in full force and ef-  
 fect and the parties shall be bound  
 to observe and fulfil the same in  
 respect until the one party shall  
 give six months notice in writing



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to the other, of their or his intention to  
 put a period to the same, and both  
 parties bind and oblige themselves  
 and their foresaids to implement  
 and fulfil to each other the whole pro-  
 visions and stipulations herein con-  
 tained under the penalty of three hun-  
 dred pounds Sterling, to be paid by the  
 party failing, to the party perform-  
 ing, or willing to perform over and  
 above performances and they consent  
 to the registration hereof in the Books  
 of Council and session and other  
 competent or in any competent  
 Register or Record in America for  
 preservation and execution of said  
 and thereto constitute, Their Procu-  
 rators &c In Witness whereof these presents  
 (written on this and the two preceding pa-  
 ges of this sheet of Staped paper by  
 Robert Miller written in Aberdeen) are  
 subscribed at Aberdeen <sup>1839</sup> as follows.  
 viz: by the said David Chalmers, George  
 Yates, Robert Catto, Peter Williamson,  
 Alexander Smith, Nathaniel  
 Fergusson Charles Chalmers and  
 William Taylor the Eighth day of  
 May Eighteen hundred and thirty  
 nine, years before written, the said  
 Robert Miller, and Arthur Fergusson  
 in Aberdeen and by the <sup>said</sup> William  
 Littlejohn and Alexander Faulstich  
 the tenth day of the said month of



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May and year last above mentioned before witnesses the said Robert Miller and Arthur Farguhar the words "or persons" on the fifteenth and sixteenth lines counting from the top of the second page being deleted before signing.

(22) R Miller, witness (signed) D Chalmers (signed) Alex Smith  
 (") Ar Farguhar witness (") W Littlejohn (") Nathl Farguhar  
 (") Geo Yates (") Chas Chalmers  
 (23) R Miller witness (") Rob Catto (") Wm Taulerton  
 (24) Ar Farguhar witness (") S Williamson Wm Taylor

### Schedule marked B

Article of agreement made and concluded the (twenty ninth) day of (October) in the year one thousand eight hundred and (thirty nine) Between William Taylor of the City of St Louis and State of Missouri of the first part, and Asa Fullmager of Winnebago County And State of Illinois) of the second part, Witnesseth, that the 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, hereby agrees to sell



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to the said party of the second part,  
all that certain lot and parcel of  
Land situate in (Winnabago County  
and State of Illinois) known and  
distinguished (as the South East  
quarter, of the South West Quarter  
of Section No thirty four, And also  
the North West Quarter and South  
West Quarter of Section No thirty  
five in Township No forty five of  
Range, No. two East of the third  
principal Meridian, containing six  
hundred and forty acres) with  
the privileges and appurtenances  
thereto belonging, And said party  
of the second part in consideration  
of the premises hereby agree, to pay  
to the said party of the first <sup>part</sup>, his or  
their executors, administrators or  
assigns the sum, of (one thousand  
Eight hundred and fifty six dollars)  
as follows viz Two hundred sixty four  
dollars in one year, Two hundred  
sixty four dollars in two years, Two  
hundred and sixty four dollars in  
three years, And one thousand and  
sixty four dollars in four years  
from the date hereof) And Also  
that he will well and faithfully in  
due season, pay or cause to be  
paid, all taxes and assessments  
ordinary and extraordinary,



for any purpose whatever upon the said premises or appurtenances. And the said party of the first part further covenant and agrees with the said party of the second part, that upon the faithful performance by the said party of the second part of (his) undertakings in this behalf, and of the payment of principal and interest of the sums above mentioned in the manner specified, by the said party of the first part, shall and will, without delay well and faithfully execute and deliver in person, or by attorney, duly authorized, a good and sufficient deed or deeds, and thereby assign and convey to the <sup>said</sup> party of the second part (his) heirs and assigns, a good, perfect and unencumbered title in fee simple, to the above described premises with their appurtenances. And it is mutually covenanted and agreed, by and between the parties hereto, that in case default shall be made in any of the payments of principal or interest, at the time or any of the times, above specified for the payment thereof, and for sixty days thereafter, this agreement, and all the preceding provisions hereof shall be null



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and void, and no longer binding, at the option of the said party of the first part, his representatives or assigns, and all the payments which shall then have been made hereon, or in pursuance hereof, absolutely and forever forfeited to the said party of the first part, or at the election of the said party of the first part his representatives and assigns, the covenants and liability of the said party of the second part shall continue and remain obligatory upon the said party of the second part, and may be enforced, and the said consideration money and every part thereof, with the annual interest as above specified, be collected by proper proceeding in Law or Equity, from the said party of the second part (his) heirs executors, administrators or assigns, And it is further mutually covenanted and agreed by and between the parties hereto, that in case of default in the payments stipulated to be made by the said party of the second part, or any part thereof, and the election of the party of the first part, his representatives or assigns, to consider the foregoing contract of sale at an end, and prior payments forfeited, the said party of the second part, (his) heirs representa



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part

tives or assigns at the time of such default, or at any time thereafter, shall be considered 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 tenant and tenants at will of the said party of the first part, his representatives and assigns on a rent equal to an interest of (ten) percent, per Annum on the whole amount of the purchase money, above specified, payable quarter yearly from the day of such default in payment of principal or interest. And after such default in payment, and election to consider the above contract of sale as void, the said party of the first, 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, the same as if the relation of Landlord and tenant hereby declared, were created by an original, absolute lease, for that sole purpose on a specified rent, payable quarterly on a tenure at will, And that in such case, the



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said tenant or tenants shall and will pay or cause to be paid, all taxes and assessments ordinary and extraordinary, which may be laid or assessed on said premises, or any part thereof, during the continuance of such tenancy, and will not commit or suffer any waste or damage to said premises, or the appurtenances but will keep and deliver up, on the termination of such tenancy the said premises and appurtenances, in as good order and repair (ordinary wear and decay and unavoidable injury by the elements excepted) as they were in at the commencement of such tenancy (and it is further agreed by the parties herein expressed that the within named payments ~~should~~ shall be made at the City of Chicago Ill, and it is agreed upon between the above designated parties that the sum of twelve hundred dollars will be considered as full satisfaction for the foregoing bond at the expiration of one year from this date) In witness whereof the party of the first part, and the party of the second part in (their) proper person have hereunto respectively set their hands and seals on the day and year first above written

Sealed and delivered in presence of { Wm Taylor seal  
John Z A Rollins { Asa Tallmadge seal



Schedule marked C

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I, William Taylor a native of Aberdeenshire Scotland afterwards residing in Saint Louis Missouri and presently in New Orleans, State of Louisiana and United States of America, considering the uncertainty of human life and not knowing at what time Almighty God may in his Providence wisdom call me out of this world and being possessed of certain Estate real as well as personal, both in this Country and in Scotland, and desirous in my life time and while in the enjoyment of good health of body and soundness of mind, to settle the succession of my estate after my decease whatever time that may take place, for that purpose I hereby publish my last will and testament, written by my own hand on this the two succeeding pages and subscribed by me this 4<sup>th</sup> day of Sept 1841

My Father was Samuel Taylor formerly of Lunenburg and lately of Thomaston Parish of County of Aberdeen in Scotland he is now deceased. My mother is alive and presently resides in Aberdeenshire Scotland, I have never been married nor have I any children, I have had



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three brothers. George the oldest is at present assistant Surgeon 93<sup>d</sup> Regt British Army. Samuel & Alexander died in infancy. I have two sisters, both alive the oldest Elizabeth wife of William Primrose residing temporarily at Harrisburgh Pennsylvania, United States of America, Elspet wife of George Porter, Newton Ganie now residing at Cairn-whelp, Cairn Aberdeenshire Scotland, I <sup>nominate</sup> ~~herewith~~ for my testamentary executors, and with my <sup>real</sup> ~~said~~ estate Nathaniel Ferguson residing in Aberdeen Scotland, George Taylor Porter residing at Cairn-whelp, Curacy Aberdeenshire Scotland, George Taylor 93<sup>d</sup> Regt British Army William Primrose now residing in Harrisburgh Pennsylvania United States of America, ~~Ferguson~~ Alexander Ferguson residing in Saint Louis, State of Missouri and James Duncan of New Orleans, State of Louisiana U.S. of America, to them I grant the faculty of acting in all matters in the relation of to the execution of this my will and the succession thereto,

To my dear mother I bequeath the sum of four hundred pounds Stl  
To my sister Elizabeth wife of William Primrose I bequeath the sum of one thousand pounds Stl, in the event of her death to be invested in a place of safe keeping for behoof of her children, to be paid



over to them at their attaining the age of twenty one, to my brother George Taylor I bequeath the sum of one thousand pounds. To my youngest sister Elspet wife of George Porter described above I bequeath the sum of six hundred pounds in the event of decease to be invested in a place of safe keeping for behoof of her children to be paid to them when they attain the age of majority. The residue of my estate whatsoever kind I have and bequeath to Alexander Ferguson of Saint Louis and James Duncan of this place after paying all debts due by me and funeral expenses. The above legacies to be paid out of the first monies coming to my executors and it shall be incumbent on them within the first six months immediately after my decease to sell as much of my personal estate to pay the same on the 20<sup>th</sup> day of June or December thereafter so much as to leave my residuary legatees Alexander Ferguson and James Duncan the undisturbed possession of the residue of my Estate.

I revoke and annul other wills and testamentary dispositions by me heretofore made, holding these presents above

Done at New Orleans the day and year aforesaid (signed) W<sup>m</sup> Taylor



Schedule marked E

Book of Deeds .O. Page 292.

Alexander Ferguson  
to  
Elisha A. Kirk

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This Deed made and entered into this twenty second day of November Eighteen Hundred and forty nine by and between Alexander Ferguson formerly of St. Louis, now of Chicago party of the first part, and Elisha A. Kirk of Winnebago County Ill. party of the second part, Witnesseth: that the said party of the first part, for, and in consideration of the sum of three hundred and twenty Dollars to him in hand paid by the said party of the second part receipt whereof is hereby confessed and acknowledged has granted bargained and sold and by these presents does grant bargain, sell, convey and confirm, unto the said party of the second part, his heirs and assigns forever that tract of Land, situated in the County of Winnebago and state of Illinois known and described, as the west half of the South west quarter of Section Number thirty five in township number forty five and range number two East, containing Eighty acres more or less. To have and to hold the same with all the rights privileges and



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appurtenances thereto belonging or in any wise appertaining unto him, the said party of the second part his heirs and assigns forever, the said party of the first part hereby covenanting that he, his heirs, executors and administrators will warrant and defend the title to the said premises and every part thereof to him the said party of the ~~first~~ <sup>second</sup> part his heirs and assigns against the lawful claim or claims of all and every person or persons, whatsoever claiming or to claim the same or any part thereof in witness whereof the said party of the first <sup>part</sup> has hereunto set his hand and seal the day and year first herein written

Done in presence  
of D. Robertson

Alex Ferguson seal

State of Illinois: Cook Co. City of Chicago for On the 2<sup>d</sup> day of January, in the year of our Lord One thousand eight hundred and fifty before the subscriber J. P. F. Russell Notary Public duly commissioned and sworn & residing in the City of Chicago, personally appeared Alexander Ferguson to me known to be the ~~first~~ <sup>second</sup> person described in & who executed the annexed Deed, and the said Alexander Ferguson acknowledged that he executed the same freely and voluntarily for the uses & purposes therein mentioned. In testimony whereof I have hereunto set my hand and seal affixed my official seal the day and year above written

Seal J. P. F. Russell, Notary Public



Schedule marked F

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This Deed made and entered into this seventeenth day of June eighteen hundred and fifty by and between Alexander Ferguson some time of St. Louis Missouri now of Chicago, and Agnes his wife, parties of the first part, and Thomas Primrose of St. Louis aforesaid, party of the second part, Witnesseth; that the said parties of the first part for and consideration of the sum of one dollar to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do, remise release and forever quit claim unto the said party of the second part, the several tracts of Land after described all lying in the County of Winnebago and State of Illinois "viz" The South East quarter of Section Twelve in Town forty three and Range one; containing one hundred and sixty acres more or less, and the North East corner of the South West quarter of Section Twenty in Town forty three and Range two containing twenty acres more or less, The East half of the South West quarter of Section nine Town forty four and Range two containing Eighty acres more or less, The East half of the North West quarter of Section four Town forty four Range two containing Eighty one and ~~82~~ <sup>81</sup> acres more or less, The West half of the South East quarter of Section fifteen in Township forty six and Range two containing Eighty acres more or less, The South East and the South



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west-quarters of Sections thirty four, and North West quarter and East half of the South West quarter of Section thirty five, in Town forty five and Range two containing five hundred and sixty acres more or less. The West half of the North West quarter of Section twenty three in Town forty three and Range two containing Eighty acres more or less. The West half of the South East quarter and the West half of the West half of Section Twenty Eight, in Town forty three and Range Two containing Two hundred and forty acres more or less. To have and to hold the same with all the rights, privileges and appurtenances therunto belonging, unto him the said party of the second part, his heirs and assigns forever, the said parties of the first part hereby covenanting that they, their heirs, executors and administrators will warrant and defend the title to the said premises to him the said party of the second part, his heirs and assigns against the lawful claim or claims of all persons claiming, or to claim the same or any part thereof, by, from, through or under the said parties of the first part.

In witness whereof: the said parties of the first part have hereunto set their hands and seals the day and year first above written

In presence of  
Henry W. Clark }

Alexander Ferguson seal  
Agnes Ferguson seal



State of Illinois County of Cook ss:

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I Henry W. Clark a Notary Public in and for said County in the State aforesaid do hereby certify that Alexander Ferguson and Agnes Ferguson, his wife who are personally known to me to be the same persons whose names are subscribed to the annexed Deed appeared before me this day in person, and acknowledged that they had signed sealed and delivered the said instrument of writing as their free act and deed for the uses and purposes therein expressed, and the said Agnes Ferguson wife of the said Alexander Ferguson, having been by me examined separate and apart and out of hearing of her said husband and the contents and meaning of said instrument of writing having been by me made known and fully explained to her she acknowledged that she had freely and voluntarily executed the same without any compulsion of her husband and relinquished her dower to the Lands and tenements therein mentioned, and that she does not wish to retract the same, Given under my hand and official seal this seventeenth day of June A.D. 1850  
H. W. Clark Notary Public

Endorsed "Filed Feby 7th 1851

C. H. Spafford

at St. Louis



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(Bill)



In the Hennibago County Circuit Court  
In Chancery:

Between Asa Willmudge Complainant

And

Alexander Ferguson Isabella Saylor  
George Saylor Elizabeth Primrose  
William Primrose Elspet Porter  
George Porter David Chalmers William  
Lillejohn George Yeates Robert Leallo  
Peter Williamson Alexander Smith  
Charles Chalmers Nathaniel Jarquahaw  
Alexander Doulestone Robert Smith James  
Montgomery Elisha A Kirk William  
Ralston James E Dennis Thomas  
Primrose Hector Lane & the unknown  
heirs and devisees of James Duncan  
deceased: Defendants:-

Francis Burnap of Rockford in the County of Hin  
nibago maketh affirmation and saith that he has been in  
formed & believes it to be true and has no doubt of the fact that  
all the above named defendants except Alexander Ferguson  
Robert Smith James Montgomery Elisha A Kirk William  
Ralston & James E Dennis reside out of this State so that  
the process of this Court cannot be served upon them or any  
of them & that he has reason to believe & does believe that the  
heirs and devisees of the above named James Duncan if  
such there be, reside out of this State, so that the process of  
this Court cannot be served upon any of them if they were  
known

Francis Burnap  
Affirmed at Rockford in the County of Hennibago the 28<sup>th</sup> day  
of April 1837 before me C. H. Stafford Clerk



Endorsed "Filed Apr 28 1851. Ct. Spafford Alb"

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State of Illinois: In the Hennepin County Circuit Court  
Lisa Talma Complainant

Alexander Ferguson, late Alleged  
Trustee for the Aberdeen North  
American Investment & Loan Company  
Isabella Taylor, widow of William Taylor  
deceased, George Taylor, Elizabeth Primrose  
and Elspeth Porter, heirs of the said William  
Taylor and William Primrose, husband of  
the said Elizabeth and George Porter husband  
of the said Elizabeth Elspeth. David Chalmers  
William Littlejohn George Yates, Robert Gallo  
Peter Williamson Alexander Smith Charles  
Chalmers Nathaniel Barquahaw Alexander  
Houlston Directors of the Aberdeen North  
American Investment & Loan Company  
Robert Smith James Montgomery Eliza W  
Kirk William Ralston, & James E Dennis  
Alleged purchasers of the premises in  
question, under the said Alexander Ferguson  
Thomas Primrose, Alleged Trustee for the said  
Company, Hector Vanie, assumed to be a legatee  
of the said William Taylor, deceased, and the  
unknown heirs & devisees of James Duncan,  
deceased alleged devisees jointly with the  
said Alexander Ferguson, of the said  
William Taylor deceased, defendants:

Affidavit having been filed in the



above entitled Cause, shewing that all the above named & above mentioned defendants excepting Alexander Ferguson Robert Smith, James Montgomery, Eliza W. Kirk, William Ralston & James E. Dennis, reside out of this State, so that the process in the above entitled Cause cannot be served upon them - Notice is hereby given to the said non resident defendants, pursuant to the Statute in such case made and provided that a bill of Complaint in the said Cause has been filed in the Circuit Court for the County of Tazewell, on the equity side thereof, by Asa Ballmudge the above named Complainant against the mentioned defendants, seeking to redeem certain lands entered by him at the land sale in Galena, in October 1839, in the name of the aforesaid William Taylor, now deceased, to secure to the said William Taylor the repayment of the money advanced by him to pay the government price of the said lands, by way of loan to the said Complainant - and praying certain relief therein mentioned that an alias writ of Summons has been issued in the said Cause returnable at the Court house in Rockford in the said County, on the fourth Monday of September next, being the twenty second day of the same month; whereunto the above named defendants are required to appear & answer the said bill of Complaint otherwise the same may be taken for confessed. Dated Rockford June 11 1851.

C. H. Spafford Clerk

Frederick H. Hamey  
Dumass.

I Austin Colton, publisher & proprietor of the "Rockford Republican Forum" a weekly public newspaper printed in Rockford Tazewell County Illinois do hereby certify that the annexed advertisement has been published for



88

weeks successively in said paper commencing June 11 1851.  
Given under my hand this 22<sup>d</sup> day of September  
1851. Austin Colton

Endorsed "Filed Sep' 23 1851."

C. T. Spafford Clerk



At a regular Term of the Circuit Court begun  
held at Rockford in the County of Winnebago and State of  
Illinois on the 22<sup>d</sup> day of September A.D. 1851.

Present the

Hon. Benj. R. Sheldon Judge  
Orin Miller Jr. State Attorney  
Peter B. Johnson Sheriff

Attest Charles W. Spafford Clerk

And afterwards to wit on the 23<sup>d</sup> day of Sep<sup>r</sup> 1851.  
It being one of the days of the aforesaid term the following  
entry was made as appears of the Court record

U<sup>s</sup>a Salmaço

E 137

Alexander Ferguson tal<sup>r</sup>

In Chancery

This day comes the Complain-  
ant by Warner & Burnap his Solicitors on their motion  
It is ordered by the Court that the Defendant answer the  
Complainant's bill herein by Monday morning next.

And afterwards to wit on the 30<sup>d</sup> day of September It being  
one of the days of the aforesaid term of Court the following  
entry was made as appears of record

U<sup>s</sup>a Salmaço

E 178

Alexander Ferguson tal<sup>r</sup>

In Chancery

This day comes the Complain-  
ant by his solicitors and the Defendants Alexander Fer-  
guson Isabella Taylor George Taylor Elizabeth Pomeroy



90

William Primrose Elspet Porter George Porter George Lear  
Robert Cutto Alexander Smith Alexander Joulleford & others  
Grave & the unknown heirs & devisees of James Duncan deceased  
being three times solemnly called come not nor any one for  
them but make default: It is therefore ordered by the Court  
that the bill of Complainant in this Cause be taken as con-  
fessed against them:-

And afterward to wit on the 10<sup>th</sup> day of October 1831. It  
being one of the days of the aforesaid term of Court the follow-  
ing entry was made as appears of records:

Asa Salmage

E-231-

In Chancery  
Thomas Primrose to & thus And now come the parties by  
their Solicitors & the Court being  
fully advised on the motion heretofore filed herein to dis-  
miss this Cause, and for a rule on the Complainant to bring  
certain monies into Court, or unless the same to which the  
ruling of the Court the Defendants except

And also on the same day of the same term the following  
entry was made:

Asa Salmage

E-232-

In Chancery  
Thomas Primrose to & thus And now come Robtson Hol-  
land & Night Solicitors & Counsellors at Law enter the  
Appearance of Thomas Primrose Robert Smith James  
Montgomery Elisha A Kirk William Catston and James  
E Dennis Defendants in this Cause



Winnabago Circuit Court

In Chancery

Thomas Primrose and  
others

ads

Asa Talmadge

The defendants Thomas Primrose,  
Elisha A. Kirk, Robert Smith,  
James Montgomery, William Palston,  
James E. Dennis, David Chalmers,  
William Littlejohn, Peter William-  
son, Charles Chalmers and Na-  
thaniel Finguhar come and file  
the following exceptions to Compt<sup>e</sup>  
bill - exceptions taken by Thomas  
Primrose defendant and the other  
def<sup>s</sup> above <sup>named</sup> ~~read~~ impleaded with  
others, to the bill of complaint of  
Asa Talmadge filed against them.

91

First exception. For that the allegations in said bill commencing  
with the word "that" on the 11<sup>th</sup> line of the first page  
and ending with the word "complaint" on the 4<sup>th</sup> line  
of the 2<sup>d</sup> page are impertinent and ought to be expunged -

Second Exception. For that the allegations in said bill com-  
mencing with the word "And" on the 4<sup>th</sup> line of  
the 2<sup>d</sup> page and ending with the word "complaint"  
on the 8<sup>th</sup> line of the 3<sup>rd</sup> page are impertinent  
and ought to be expunged

Third exception For that the allegations in said bill commencing with  
the word "And" in the 9<sup>th</sup> line of the 3<sup>d</sup> page and  
ending with the word "more" on the 18<sup>th</sup> line of the  
4<sup>th</sup> page are impertinent and <sup>ought</sup> ~~ought~~ to be expunged.



9 D  
Fourth exception For that the <sup>allegations</sup> in said bill commencing with the word "And" on the 24<sup>th</sup> line of the 6<sup>th</sup> page and ending with the word "whole" on the 1<sup>st</sup> line of the 7<sup>th</sup> page are impertinent & ought to be expunged

Fifth exception For that the <sup>allegations</sup> in said bill commencing with the word "And" in the 14<sup>th</sup> line of the 27<sup>th</sup> page and ending with the word "fraudulent" on the 28<sup>th</sup> & 29<sup>th</sup> lines of the 28<sup>th</sup> page are scandalous and impertinent and should be expunged

Sixth exception For that the allegation in said bill commencing at the word "And" on the 30<sup>th</sup> line of the 28<sup>th</sup> page and ending at the word "directions" on the 13<sup>th</sup> line of the 28<sup>th</sup> page are impertinent and ought to be expunged

Seventh exception For that the allegations in said bill commencing with the word "And" on the 14<sup>th</sup> line of the 29<sup>th</sup> page and ending with the word "lands" on the 29<sup>th</sup> line of the same page are impertinent and ought to be expunged.

Eighth exception For that the allegations in said bill commencing with the word "And" on the 30<sup>th</sup> line of the 29<sup>th</sup> page and ending with the word "purpose" on the 30<sup>th</sup> line of the 30<sup>th</sup> page are scandalous and impertinent and ought to be expunged

Ninth exception For that the allegations in said bill commencing at the word "And" on the 31<sup>st</sup> line of the 30<sup>th</sup> page and ending with the word "thereof"



"Company" on the 25<sup>th</sup> line of the 31<sup>st</sup> <sup>page</sup> are scandalous and impertinent and ought to be expunged.

93 Tenth Exception For that the allegations in the said bill commencing with the word "And" on the 26<sup>th</sup> line of the 31<sup>st</sup> page and ending with the word "thereof" on the 12<sup>th</sup> line of the 32<sup>d</sup> page are impertinent and ought to be expunged.

Eleventh Exception, For that the allegations in the said bill commencing with the word "And" on the 13<sup>th</sup> line of the 32<sup>d</sup> page and ending with the word "Thereon" on the 21<sup>st</sup> line of the 33<sup>d</sup> page are scandalous and impertinent and ought to be expunged.

Twelfth Exception For that the allegations in the said bill commencing with the word "And" on the 22<sup>d</sup> line of the 33<sup>d</sup> page and ending with the word "others" on the 5<sup>th</sup> line of the 34<sup>th</sup> page are impertinent and ought to be expunged.

Thirteenth Exception For that the allegations in said bill commencing with the word "And" in the 6<sup>th</sup> line of the 34<sup>th</sup> page and ending with the word "respectively" on the 19<sup>th</sup> line of the same page are scandalous, impertinent and ought to be expunged.

Fourteenth Exception For that the allegations in said bill commencing with <sup>the word</sup> "And" in the 32<sup>d</sup> line on the 34<sup>th</sup> page and ending with the word "and" on the 17<sup>th</sup> line of the 35<sup>th</sup> page are impertinent and ought to be expunged.



Fourteenth Exception For ~~that~~ the allegations in said bill commencing with "And" last on the 28<sup>th</sup> line of the 36<sup>th</sup> page and ending on the 32<sup>d</sup> line of the same page are impertinent and ought to be expunged

PL  
Fifteenth Exception For that the words in said <sup>bill</sup> commencing with the word "and" on the 6<sup>th</sup> line of the 37<sup>th</sup> page and ending with the word "purchasers" on the 7<sup>th</sup> line of the same page are impertinent and ought to be expunged

Sixteenth Exception For that the allegations in said bill commencing with the word "and" in the 11<sup>th</sup> line of the 37<sup>th</sup> page and ending with the word "dealing" in the 8<sup>th</sup> line of the 38<sup>th</sup> page are impertinent and ought to be expunged

Seventeenth Exception For that the allegations in said bill commencing with the word "And" in 9<sup>th</sup> line of the 38<sup>th</sup> page and ending with the word "aforesaid" in the 11<sup>th</sup> line of the 39<sup>th</sup> page are impertinent and ought to be expunged

Eighteenth Exception For that the allegations in said bill commencing with the word "and" on the 28<sup>d</sup> line of the 39<sup>th</sup> page and ending with the word "purpose" on the 25<sup>th</sup> line of said 39<sup>th</sup> page are impertinent and ought to be expunged

Nineteenth Exception For that the allegations in said bill commencing with the word "And" on the 25<sup>th</sup> line



of the 39<sup>th</sup> page and ending with the word "land"  
on the 6<sup>th</sup> line of the 40<sup>th</sup> page are impertinent  
and ought to be expunged —

95 Twenty first Exception For that the allegations in said bill com-  
mencing with the word "And" on the 7<sup>th</sup> line  
of the 40<sup>th</sup> page and ending with the word "Saffron"  
on the 10<sup>th</sup> line of the 41<sup>st</sup> page are impertinent  
and ought to be expunged

Twenty second Exception For that the allegations in said bill  
commencing with the word "And" on the 11<sup>th</sup> line of  
the 41<sup>st</sup> page and ending with the word "thereon"  
on the 6<sup>th</sup> line of the 42<sup>nd</sup> page are impertinent  
and ought to be expunged

Twenty third Exception For that the Interrogations in said bill  
commencing with the word "or" in the 10<sup>th</sup> line  
of the 44<sup>th</sup> page and ending with the word "otherwise"  
in the 22<sup>d</sup> line of the same page is imperti-  
nent and ought to be expunged

Twenty fourth Exception For that the Interrogatories in said bill  
commencing with the word "and" on the 22<sup>d</sup> line of  
the 44<sup>th</sup> page and ending with the word "do" on  
the 4<sup>th</sup> line of the 45<sup>th</sup> page are impertinent  
and ought to be expunged

Twenty fifth Exception For that the said interrogatories in said  
bill commencing with the word "and" on the 4<sup>th</sup>  
line of the 45<sup>th</sup> page and ending with the words  
"aforesaid" on the 12<sup>th</sup> line of the same page  
are impertinent and ought to be expunged



Twenty Sixth Exception For that the words in said bill commencing with the word "as" in the 19<sup>th</sup> line of the 45<sup>th</sup> page and ending with the word "vicinity" on the 20<sup>th</sup> line of the same page are impertinent and ought to be expunged

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Twenty Seventh Exception For that the words & interrogations in said bill commencing at the word "And" in the 19<sup>th</sup> line of the 46 page and ending with the word "foland" on the 23<sup>rd</sup> line of the 47<sup>th</sup> page are impertinent and ought to be expunged

Twenty Eighth ~~Exception~~ For that the Interrogations in said bill commencing with the word "And" in the 23<sup>rd</sup> line on the 47<sup>th</sup> page and ending with the word "aforesaid" on the 29<sup>th</sup> line of the 48<sup>th</sup> page are impertinent and ought to be expunged

Twenty Ninth Exception -

For that the said part of the prayer of said bill commencing with the word "And" in the 30<sup>th</sup> line of the 48<sup>th</sup> page and ending with the word "vacated" on the 5<sup>th</sup> line of the 49<sup>th</sup> page are impertinent and ought to be expunged

In all which particulars the said defendant impleaded as aforesaid humbly insists that the said Complainants bill of Complaint is irrelevant scandalous and impertinent; wherefore the said defendant impleaded as aforesaid doth except thereto and humbly prays that the impertinence and scandal of said bill of complaint Excepted to as aforesaid may be expunged with costs



Robertson Holland + Wright  
Sols for debt

97

Filed October 10<sup>th</sup> 1857

C. A. Shafford  
Clerk



Win. Cir. Court

Asa Tallmadge

vs

Alexander Ferguson

and others,

In Chancery

Masters Report on exceptions  
to the Bill of Complaint

99

To the Hon Benjamin R. Sheldon  
Judge of the Fourteenth Judicial Circuit of  
the State of Illinois

In pursuance of an order of this Court  
made in the above entitled cause at the  
last September Term of the Court whereby  
it was referred to the subscriber Master in  
Chancery in and for the County of Winne-  
bago in the State aforesaid, to look into  
the Complainants bill of Complaint  
and the exceptions taken to said Bill of  
Complaint by some of the Defendants  
named in said Bill and report whether  
said exceptions are well taken or not;

I the said Master, do hereby respectfully  
certify and report, that having looked into  
said Bill and the exceptions taken thereto  
and having duly considered the same,  
I find that the third, fourth, fifth, seventh,  
eighth, ninth, eleventh, fifteenth, sixteenth,  
seventeenth, eighteenth, nineteenth, twentieth,  
twenty first, twenty second, twenty fourth,  
twenty sixth, twenty seventh and twenty  
eighth exceptions to said Bill of com-  
plaint are well taken, and that the first,  
second, fifth, tenth, twelfth, thirteenth



fourteenth, twenty third, twenty fifth and  
twenty ninth exceptions are not well taken

All which is respectfully submitted

William Brown

Dated April 27, 1852.

Master in Chancery

Masters fees making  
Report \$300

100

Filed April 29, 1852

C. H. Spafford  
clerk



181  
On the 6<sup>th</sup> day of October 1832. It being one of the days of the September term of the Hannibal County Circuit Court the following entry was made as appears of the Court record

6 425  
Usa Salmage

Alexander Ferguson & als

In Chancery

And now come on to be heard the Defendants exceptions to the Masters report on exceptions to Bill of Complainants herein And the Court being fully advised thereon overrules the same: And the exceptions of the Complainant to said report being now heard And the Court being fully advised thereon are sustained as to the 3<sup>rd</sup> 4<sup>th</sup> 6<sup>th</sup> 7<sup>th</sup> 9<sup>th</sup> 11<sup>th</sup> & 15<sup>th</sup> & 22<sup>nd</sup> exceptions and the masters report as to them disapproved: And the said Complainants exceptions to said report are overruled so far as relates to the 8<sup>th</sup> 16<sup>th</sup> 17<sup>th</sup> 18<sup>th</sup> 19<sup>th</sup> 20<sup>th</sup> 21<sup>st</sup> 24<sup>th</sup> 26<sup>th</sup> 27<sup>th</sup> & 28<sup>th</sup> exceptions: And the last named exception of Defendant to Bill sustained:

And on the same day of the term of Court aforesaid to wit on the 6<sup>th</sup> day of October 1832 the following entry was made as appears of the Court record

6 425  
Usa Salmage

Alexander Ferguson & als

On motion of the Complainant by his Solicitor: It is ordered that the Defendant Answer herein within ten days before the next term of this Court: And it is further ordered that the other defendants Answer herein by the first day of February next.



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Winnipeg Circuit Court.  
In Chancery.

The Separate Motion of Answer,  
Defendant, to the Bill of Complaint  
filed against him, Thomas Primer and others Defendants by the  
Exhibitor Complainant.

112

This Defendant now and all times during and reserving to him all in  
of benefit and advantage of exception to the many errors and  
insufficiencies in Complainant's Bill contained for answer thereto or to  
make answer thereto, answering says that he has no knowledge of the  
formation of the Company in Scotland in said Bill of Complaint  
mentioned, nor who were their officers or what were their dealings or  
contracts with William Taylor in said Bill mentioned, nor has the  
defendant any information touching the same except what is contained  
in Complainant's Bill and in the proceedings in the Chancery suit  
therein after mentioned.

And this defendant further answering says, that the said Mr. Dalrymple  
did once reside on a part of the lands mentioned in Complainant's  
Bill, but this defendant does not know, nor was he ever informed  
of the nature of Complainant's claim, the extent thereof, and what  
particular lands was embraced in the same, nor has he any knowledge  
or information respecting the desire of the Complainant to sell or  
said land or his efforts to do so or of his dealings, transactions  
and contracts with the said Taylor respecting the same, but the  
defendant admits that said land was purchased and entered  
at the public sale of the Government of the United States the  
lands mentioned in Complainant's Bill by the said William Taylor,  
and that the Revenue Account books were made by the said William  
Taylor and that the said Taylor died several years ago and about  
the time mentioned in said Bill.



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105

was to give him a deed therefor, and the said Ferguson then gave this Defendant a written agreement to convey said Land to him upon his payment of the residue of said money as aforesaid, and this defendant further says that before the commencement of this suit he had taken possession of said Land and paid one Hundred and fifteen dollars of the purchase money and that afterwards he paid the residue thereof being one Hundred and two dollars and fifty one Cents and received a warranty deed therefor of the said Thomas Simms in whom the legal title was, which said deed bears date the 22<sup>nd</sup> day of <sup>August</sup> 1851.

And this Defendant further answering says, that at the time of his purchase of said tract of land the Complainant had abandoned the parcel of land wherein he then lived and ceased to reside therein or in the neighborhood, that there were no improvements whatever on the land sought by this defendant, and that he had no notice of the claim of the Complainant thereto at any time or at any time before the commencement of this suit and the service of summons on this defendant therein and that said parcel of land had been for a considerable time advertised for sale in the public newspapers in this neighborhood and this Defendant now knows of the Complainant's having taken any steps to prevent a sale thereof to an innocent purchaser or to make his claim known to the Public.

And this Defendant further answering says that before the purchase by him of the Land above mentioned he carefully examined the public records of said County of Minnecota respecting the title to said Land and that upon such examination he found the title of the said parcel of Land to be in the said Ferguson and no evidence of any claim or right to said parcel of Land appeared by the said Records to be in the said Complainant, where they should have appeared had he made any such claim or pretended to any such right, and this Defendant believing from the examination of said records that said title in said Land was in the said Ferguson and that he had a full and perfect right to convey the same, and finding no evidence of any claim of title in any one else, and not having any



information or notice that the Complainant claimed any interest in said parcel of land, he bought the same supposing he was acquiring undisputed title to the same.

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And the defendant further answering says that at the time of the making the supposed Contract in said Piece of Complaint mentioned and for a long time thereafter and until the 11<sup>th</sup> day of September 1835 a certain Statute Law of the State of Illinois known as "An act concerning consequences of such property Approved January 31<sup>st</sup> 1837" was in full force and effect, and that by the 5<sup>th</sup> Section of said Statute it is Enacted that, "Every due conveying real Estate which by any other instrument in writing shall appear to have been intended only as a security in the nature of a Mortgage, though it be an absolute conveyance in terms shall be considered as a mortgage, but the power or powers for when benefit may such defeasance or other writing intended to operate as a defeasance is made shall not have the benefit thereof unless the defeasance or other writing intended to operate as such shall be recorded in the Office in which the absolute due is required to be recorded within thirty days of ~~first~~ after such absolute due is recorded."

And the defendant says that the said Contract from the said Taylor to the said Complainant was not recorded in the recorder's office of Winnebago County, being the County in which said lands are situated within thirty days after the making thereof, nor was it so recorded before the purchase of said land by the defendant, nor before the defendant had paid out a large sum of money in the purchase thereof as the defendant has above stated. And the defendant insists, that by reason of the neglect of the Complainant to record his said Contract as aforesaid, before the purchase of said land and the expenditure of money thereon as above stated the said Complainant is forever precluded from setting up said Contract and dealings between him and the said Taylor as a mortgage transaction or insisting thereon in any shape against the defendant.



Recd

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And the Defendant further avers and says that at the time of the  
 supposed dealings between the said Complainant and the said Taylor  
 and the making of the contract by and between them, an Act of  
 Congress of the United States was in full force and effect which act  
 of Congress is entitled "An Act for the relief of the Squaborn of Public  
 Lands and for the suppression of fraudulent practices at the  
 public sale of the lands of the United States, Approved March 31 1830"  
 By which act of Congress it was and is among other things enacted  
 as follows, viz, "That if any person or persons shall before or at the time  
 of the public sale of any of the lands of the United States enter into  
 any contract, bargain, agreement or secret understanding with any  
 other person or persons purporting to purchase said lands to pay or to  
 give to such purchaser for such land a sum of money or other article  
 of property over and above the price at which the land may or shall  
 be bid off by such purchaser, Every such contract bargain, agreement,  
 or secret understanding and any like obligation or writing of any  
 kind whatsoever shall be and is hereby declared null and void, and the  
 Defendant insists that if  
 such contract as is in said bill stated was ever made between the said  
 Taylor and the complainant, that the same was and is repugnant and  
 contrary to and in violation of the Act of Congress above mentioned  
 and that in consequence thereof the said Complainant is forever barred  
 and precluded from setting up in his favor or claiming any benefit  
 made or through said contract.

And the Defendant further insists that more than six years have  
 expired after the making of the said supposed contract in said  
 Complainant's bill mentioned by and between the complainant and  
 the said Taylor before the commencement of this suit, and for that  
 reason the complainant is precluded from claiming any right to be  
 relieved from his agreement to pay the amount of money mentioned  
 in said contract on account of its being contrary to the aforesaid  
 act of Congress.



1882

And this Defendant further insists and submits to your Honorable Court that by the Contract set out in Complainant's Petition, it appears that said Taylor had the privilege in this election, upon the nonpayment of the money mentioned in said Contract to declare the same forfeited and at an end, and that long before the sale by the said Treasurer to this Defendant the said Treasurer, successor and grantee of said Taylor did so declare the said Contract forfeited and put an end to the same.

And this defendant further says that the attempt on the part of the Complainant to claim said Land on account of his residence in the same and improvement thereof is in derogation of the rights of the Government of the United States and its grantee and cannot and ought not to prevail against this defendant.

And this Defendant denies all unlawful combination and conspiracy in the said Bill charged without that any other matter or thing material or necessary for this defendant to make answer unto and not herein or hereto well and sufficiently answered unto, confessed or avowed, admitted or denied is true to the knowledge or belief of this defendant. All which and things this defendant is ready to aver maintain and prove as the Honorable Court shall direct, and humbly prays to be hence dismissed with his costs and charges in that behalf most successfully sustained.

James E. Davis

Robert A. McKim & Wright  
Attorneys for Defendant



1872

And this Defendant further insists and submits to your Honorable Court that by the Contract set out in Complainant's Petition, it appears that said Taylor had the privilege in this election, upon the nonpayment of the money mentioned in said Contract to declare the same forfeited and at an end, and that long before the sale by the said Treasurer to this Defendant the said Treasurer, successor and grantee of said Taylor did so declare the said Contract forfeited and put an end to the same.

And this Defendant further says that the attempt on the part of the Complainant to claim said Land on account of his residence in the same and improvement thereof is in derogation of the rights of the Government of the United States and its grantees and cannot and ought not to prevail against this Defendant.

And this Defendant denies all unlawful combination and conspiracy in the said Bill charged without that any other matter or thing material or necessary for this Defendant to make answer unto and not herein or hereby well and sufficiently answered unto, confessed or avowed, admitted or denied is true to the knowledge or belief of this Defendant. All which and things this Defendant is ready to aver maintain and prove as the Honorable Court shall direct, and humbly prays to be hence dismissed with his costs and charges in that behalf most successfully sustained.

James E. Davis

Robert McHugh & Night  
Attorneys at Law



109 Winnebago County, Ill.

I Depose me this 16<sup>th</sup> day of November  
1832. personally appeared James C. Dennis the above named Defendant  
who being duly sworn did depose and say that he has heard  
and the foregoing answer, since the contents thereof and that the  
same is true in substance and in fact except as to those matters  
there stated to be on information and belief and as to those  
matters he believes it to be true.

A. H. Spafford, Att.

Filed for Record Nov. 16<sup>th</sup> 1832.

A. H. Spafford, Att.



63

Winnipeg Circuit Court.

Sir: Chancery.

The Separate Answer of Thomas  
Winnipeg one of the Defendants to

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that Bill of Complaint against him Alexander Ferguson and other  
Defendants by Mrs. Palmadge Complainant.

This Defendant now and at all times hereafter saving and reserving  
to himself all manner of benefit and advantage of exception to  
the many errors and insufficiencies in the Complainant's said Bill  
of Complaint contained for answer thereto or such as much as he is  
advised is material to make answer thereto, answering admits that on or  
about the time mentioned in Complainant's Bill an incorporated Company  
was formed in Scotland in the Kingdom of Great Britain and that the  
second person in said Bill mentioned were Directors of said Company  
but this Defendant denies that the objects of said Company were as  
stated in said Bill but says that the same as appears by the articles  
of Incorporation signed by the members of said Company which  
correctly state the objects of their formation is as follows, "The proper  
objects and business of the Company shall be the investment of its  
capital in property and securities whether real or personal, by way of  
purchase or lease, and in Exchange Commission and agency transactions  
all to be carried on either in the United States of America or in the  
British Possessions of North America or both as shall appear to be  
most for the interest of the Company to the directors thereof for  
the time being."

And the said Defendant further answering says admits that  
a contract was made by and between the said Directors of the said  
Company and the said William Taylor substantially as set forth  
in Complainant's Bill and that the copy of said contract or agreement  
annexed to Complainant's Bill is with the exception of several  
mistakes, errors & misstatements a copy thereof.



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And this Defendant further answering admits that the said Taylor was shortly afterw<sup>ts</sup> furnished with a large amount of money by the Auction as in said Bill set forth, and that he shortly thereafter proceeded to the United States therewith to invest said money according to the objects of the formation of said Company as above set forth, And this defendant says that the said Taylor in furtherance of said objects, located at the City of St Louis in the State of Missouri and there commenced and continued to carry on up to the time of his death in said Bill mentioned, an Exchange & Brokerage, Commission and Produce business dealing in Exchange and in the purchase and sale of produce, and the said Taylor also during the same time bought large tracts of Land for the benefit of said Company in the said State of Missouri and also in the States of Wisconsin & Kentucky, and this defendant further admits that said Taylor shortly after his arrival in the United States resolved to attend the land sales at Chicago and Galena in the State of Illinois and did invest a large amount of money in the purchase of the Public lands there sold and took the title thereof in his own name, and bought large tracts of said land in his own name, but of the other allegations respecting the receipts and disbursements of the said Taylor at said land sales this defendant has no knowledge or information but this defendant utterly denies the truth of all such statements and especially does he deny that the said Taylor made any loans of money whatever at said times to any person. but he admits that the said Taylor after purchasing said lands made direct contracts with direct persons to sell them many tracts of land purchased by him at said sales, but this defendant submits to this Court that all the allegations in said Bill respecting the transactions of said Taylor in respect to other lands than the said lands claimed by the Complainant are utterly irrelevant and cannot influence the decision of this cause.



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And this defendant further answering says, that he has no knowledge of the proceeds of the said Valmadre or said lands or what was his intention & desire in respect to the obtaining the title thereof nor has this defendant any certain information thereof, and he therefore denies and the allegation in complainant's Bill respecting those matters, and requires proof thereof and this defendant has no knowledge or information respecting the dealings and contracts and transactions between the said Taylor and the complainant at before or after said land sales, other than he has derived from the written contract between them annexed to complainant's Bill, and this defendant denies that the said contract and dealings between them were other and different from what appears by said contract, and insists that the said contract is a true & perfect exposition thereof and this defendant therefore denies that there was any loaning of money by the said Taylor to the complainant or any other dealings between them than an agreement on the part of Taylor to sell complainant said land after he had bought the same and this defendant denies that the said Valmadre was the only improvements on said land beyond a small quantity of log house of no value and a small patch of ground once broken up and fenced the fence of which was removed a long time before the conveyance to this defendant.

And this defendant further answering says admits that said Taylor attended the land sales at Chicago and Galena and bought large tracts of land and made agreements with Sundry persons to sell the same to them and that among other lands he bought the lands in said Bill mentioned, and made the contract in writing to said complainant annexed to said Bill, except that no interest was required to be paid by the said contract, but all the allegations respecting a loan by the said Taylor to the complainant and other parties this defendant denies, altho this defendant cannot submit the dealings of the said Taylor with other persons can have any relevancy in this cause, and this defendant denies all the allegations of said Bill respecting the



pretended loan to him and requires proof thereof not having any knowledge or information thereof. And the defendant admits that the usual duplicate receipt was made to said Taylor and admits that some power authorized by him as is usual at said land sales to sell off the said lands for said Taylor.

And the defendant further answering admits that the complainant lived or remained in his said hut or shanty on said land until on or about the month of November 1846, when as the defendant is informed and believes the complainant left the said premises when by being expelled by writ of possession issued on a judgment in ejectment against the said complainant in favor of the said Ferguson, or voluntarily in consequence of said judgment, which judgment in favor of the said Ferguson against the complainant for the possession of the said land was entered and recorded in the Circuit Court of Mainelago County on the 20<sup>th</sup> day of April 1846 but the defendant denies that the continuance of said complainant in said shanty was or amounted to any possession of the said lands mentioned in said bill especially as the usual and ordinary acts of ownership on said land such as cultivating, sowing of crops, fencing and improving the same and paying the taxes assessed thereon were never performed by the complainant, and as to what other claims were made by the complainant in respect to said land, the defendant does not know nor has he been informed of.

And the defendant further answering admits, that Potents for said land were given to the said William Taylor in his name, and that said Taylor died in the month of March or April 1846 and a bill of said Taylor was found among his papers in substance like a copy thereof annexed to said bill. And the complainant is satisfied in supposing that the said Martin Gammon is a person, the same being a slave or estate person George Foster in said bill mentioned and that the defendant admits that said ~~bill~~ will prove admitted.



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to speculate in the State of Louisiana when the said Taylor had personal effects and was not admitted to speculate in the State of Illinois, and for what reason this defendant does not know, nor has he been informed.

And the Defendant further answering admits that at the time of the death of said Taylor two judgments of said money to be paid by said Complainant to said Taylor had fallen due and remained unpaid but this defendant denies that at said time there was no one in Illinois authorized to receive the money at or after the said time of the death of said Taylor, but this defendant says that before the death of said Taylor Alexander Bond of the City of Chicago was the agent of said Taylor for the receiving money in payment of lands sold by Taylor, and that said Alexander Bond, after the decease of said Taylor at Chicago, and the said Alexander Burgess at St. Louis, were authorized by the persons to whom said money was payable continued to and did receive the said money for said lands of persons holding contracts therefor, until the title of such lands was afterwards noted in the said Burgess, when he made the proper conveyances to such persons so purchasing as aforesaid and the said Complainant ought have done the same, and had he so had done he would have received the title thereof, and this defendant knows of no reason why he did not so pay unless it was his pecuniary inability so to do and as the said Complainant was by his said agreement to pay all taxes assessed on said land and paid to pay any taxes thrown while he remained on said land this defendant believes that he did not pay for the reason that he was unable so to do.

And this Defendant further answering admits, that the said Section of said Illinois North American Investment & Loan Company cannot the Chancery suit in said Bill of complaint be instituted and the proceedings therein mentioned be carried on, and that such proceedings are now in the State, and the decree therein mentioned



made therein and a conveyance made in pursuance of said decree by Anna M. Wright appointed Commissioner for that purpose, but this defendant has been informed and so believes, that some testimony was produced to the Court when the first decree therein was made and particularly that the Will of said Taylor was produced to said Court and some other documents tending to prove the case made by the complainants in said suit.

And this defendant further answering admits that the said Complainant remained in said Shanty after the above mentioned decree, as this defendant has herein before answered, until he was ejected therefrom as above stated, but this defendant denies as he has herein denied the possession of complainant of said land and the defendant may have made some claim of title or interest in said Land of which this defendant is not advised, but as the said Complainant had in every respect failed to perform his said contract, he had long before that time forfeited all right under the same.

And this defendant further answering admits that on the 26<sup>th</sup> day of June 1848 the said Ripenda Ferguson made a contract with Robert Smith in said Bill mentioned to sell him the East half of the South West quarter and the East half of the North West quarter of Section Twenty five in said Bill mentioned, and gave him a written contract to sell and convey to him the said lands upon his paying to him the sum of Six hundred and forty dollars, as follows: the sum of two hundred dollars on the first day of November thereof and the residue with interest on each payment in two equal installments of one hundred and twenty dollars each on the 1<sup>st</sup> day of November 1849 and the 1<sup>st</sup> day of November 1850. The said Smith also paying all taxes and assessments assessed on said lands.

And this defendant further answering says that said Smith entered into immediate possession of said lands and improved the same and paid the installments of his purchase money about the time they



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yet due and before the commencement of this suit had paid all said purchase money except thirty dollars thereof which was paid on the 15<sup>th</sup> day of March 1851 and that about the 25<sup>th</sup> day of August 1851 the said lands were conveyed by Warranty deed by this defendant in whom the title then was, to said Smith & they paid all the purchase money and the Taxes thereon.

And this defendant further answering says that on or about the 25<sup>th</sup> day of June 1853 the said Ferguson made a contract to sell a part of said land to wit the West half of the South East quarter, and the North East quarter of the South East quarter of said Section thirty four in said Pile mentioned to James Montgomery in said pile mentioned. That by a written contract then made, it was agreed to sell the said lands to said James Montgomery for the sum of four hundred and eighty dollars, the payment by the said Montgomery of said sum to be One Hundred and fifty dollars on the first day of November 1853 and one Hundred and fifty five dollars on the first day of November 1854 and One Hundred and fifty five dollars on the first day of November 1855 with interest thereon and that upon the payment of said monies and the payment of all taxes and assessments on said lands the said Ferguson was to make a conveyance of said land to said Montgomery.

And this defendant further says that the said Montgomery entered into the possession of said lands immediately thereafter and commenced improving the same and that he has fully paid up all the money mentioned in said agreement, and received a Warranty deed thereof by this defendant in whom the title to said land then was, that all of said purchase money but the sum of One Hundred and fifteen dollars and fifty three cents was paid before the commencement of this suit and the last mentioned sum afterwards and on or about the 25<sup>th</sup> day of August 1851 when the aforesaid deed was made.

And this defendant further answering says that on or about the 25<sup>th</sup> day of November 1853 the said Ferguson by his deed of that date conveyed the West half of the North West quarter of Section thirty four in said



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I was questioned to Eliza A. Wick, that the defendant further says that said conveyance was made in fulfillment of a contract by made by the said Ferguson with the said Wick on the 26<sup>th</sup> day of November 1849, agreeing to sell the said parcel of land to said Wick for the sum of three hundred and twenty dollars, with interest on the same and the said Wick having paid all the purchase money and performed his agreement the said Ferguson conveyed said land to her at the time above mentioned.

And this defendant further answering says, that on or about the 27<sup>th</sup> day of April 1849 the said Ferguson entered into a contract with the said William Ralston to convey unto him the South West quarter of Section Thirty four and the West half of the North west quarter of Section Thirty five in said lot mentioned for the sum of three hundred and sixty dollars to be paid, three hundred and twenty dollars down, the like amount within one year thereof and the like amount within two years thereof with interest on the same and all taxes and assessments thereon, that the said Ralston upon the delivery of the said contract paid the said sum of three hundred and twenty dollars, and immediately entered into possession of said lands and commenced improving the same, and before the commencement of this suit paid the sum of three hundred and fifty eight dollars and forty cents and afterwards on or about the 5<sup>th</sup> day of May 1851 paid the residue of the amount due on said land and on the 3<sup>rd</sup> day of August 1851 this defendant by his warranty deed of that date conveyed said land to said Ralston.

And this defendant further answering says that on or about the twenty seventh day of June 1849 the said <sup>Wm</sup> Ferguson gave a written contract to said James E. Dennis to sell him the South East quarter of the South East quarter of Section thirty four in said lot mentioned for the sum of five hundred dollars, fifty dollars being upon the delivery of said contract, and seventy five dollars thereof in



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one year and seventy five dollars in two years from that date with  
interest on all future payments and the said Dennis to pay the  
taxes of that and all subsequent years, that immediately thereafter  
the said Dennis entered into possession of the said land, paid  
all taxes thereon and before the commencement of this suit has  
paid the sum of One Hundred and fourteen dollars and since has  
paid up the balance of said purchase money amounting to One Hundred  
and two dollars and fifty one cents and received a Warranty deed  
from the Defendant to said parcel of land (he being the grantee  
of the said Ferguson) and now holds the same under said deed.

And this defendant further answering says that he was not  
acquainted thereof at the time of the proceedings in said Circuit Court  
in the said above mentioned Chancery suit in behalf of the said  
Abraham North American Loan and Investment Company, but that he  
has now been very fully advised and informed respecting the same.  
And upon such information and advice as to the object of said suit  
this defendant denies all fraud in the commencement, management,  
and prosecution of said suit either in act or intent and wholly and  
unqualifiedly denies all fraud of every kind or description in the  
said proceedings, And this defendant also has been informed and knows  
that the said suit was instituted, commenced conducted and carried  
on for and with the honest & proper intention of procuring the appointment  
of a Trustee in the place of Taylor who has died, and that said  
deed truly found that said lands were purchased by the said  
Taylor with the monies of the said Company in his own name but  
as the Agent of and in trust for said Company and this defendant  
denies all the allegations in said Bill to the contrary thereof.

And this Defendant further answering says, that the said Will  
of the said William Taylor was produced in Court in the said Chancery  
suit to prove the same thereof, that as the case was presented to said  
court, the legal effect of said Will, was not in question before the  
Court in said suit, and this defendant, submits that the effect



of said Bill is a question of Law upon which the defendant is not fully advised, and the defendant further submits, that the question of the validity of said Bill in no manner touches the rights of the Complainant in said Suit, and that therefore an important mistake in the finding in said decree as to effect in merely saying the rights of the parties cannot be brought in question in this Suit.

And the defendant further answering says that the contract, referred to in said decree was by their terms, and in fact as the defendant has been informed believes, and insists, were contracts of sale and nothing else, but the defendant submits to your Honorable Court that the legal effects of said contracts between the said Seller and the said Complainant and other persons holding such contracts did not come in question in said Chancery Suit and that if the said account of said Bill in that respect should be wrong the Complainant would in no respect prejudice thereby and could not for that reason allege fraud in respect to said decree and proceedings.

And the defendant further answering denies as he has before denied that there was any fraud in the said proceedings, but insists that every step thereof was legal fair and honest and submits that the same could not be considered fraudulent for any such reason as is alleged by complainant.

And the defendant further answering says and submits to your Honorable Court that the course of proceedings recommended by the Complainant in this Bill as proper for the Complainant in said Chancery Suit was not such as the said Company chose to adopt, acting under the advice of competent counsel, but they chose for themselves a course of proceedings different from the one recommended by the Complainant as they insist they will right, and the defendant submits whether the said course alleged by the Complainant as the only regular, lawful and proper & honest



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made is or as alleged by the Complainant and whether the said statement is not a question of law.

And this defendant further answering says, that he has no knowledge nor has he been informed what sum was demanded of the Complainant for said land, but this defendant supposes that as the said Complainant by reason of his failure to pay the installments of said purchase money long before that time due by reason of which said contract had become forfeited by said Complainant the said Ferguson might have offered to sell him the said land at the price in said bill mentioned and this defendant admits that said Complainant declined to pay said sum or any other sum for said land and that said Ferguson obtained the judgment in ex parte above mentioned and enforced the same and advertised in the public newspapers the said lands for sale and kept them so advertised until sale was made thereof as above stated and this defendant has never heard or been informed that during all that time that said lands were so advertised that the Complainant took any steps to make his claim to said lands public or to prevent the sale thereof to innocent purchasers.

And this defendant further answering says that he does not know how willing or desirous the said defendant may have been to pay said money but this defendant says that he never did pay said money and never offered so to do, and that said defendant never even paid the taxes assessed upon said land while he lived on the same and this defendant does not believe that the said Complainant has ever since the entry thereof been able to pay for said land.

And this defendant admits that the said Complainant was not made a party to said Chancery suit and insists that he was not a necessary or proper party thereto, that the said proceedings have no effect whatever upon the rights of the Complainant, were not taken for a different purpose, and that said Complainant was not to have been a party to said suit.



And this defendant further answering admits that the said  
 Ferguson and wife conveyed to this defendant the same lands  
 mentioned in said Bill at the time mentioned therein, and this  
 defendant insists that afterwards he became the legal owner of  
 said lands and the title thereof is in him and this defendant says  
 that he had not at the time of said conveyance, nor had until the  
 commencement of this suit any notice of the right title or interest  
 of the complainant, and for lack of such notice this defendant  
 insists that said complainant cannot set up his claim to said  
 lands against this defendant.

And this defendant further answering says that he is not aware  
 of the motion which influenced the complainant in said Chancery suit  
 to substitute the same but that he believes that they were not, and therefore  
 denies that they were as stated by complainant in his said Bill  
 and in proof that they were not, this defendant shows that the said  
 Chancery suit was commenced carried on and determined long before  
 the decision of the Supreme Court in the case of *Chaplin vs Ferguson*  
 and that the said complainants and their agents were until said  
 decision fully expected that it would have been the other way, and  
 they now believe that said decision was in violation of an act  
 of Congress and subject to be reversed in the Supreme Court of  
 the United States.

And this defendant further answering says that at the time of the  
 making the contract in said Bill of Complaint mentioned and for a long  
 time thereafter and until the 10<sup>th</sup> day of September 1845 a certain Statute  
 Law of the State of Illinois known as "An Act concerning Conveyances of  
 Real Property" passed January 31 1827 was in full force and effect and  
 that by the 5<sup>th</sup> section of said Statute it is enacted that "Every deed  
 conveying real estate which by any other instrument is intended shall  
 appear to have been intended only as a security in the nature of a  
 mortgage though it be an absolute conveyance in terms shall



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to be considered as a mortgage, but the power or powers for release benefit any such defeasance or other writing intended to operate as a defeasance or release shall not have the benefit thereof unless the defeasance or other writing intended to operate as such shall be recorded in the Office in which the absolute deed is required to be recorded within thirty days after such absolute deed is recorded."

And this defendant says that the said contract from the said Taylor to the said Complainant was not recorded in the Recorder's Office of Hinds County (the County in which said lands are situated) within thirty days after the making thereof, nor was it so recorded.

And this defendant insists that by reason of the neglect of the complainant to record this said contract as aforesaid the said complainant is forever precluded from setting up said contract and dealings between him and the said Taylor as a mortgage transaction or insisting thereon in any shape against this defendant.

And this defendant further answering says that at the time of the dealings between the said complainant and the said Taylor and the making of the contract by and between them an Act of Congress of the United States was in full force and effect which Act of Congress is entitled "An Act for the relief of purchasers of public land and for the suppression of fraudulent practices at the public sale of the Lands of the United States Appended Hereto Or West. by which Act of Congress it was and is among other things enacted as follows, viz., "That if any person or persons shall before or at the time of the public sale of any of the Lands of the United States enter into any contract, bargain, agreement or secret understanding with any other person or persons proposing to purchase said lands, to pay or to give to such purchaser for such lands a sum of money or other estate of property, over and above the price at which the lands may or shall be bid off by such purchaser, every such contract, bargain, agreement or secret understanding, and every bond obligation or writing of any kind or kindred thereto made upon or growing out of the same shall be



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withly paid and paid," and the defendant insists that if such contract as is in said Bill stated was ever made between the said Taylor and the Complainant that the same was and is repugnant and contrary to and in violation of the act of Congress above mentioned and that in consequence thereof, the said Complainant is forever barred and precluded from setting up in his favor or claiming any benefit made or through said contract.

And the defendant further insists that more than six years had expired after the making said contract in said Complainant's Bill mentioned by and between the complainant and said Taylor before the commencement of this suit and for that reason the Complainant is precluded from bringing any suit to be relieved from his agreement to pay the amount of money mentioned in said contract in account of its being contrary to the aforesaid Act of Congress.

And the defendant further insists and submits to your Honorable Court that by the contract set out in Complainant's Bill it appears that said Taylor had the privilege in his charter upon the nonpayment of the money mentioned in said contract to declare the same forfeited and at an end, and that long before the sale by the said Ferguson to the defendant the said Ferguson successor and grantee of said Taylor did so declare the said contract forfeited and put an end to the same.

And the defendant further says that the attempt on the part of the Complainant to claim said land on account of his residence on the same and improvement thereof is in derogation of the rights of the Government of the United States and its grantee and cannot and ought not to prevail against this defendant.

And this defendant denies all unlawful combination and conspiracy in the said Bill charged without that any other matter or thing material or necessary for the defendant to state.



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cannot make and not herein or hereby well and sufficiently  
enrolled note, confessed or avoided, returned or denied in time  
to the knowledge or belief of this defendant.

All which matters and things this defendant is ready to aver  
and maintain in this Honorable Court shall direct and finally  
grant to be heard dismissed with his costs and charges in that behalf  
most wrongfully sustained.

The foregoing answer to the Complaint of this Petitioner  
is respectfully submitted to the Court by.

Thos. Pinrose.

Notation Admitted & Right  
Lester Cole,

Sh. of Missouri  
County of St. Louis 3d.

Thomas Pinrose being duly sworn, on his  
oath says that he believes the matters and things as stated in the  
foregoing answer to be true.

Thos. Pinrose.

Shewn to me subscribed before me the Clerk of the Circuit Court  
within and for the County of St. Louis this fifth day of November  
A.D. 1853. On testimony whereof I have hereunto set my hand and  
affixed the seal of said Court at Office in the City of St. Louis the  
day and year last aforesaid.

A. J. Green. Clk.

Not.



State of Missouri  
County of St. Louis. 3rd.

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I Witness me this 1st day of December 1852  
personally appeared Thomas Whirso the above named defendant who  
being duly sworn did depose and say that he has read the foregoing  
answer, knows the contents thereof and that the same is true in substance  
and in fact, except as to those matters therein stated to be on information  
and belief and as to those matters he believes it to be true.

Given to and subscribed before Me this 1st day of December 1852.  
Wm. H. H. H. H.  
Justice of the Peace.

State of Missouri  
County of St. Louis. 3rd.

John P. Shaw Clerk of the St. Louis  
County Court, Certify that Wm. H. H. H. H. (whose name is signed  
to the foregoing Affidavit) was on the day of the date thereof a  
justice of the Peace in and for said County duly commissioned and  
sworn that his said signature is genuine, and that full faith is due  
all such his official acts.

In testimony whereof I hereunto set my hand  
and affix the Seal of said Court at Office  
in St. Louis the first day of December 1852.  
John P. Shaw Clerk.  
By J. H. H. H.

Enclosed Filed Nov 16 1852

C. H. Spafford Clerk



Winnipeg Circuit Court  
in Chancery

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The Separate answer of  
James Montgomery de-  
fendant to the bill of Complaint  
filed against him Thomas Phipps  
and other defendants by Adam  
Salmonds complainant

This defendant saving and reserving to himself all  
manner of benefit of exception to the many errors and in-  
sufficiency of Complainant's bill for answer thereto  
or to so much thereof as he is advised it is material  
for him to, make answer unto answering says that  
excepting he is advised by the Complaint bill herein  
and the proceedings in the Chancery Court hereinafter  
mentioned he has no knowledge or information  
of or respecting the formation of the Company in  
Scotland as therein mentioned or of its dealings  
with the said Taylor <sup>or of the acting and doing of the said Taylor</sup> themselves  
And this defendant further <sup>answering</sup> says that he has no  
knowledge or information of any of the dealings or  
contracts by and between the complainant  
and the said Taylor or of the acquisition of  
the said Taylor upon said parcel of land other  
than through the Complainant's bill herein  
excepted as is hereinafter stated  
And this defendant further answering says that  
some proceedings were had on the Chancery side  
of the Winnipeg Circuit Court wherein David  
Chalmers & others were complainants and Alexan-  
der Ferguson and others were defendants the  
effect of which was to vest the legal title of said



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land mentioned in complainants bill & other land in the said Ferguson, but for the particulars of those proceedings this defendant refers to a record thereof remaining in the said Hennepin County Court. And this defendant further answering says that he has no knowledge nor has he been informed of any <sup>fraud</sup> ~~fact~~ whatsoever in the prosecuting conducting and management of those proceedings but on the contrary thereof this defendant swears and says that he has always on all occasions been informed & advised that those proceedings were fair honest and correct and without any fraud whatsoever and that in full confidence that such was the fact in respect to those proceedings this defendant has been inclined to buy and has bought the parcel of land herein-after mentioned the said proceedings forming a link in his <sup>chain</sup> ~~chain~~ of title thereto and he now submits and insists that said proceedings ought not for that reason to be impeached to the prejudice of this defendant.

And this defendant further answering says that on or about the 26<sup>th</sup> day of ~~Sept~~ <sup>Sept</sup> 1848 he bought the west half of the ~~main~~ <sup>lot</sup> East quarter and the north East quarter of the north East quarter of section thirty four described in said bill & a part of said land in said bill mentioned that he paid on the 18<sup>th</sup> day of November next at after the time of the purchase the sum of One hundred & fifty Dollars on or about ~~or order~~ about the 21<sup>st</sup> day of November 1849 the sum of sixty dollars on the second day of October 1850 the sum of One hundred Dollars & on the



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first day of November 1850 the sum of one  
 hundred Dollars and the remainder being one  
 hundred & fourteen dollars & sixty three cents on or about  
 the 28<sup>th</sup> day of August 1857 when he received a  
 Warrant Deed from Thomas Primrose in whom  
 the legal title then was of said land, that  
 since his said purchase of said land and  
 before the filing of Complainant's bill & before he  
 had any notice of his claim he had paid in  
 buying said lands & in the permanent improvements  
 there of the sum of Five hundred & thirty dollars  
 being Four hundred and ten dollars purchase  
 money and one hundred and twenty doll-  
 -ars in breaking and fencing said land & that  
 this defendant from the time of his aforesaid  
 purchase has paid all taxes and assessments  
 on said land which amount to fifteen dollars  
 also since the commencement of this suit this  
 defendant pay that the aforesaid sum of one hun-  
 -dred & fourteen dollars and sixty three cents and about  
 sixty Dollars in improving said lands, that at the  
 time of and before said purchase this defendant  
 examined the public records fully with a view to  
 ascertain fully the state of the title of said land  
 and that by such examination he found the  
 title thereof to be in the said Ferguson and no  
 evidence whatever of any claim right or interest  
 in the same in the complaint appeared of him  
 that had this defendant been advised that the  
 said complainant claimed an interest in  
 said land he would have not bought the same  
 or any part thereof, and this defendant in

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lists that in respect to the said lands he is an  
 innocent purchaser without any notice of complai-  
 nents instant or pretended instant therein  
 And this defendant further answering says that  
 before the purchase by him of said lands above  
 mentioned he had been aware that the complainant  
 had <sup>once</sup> ~~once~~ been in possession of said lands or a part  
 thereof and had once claimed some instant therein  
 and this defendant never knew nor had he ever been  
 informed of the precise instant claimed by the compl-  
 -aintant and that before he purchased the said lands  
 which he did purchase the said complainant as this  
 defendant has been informed & believes I found Robert  
 Smith one of the defendants herein that he had  
 relinquished and abandoned all claims which  
 he had <sup>ever</sup> pretended to have in the said premises  
 And this defendant says that he has been informed  
 and believes that said Smith when so informed  
 by the complainant was endeavoring to purchase  
 a part of the land in said complainant's bill  
 mentioned & made the said inquiry of him  
 to ascertain whether he made any claim to said  
 land and at said time advised the compl-  
 aintant of his intention to purchase a part of said  
 land and that upon such occasion he the said  
 Smith was advised by the said complainant  
 to buy said land and was informed by him that  
 he never should make an attempt to procure  
 the title to said land and this defendant says  
 that at the said time the said Smith so con-  
 versed with the complainant as aforesaid this  
 defendant was also negotiating for the pur-



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=chase of said land and that said conversation  
 was made to the said Talmadge complainant  
 as well on behalf of the defendant, or of the said  
 Smith and as well in respect to the land bought by  
 this defendant as in respect to land bought by  
 said Smith as this defendant is informed or believes  
 and this defendant says that in consequence of the  
 advice and statements made by said complainant  
 to said Smith this defendant was induced  
 to buy and did buy said land as he has above  
 stated. And this defendant further states that  
 the said complainant long before the purchase  
 of said land by this defendant had quit and  
 abandoned the possession of said land by this  
 and that there was no improvements or what so ever  
 there of any value, that all the improvements  
 this defendant ever had any knowledge of  
 was a rude log hut or shanty of no value and  
 a small piece of land broke up and of about  
 ten acres but that long before the purchase  
 of this defendant the said fence was rem-  
 oved and taken away that the said hut was  
 not on the land bought by this defendant  
 and the said breaking was of no value what so  
 ever at the time of said purchase.

And this defendant further answering says that  
 at the time of the making of the supposed con-  
 tract in said bill mentioned and for a long  
 time thereafter and until the 10<sup>th</sup> day of September  
 1845 a certain Statute law of the State of Illinois  
 known as "an act concerning conveyances of  
 real property," approved January 1<sup>st</sup> 1827  
 was in full force and effect & that by the



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8<sup>th</sup> Section of Said Statute it is enacted that "any Deed conveying real estate which by any other instrument in writing shall appear to have been intended only as a security in the nature of a mortgage though it be an absolute conveyance in terms shall be considered as a mortgage; but the person or persons for whose benefit any such defeasance or other writing intended to operate as a defeasance is made shall not have the benefit thereof unless the defeasance or other writing intended to operate as such shall be recorded in the office in which the absolute deed is required to be recorded within thirty days after such absolute is recorded"

And this defendant saith that the said contract from the said Taylor to the said complainant was not recorded in the Recording office of Winnebago County, the county where said land is situated within thirty days after the making thereof nor was it recorded before the purchase of said land by this defendant nor before this defendant had paid out large sums of money in the purchase and improvement thereof as he has above stated and this defendant insists that by reason of the neglect of the complainant to record his aforesaid contract before the purchase of said land and the expenditure of moneys thereon by him as above stated the said complainant is forever precluded from setting up said contract and dealings between him and the said Taylor as a mortgage transaction or insisting thereon in any shape



Met

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against this defendant and this defendant  
further answering says that at the time of the  
supposed dealings between the said complain-  
ant and the said Taylor and of the making  
of the contract by and between them  
an act of the Congress of the United States  
was and still is in full force and effect  
which act of Congress is entitled an act for  
the relief of the purchasers of public land  
and for the suppression of fraudulent prac-  
tices at the public sales of the lands of the United  
States approved March 31<sup>st</sup> 1830 by which act  
of Congress it was and is among other things  
enacted as follows viz<sup>t</sup> That if any person or  
persons shall before or at the time of the public  
sale of any of the lands of the United States enter into  
any contract bargain agreement or secret understand-  
ing with any other person or persons proposing to  
purchase such lands to pay or give to such  
purchasers for such lands a sum of money  
or other articles of property over and above  
the price at which the land may or shall  
be bid off by such purchaser every such con-  
tract bargain agreement or secret understand-  
ing every bond obligation or writing of  
any kind whatever founded upon or growing  
out of the same shall be utterly null and void  
and this defendant insists that if such con-  
tract as is in said complainant's bill stated  
was ever made between the said complainant  
and the said Taylor that the same was  
and is repugnant and contrary to and



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180  
in violation of the act of Congress above  
mentioned and that in consequence thereof  
the said complainant whereby forever barred  
& precluded from setting up in his favor  
or deriving any benefit under or through said  
contract. And this defendant further  
insists that more than six years had expir-  
ed & elapsed after the making of the said support  
contract in said complainant's bill mentioned  
by and between the complainant & the said Taylor  
before the commencement of this suit and  
for that reason the complainant is precluded  
from bringing any suit to be relieved from  
his agreement to pay the amount of money menti-  
oned in said contract on account of its being  
contrary to the aforesaid act of Congress,  
And the defendant further insists and submits  
to your honorable court that by the contract  
set out in complainant's bill it appears that  
said Taylor had the privilege in his election upon  
the non payment of the money mentioned in said  
contract to declare the same forfeited and at an  
end and that long before the <sup>city sale</sup> by the said Fer-  
guson to this defendant the said Ferguson suc-  
cessor and grantee of the said Taylor did so  
declare the said contract forfeited and put  
an end to the same.

And this defendant further answering insists  
that the attempt on the part of the complainant  
to ~~claim~~ <sup>claiming</sup> said land on account of his residence  
there and improvement of the same is in derogation  
of the rights of the government of the United States



11x

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and its parties and ought not to prevail against  
this defendant. And this defendant <sup>denies</sup> all unla-  
ciful combination and confederacy in the said  
bill charged, without that or any other thing material  
or necessary for this defendant to make answer  
unto and not herein or hereby will and sufficiently  
answered unto confessed or avoided ~~traversed~~ or denied  
is true to the knowledge or belief of this defendant.  
All which matters and things this defendant  
is ready to avow maintain and prove as  
this Honorable Court shall direct and  
humbly prays to be here dismissed with  
his reasonable costs and charges in that  
behalf most wrongfully sustained.

James Montgomery  
Robertson Holland Wright  
deft sales

Winnebago County ss

Before me this 18<sup>th</sup> day  
of November 1832 personally appeared James  
Montgomery the above named defendant  
who being duly sworn did depose and say that  
he had read and read the foregoing answer knew  
the contents thereof and that the same is true  
in substance and in fact except as to those  
matters therein stated to be on information &  
belief and as to those matters he believed  
it to be true.

Attest  
C. H. Spafford Clerk  
Endorsed "Filed Nov 15<sup>th</sup> 1832"  
C. H. Spafford clerk



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Winnebago Circuit Court In Chancery

The separate answer of Elisha  
- O. Kirk defendant to the bill  
of Complaint of Abel Palmer  
- dco complainant against  
him Thomas Primerow and  
others defendants

This defendant now and hereafter at all times saving  
and reserving to himself all manner of Benefit  
and advantages of exception <sup>to</sup> <sup>the</sup> <sup>manner</sup> of the errors and in-  
sufficiency in the said complainants bill of comp-  
- plaint continued for answer thereto or unto  
so much or such parts thereof as this defendant  
is advised it is natural for him to make answer  
unto answers and says that he has no knowledge  
or information other than he has heard from  
complainants bill and the proceedings in the other  
cause hereafter mentioned of or about the formation  
of the Abundant North American Loan & Investment  
Company who their officers were the objects of said  
company or of the dealings with the said Taylor  
And this defendant further answering admits  
that about the year 1839, and from that time  
to sometime in the year 1846 the said com-  
- plaint, tried one of the fences or a part of the  
land mentioned in his said bill, but the said  
complaints had no improvement of any con-  
- siderable value on any of said land and this defendant  
denies that he ever had any improvement what-  
- ever on the piece of land hereafter mentioned  
bought by this defendant and this defendant  
says that about the year 1846 the complainant

Kirk's Answer  
137  
all

Kirk's answer



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A24

left said land and afterwards ceased to reside  
thereon, but this <sup>though he</sup> defendant does not know nor  
has he been informed otherwise than by complain-  
-ants said bill what interest or right the said  
complainant claimed in the said land or the  
extent thereof. And this defendant further answer-  
-ing admits that the land in said bill described  
was entered and purchased by the said Taylor  
in his own name & this defendant has been informed  
that he entered the same for the said Talmadge,  
and this defendant further answering says that  
he has no knowledge whatsoever nor has he  
been informed except by the said bill what were  
the dealings between the said complainant and  
the said Taylor or of any of the circumstances or  
the particulars thereof nor of the contract betw-  
-een them as set forth in said bill.  
And this defendant further answering says that  
he has been informed and believes that some  
proceedings were had in the Hanniball Circuit  
Court on the Chancery side thereof by certain  
persons whose names he does not now recollect  
but believes by David Chalmers and others for the  
purpose of vesting the legal interest of said land  
mentioned in Complainant's bill and a large nu-  
-mber of other tracts of land in one Alexander  
Ferguson but this defendant has no precise in-  
-formation in respects to those proceedings and  
begs leave to refer to the record of said proceedings  
now remaining in the Circuit Court of said County  
of Hanniball for proof thereof.  
And this defendant's further answering says that he  
has no knowledge or information respecting the all-



1848

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eged fraud mentioned in complainants bill practised in the carrying on and conducting these proceedings this defendant admits that the conveyance in said bill mentioned was made by the said James M. Wright commissioned & appointed by said court for that purpose to the said Alexander Ferguson.

under the decree of said court, but this defendant states comes and insists that he has purchased the tract of land mentioned in said bill of complainants that the proceedings and a part of his title to the said parcel of land, which was bought in confidence that said proceedings were valid and correct until this Defendant had paid a large sum of money for said land and had laid out a large sum in the improvement thereof was he advised or had he received the faintest intimation from any source that there was any fraud practised in the said proceedings and this defendant insists that his right to said land having vested in him under said proceedings he being an innocent purchaser without notice, the said decree cannot now be impeached or set aside to his prejudice.

And this defendant further answering says that on or about the 22<sup>d</sup> day of November 1848 the said Ferguson sold to this defendant and conveyed to this defendant the west half of the south west quarter of section thirty five in township forty five north range two east of third principal meridian on or about the twenty <sup>second</sup> day of November 1848.

And this defendant further answering says



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that he paid at the time of the said sale a part of the purchase money & at the time of the conveyance of said land the residue which on the whole amounted to about three hundred and twenty dollars which was a full and fair price therefor that at said time and for a long time before and always since the same was known to this defendant the said parcel of land had been unoccupied without any improvements thereon whatsoever, that since the said purchase this defendant has built a house and made other permanent improvements on said land of a value and at an expense of not less than seven hundred or eight hundred dollars besides enclosing said land and expending a very considerable sum of money not less than one hundred and fifty dollars in the cultivation thereof that previous to the purchase of said land by this defendant he was careful to make particular examination of the state of the title to said land <sup>with</sup> ~~in the~~ said Ferguson in the public Records of Minnibago County that by such records the title thereof appeared to be in the said Ferguson and no one else, that no evidence whatever of any claim to said land by the said defendant appeared of record and this defendant in full confidence that said title in said land was in the said Ferguson, bought said land paid for the same and made the improvements thereon as above mentioned, and this defendant says that he had not until after he paid for said land and said



1827  
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out the large sum of money in improving said land any notice of the claim or pretended rights of the complainant thereto, and that had he before the purchase of said land any notice or the faintest idea of any such claim this defendant would never have bought the same and this defendant in part says that the complainant at the time he left said land told this defendant he had abandoned his claim to it —

And this defendant further answering says that at the time of the making the contract in said bill of Complaint mentioned and for a long time after and untill the tenth day of September 1845, a certain Statute Law of the State of Illinois known as an act concerning conveyances of Real property approved January thirty first 1827 was in full and effect and that by the 8<sup>th</sup> Section of said Statute it is enacted that "Every deed conveying Real Estate which by any other instrument in writing shall appear to have been intended only as Security in the nature of a mortgage though it be an absolute conveyance in terms shall be regarded considered a mortgage; but the person or persons for whose benefit any such defeasance or other writing intended to operate as a defeasance is made shall not have the benefit thereof unless the defeasance or other writing intended to operate as such shall be recorded in the office in which the absolute deed is required to be recorded within thirty days after such absolute deed is recorded — And this defendant says that the said contract from the said Taylor to the said com-



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tenant was not recorded in the records of the office of the County of Hennepin within thirty days after the <sup>making</sup> ~~making~~ thereof nor was it recorded before the purchase of said land by the defendant, as above stated nor before he had laid out a large sum of money in improving said land as he has above stated and this defendant ~~furth~~ insists that by reason of the <sup>neglect</sup> ~~neglect~~ of the complainant to record his said contract as aforesaid before the purchase of said land and expenditure of money thereon as above stated the said complainant is forever precluded from settling up said contract & dealings between him & the said Taylor as a mortgage transaction or writing upon the same in any shape against this defendant.

And this defendant further answering says that at the time of the supposed dealings between the said complainant & the said Taylor and the contract by and between them and act of the Congress of the United States was and still is in full force and effect which act of Congress is entitled "an act for the relief of the purchaser of public lands and for the suppression of fraudulent <sup>practices</sup> ~~practices~~ at the public sale of the lands of the United States" approved March 31<sup>st</sup> 1830 by which act of Congress it is and was among other things granted as follows "viz" that if any person or persons shall before or at the time of the public sale of any of the lands of the United States enter into any contract bargain <sup>agreement</sup> ~~agreement~~ or understanding with any other person or persons proposing to purchase said land to pay or give



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to such purchaser for such land a sum of money or other article of property, over and above the price at which the land may or shall be bid off by such purchaser, every such contract bargain agreement secret understanding and every bond obligation or writing of any kind whatsoever founded upon or growing out of the same shall be utterly null and void, and this defendant insists that if ~~any~~ such contract was made as is in said complaint, bill stated was ever made between said complainant and the said Taylor that the same was and is repugnant & contrary to and in violation of the act of Congress above mentioned and that in consequence thereof the said complaint is thereby forever barred & precluded from setting up in his favor or claiming any benefits under or through said contract, and further that more than six years had elapsed after the making said contract before the commencement of this suit whereby the complainant is precluded from bringing an action to set aside said contract.

And this defendant further insists that the attempt on the part of the defendant to ~~claim~~ <sup>claim</sup> the said land on account of his residence on the same and improvement thereof is a derogation of the rights of the government of the United States and it grants and cannot and ought not to prevail against this defendant and this defendant also insists that by said contract mentioned in complaint bill the said Taylor reserved the right



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of declaring the same forfeited for the nonpayment  
of the moneys therein mentioned, and that Alexander  
Harrison grant of said Taylor had declared the  
same forfeited to the complaint long before the pur-  
chase by this defendant, and this defendant  
denies all unlawful combination and confed-  
eracy in the said bill charged without that,  
any other whether or they material or necessary  
for these defendants to make answer unto and  
not herein or hereby will or sufficiently an-  
swered unto confessed or avowed towards traversed  
or denied is true to the knowledge or belief of this  
defendant — All which matters and things  
this defendant is ready to aver <sup>maintain</sup> and prove  
as the honorable Court shall direct and humbly  
prays to be herein dismissed with his reasonable  
costs and charges in that he hath most wage-  
fully sustained,

E. A. Kirk

Robertson Holland & Wright  
defts

Winnebago County ss.,

Before me this 12<sup>th</sup> day  
of November 1852 personally appeared Eliza  
A. Kirk the above named defendant who being  
duly sworn did depose and say that he had heard  
the foregoing answer read knows the contents thereof  
& that the same is true except as to those matters there-  
in stated to be on information & belief and as to those  
matters he believes it to be true

C. H. Spafford Clerk

End of said Taylor's case

C. H. Spafford clerk



Winnebago Circuit Court

In Chancery

The separate answer of  
William Pulston one of the  
defendants to the bill of com-  
plaint filed against him  
and Thomas Primrose and  
others by Ussu Talmadge  
Complainant

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This defendant now and at all times hereafter  
saying and reserving to himself all manner of benefit  
and advantage of exception to the many errors and  
insufficiencies in the complainants bill of complaint  
contained for answer thereto or to so much thereof  
as it is material for this defendant to make answer unto  
answering says that he has no knowledge of the  
formation of the company in Scotland mentioned in  
complainants <sup>bill</sup> nor who were the officers or what were  
their dealings and contracts with the said William  
Taylor nor has this defendant any information  
touching the same other than he has been informed  
by complainants bill herein and the proceed-  
ings in the Chancery suit herein after mentioned

And this defendant further answering says that he  
has no knowledge of the residence of the said com-  
plainant on said parcel of land, his desire or  
intentions to purchase the same or what efforts were  
made by him for that purpose nor what were his  
dealings with the said Taylor nor has this defendant  
been informed thereof except by complainants bill in  
this cause but this defendant has been informed  
and believes that said parcels of land in said bill  
mentioned were originally entered and purchased  
by the said William Taylor and no other person but  
this defendant has no knowledge or information of



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the objects of said purchase or upon what ~~said~~ <sup>land</sup> the same was made nor ~~has~~ <sup>has</sup> this defendant any knowledge or information of the other actings and doings of the said William Taylor in said bill set forth tho this defendant has been informed and believes that the said William Taylor died several years ago and before the ~~drawn up~~ <sup>chancery</sup> proceedings in said bill mentioned

And this defendant further answering admits that some proceedings were had on the chancery side of the Winnebago Circuit Court in a suit wherein David Chambers & others were complainants and Alexander Ferguson and others were defendants, the effect of which was to vest the title in said lands in said bill mentioned, and a large number of other tracts of land in said Alexander Ferguson but this defendant says that the record of those proceedings remains in the Circuit Court of said County of Winnebago and begs him to refer to them as to the particulars of said proceedings -

And this defendant further answering says that on or about the 27th day of April 1849, he bought of said Alexander Ferguson & Thomas Primrose the south west quarter of section thirty four and the west half of the north west quarter of section thirty five lying part of said land mentioned in said bill for the sum of nine hundred & sixty dollars of which sum he paid on the 21st day of May 1849 Three Hundred & twenty dollars and agreed to pay the further sum of six hundred and forty dollars, in two equal annual payments with interest thereon and all taxes assessed against said land

That therefore the said Primrose gave this defendant an instrument in writing



promising to make the conveyance of said land to  
this defendant when he should pay him the balance  
thereof and that on or about the 26 day of April 1850  
this defendant paid said Ferguson the further sum  
of three hundred and fifty eight dollars forty cents  
and on or about the 5<sup>th</sup> day of May 1857 this defendant  
paid the said defendant Thomas Primrose grantee  
of the said Ferguson the residue of the purchase  
money for said land amounting to three hun-  
dred and thirty nine dollars seventy three cents and  
afterwards received his warrantee deed therefor  
which warrantee deed bears date the 28<sup>th</sup> day of  
August 1857.

And this defendant further answering says  
that he soon after his said purchase as aforesaid  
and on or about the 20<sup>th</sup> day of May 1849 and before  
the commencement of this suit he entered into  
possession of said lands and commenced improving  
the same and that he paid out in permanent  
improvements of said land the part of the pur-  
chase price originally paid thereof before he had  
any intimation of complainants claim there-  
to the sum of Nine hundred and Ninety eight  
dollars and forty cents or thereabouts being the  
sum of Six hundred + seventy eight dollars,  
forty cents for purchase money paid and  
about three hundred and twenty dollars for  
permanent improvements. That said improve-  
ments consisted of a house & the fencing in  
land breaking a field of forty acres and also  
the breaking of forty acres land and that since the  
service of said summons this defendant has  
added to the improvement on said land to the value  
two hundred and twenty dollars and has also paid

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the taxes since the purchase thereof which amount to twenty two dollars and two cents

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And this defendant further answering denies that he ever had any notice of the fraudulent conduct of the parties complainants in the aforesaid chancery suit in conducting the same and says that on the ~~testimony~~<sup>contrary</sup> thereof he has always been advised and informed that said proceedings were instituted with an honest and fair intent as is set forth in the proceedings in said cause and without any intention or expectation on the part of the complainants therein to injure in any way the complainant in this suit or any other person and this defendant submits that as the said proceedings in said Chancery suit form a link in this defendants chain of title and as he has bought said land and paid out a large sum of money therefor and in improving the same in full confidence of its validity of said proceedings the ~~of~~ said complainant is forever precluded from setting up said pretended fraud to the prejudice of this defendant and this defendant denies all notice of the rights claim or interest of the complainant in said parcel of land until the service of summons upon him in this suit and after he had paid out the sum of one hundred & ninety eight dollars & forty eight cents

in buying said land and in improving the same. That at the time of the purchase by this defendant the said parcel of land was unoccupied and unimproved. That this defendant examined the public records of the County of Winnebago to ascertain by them the condition of said title and that such examination the title of said land appeared to be in said Ferguson and that no evidence of any claim whatever of the said

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1848

complainant appeared of record that had this defendant supposed or had the least idea that the complainant had any interest in said land or claimed any interest therein he would not have bought the same —

149.

And this defendant further answering says that at the time of the making the supposed contract in said bill of complaint mentioned and for a long time thereafter ~~was~~ and until the tenth day of September 1848 a certain statute law of the State of Illinois known as "an act concerning conveyances of Real Property" approved January 31<sup>st</sup> 1847 was in full force and effect and that by the 8<sup>th</sup> section of said Statute it is enacted that "Every deed conveying real estate which by any other instrument in writing shall appear to have been intended only as a security in the nature of a Mortgage though it be an absolute conveyance in terms shall be considered <sup>as</sup> a mortgage: but the person or persons for whose benefit any such defeasance or other writing intended to operate as a defeasance, is made shall not have the benefit thereof unless the defeasance or other writing intended to operate as such, shall be recorded in the office in which the absolute deed is required to be recorded within thirty days after such absolute deed is recorded."

And this defendant says that the said contract from the said Taylor to the said complainant was not recorded in the Records Office of Winnebago County within thirty days after the making thereof nor was it recorded before the purchase of said land by this defendant nor before this defendant had laid out



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large sum of money in the purchase and improvement thereof as this defendant has done above stated and this defendant insists that by reason of the neglect of the complainant to record his said contract as aforesaid before the said purchase of said land and expenditure of money thereon as above stated if the said complainant is forever precluded from setting up said contract and dealings between him and the said Taylor as a mortgage transaction or insisting upon the same in any shape against this defendant —

And this defendant further answering says that at the time of the supposed dealings between the said complainant and the said Taylor and the ~~execution~~ of the contract by and between them an act of the Congress of the United States was and still is in full force and effect which act of Congress is entitled "An act for the relief of the purchasers of public lands and for the suppression of fraudulent practices at the public sales of the lands of the United States" approved March 31<sup>st</sup> 1830 by which act of Congress it was and is among other things enacted as follows viz: "That if any person or persons shall before or at the time of the public sale of any of the lands of the United States enter into any contract, bargain, agreement or secret understanding with any other person or persons proposing to purchase such lands to pay to pay or give to such purchaser, for such land a sum of money or other article of property over and above the price at which the land may or shall be bid off by such purchaser every such contract bargain agreement or secret understanding and every bond obligation or writing of any kind whatsoever founded upon or growing out of the the same shall be utterly null and void" and this defendant insists that if such contract as is in said contract com-

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1842

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complainant's bill stated was ever made between the said complainant and the said Taylor that the same was and is repugnant and contrary to and in violation of the act of congress above mentioned and that in consequence thereof the said complainant is thereby forever barred and precluded from setting up in his favor or claiming any benefit under or through said contract

And this defendant further insists that more than six years had expired after the making of said supposed contract in said complainant's bill mentioned by and between the said complainant and the said William Taylor before the commencement of this suit and for that reason the complainant is precluded from bringing any suit to be relieved from his agreement to pay the amount of money mentioned in said contract on account of its being contrary to the aforesaid act of congress

And this defendant further insists and submits to your Honourable Court that by the contract set out in complainant's bill it appears that said Taylor had the privilege in his election upon the nonpayment of the money mentioned in said contract to declare the same forfeited and at an end and that long before the sale by the said Ferguson to this defendant the said Ferguson successor and grantee of said Taylor did so declare the said contract forfeited and put an end to the same

And, this defendant further insists that the attempt on the part of the complainant to claim said land on account of his residence on the same and improvement thereof is in derogation



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of the rights of the government of the United States and its grantees and cannot and ought not to prevail against this defendant -

X32

And this defendant denies all unlawful combinations and confederacy in the said bill charged without that any other matter or thing material or necessary for this defendant to make answer unto and not heron and or hereby well and sufficiently answered unto confessed or avoided traversed or denied is true to the knowledge or belief of this defendant

All which matters and things this defendant is ready to aver maintain and prove as this Honorable Court shall direct: and humbly prays to be hence dismissed with his reasonable costs and charges in that behalf most wrongfully sustained

Robertson Holland & Wright  
Sicte Solis

William Pulston

Winnipeg County ss: Before me this 13<sup>th</sup> day of November 1852 personally appeared William Pulston the above named defendant who being duly sworn did depose and say that he had heard read the foregoing answer knows the contents thereof and that the same is true in substance and in fact except as to those matters therein stated to be on information and belief and as to those matters he believes it to be true

C. H. Shafford, Clerk  
Filed for 13. 1852  
C. H. Shafford  
Clerk



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And afterwards to wit on the 18<sup>th</sup> November 1832 It being  
one of the days of the September term of the Hennebago County  
Circuit Court the following entry was made as appears of the  
Court record

Asa Salmage

v

In Chancery

Alexander Ferguson vs

On motion of Complainant  
leave is granted him to reply or except to the Answers on file  
herein or to Amend his bill herein by the second day of the next  
term of this Court:-

In the Hennebago County Circuit Court  
In Chancery:

Repetition

The replication of Asa Salmage Complainant  
to the several Answers of Robert Smith James  
Montgomery Elisha W Kirk William Ralston  
James E Dennis and Thomas Primrose defend  
ants to the bill of Complaint of said Complain  
ant against Alexander Ferguson and others  
including the said defendants:-

This Repliant saving to himself all right and advan  
tage of exception to the said Answers and each of them for  
replication thereto says that he will aver and prove his said  
bill of Complaint to be true and sufficient and that the said  
Answers are and each of them is untrue and insufficient:-

Francis Burnap

Solicitor for Complainant.

Endorsed "Filed 23 July 1833.

C. H. Spafford Clk"

Act for hearing Cause



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In Wm. County Circuit Court.

1858

vs. John S. Thomas

vs.

In Chancery

1852

Melinda Virginia vs.

You are please to take notice that on Tuesday the 25<sup>th</sup> day of March instant I shall let the Depositions of John S. Thomas, David Apple, Nicholas Thomas, John Wang, Ephraim Mack, Robert J. Cross, H. S. Wood and John Conway, in the above entitled cause at the Office of the Clerk of the said Circuit Court in Westford in said County, before Charles H. Spafford is given the Office authorized to take depositions, said Depositions to be read in evidence in the Court of Chancery in the above entitled cause. Examination to commence at 10 o'clock A.M. of said day and to continue from day to day until concluded.

March 25<sup>th</sup> 1852.

Nicholas Woodford & Son

Attorneys for Plaintiff

John S.

Francis P. Dineen & Son  
for Defendant

Deposition of Nicholas Thomas of Westford Wm. County Illinois, a witness on the part of the Complainant, in a certain cause now pending in the Circuit Court Wm. County Illinois, wherein John S. Thomas is Complainant, and Melinda Virginia & Son are Defendants before Charles H. Spafford Clerk of the Circuit Court in and for said County of Wm. County appeared at the Clerk's Office of said Circuit Court in Westford in said County on the 25<sup>th</sup> day of March A.D. 1852 pursuant to the summons issued by the said Complainant by Francis P. Dineen Esq. his Solicitor and the Defendants by James M. Wright Esq. the Solicitor being present.

The said Witness being duly sworn deposes as follows,

I that is John S. Thomas do you reside, and are you not about to remove to Oregon Territory?



Ans. I am thirty one years of age. I reside in Windage County Mo. I am about to remove to English Settlement.

1849  
156  
Q. Are you acquainted with the Complainant John Selinger and the Defendants Robert Smith James Montgomery, William Keister, James Conner, Eliza A. Smith or any or either of them, and if you have long have you known them respectively,

Ans. I am acquainted with the Complainant and the Defendants above named have known him about seven or eight years. Saw Maria Defendant about twenty twenty years.

Q. Did you or not several years ago know Robert Smith one of the Defendants speak of purchasing some of the lands in question in this cause and if you did when was it and what did he say about it.  
(Objected to Answer.)

Ans. I don't know but I have, I am not positive, If I did it was some years ago, and I did not lay it to mind. I can't answer positively what was said.

Q. Did you ever have any conversation with him about it.

Ans. I think I have had a little, but I cannot say positively, whether it was before purchase or since.

Q. What did he say of any thing about the Complainant's title to that land.

(Objected to)

Ans. I think if he said anything to me, he said that he had not a very good title.

Q. Did he state in that conversation anything about what the Complainant's title was, if so, what did he say about it. (Objected to.)



Ans I think he did. I don't remember his words. He said he thought Salinger  
had no claim on the land, as he got it entered on shares, and had  
XXX never paid anything on it.

13<sup>th</sup> Q<sup>y</sup> Do you mean to state that he said that Salinger had had the  
land entered on shares or on share book which you mean  
(Object to)

Ans I mean on a share.

Q<sup>y</sup> Did he in the same conversation say anything about Ferguson's title  
and about his willingness to risk that against Salinger's claim, if so  
what did he say about it. (Object to.)

Ans I think he did. He said if he got a good warranty deed  
from Ferguson I think he would be willing to risk  
it against Salinger's title.

Charles Thomas.

Deposition of John Gray who being duly sworn deposes as  
follows.

1<sup>st</sup> Now do you see and know the place where.

Ans I am thirty six years & reside in McHenry County Illinois.

2<sup>d</sup> Are you acquainted with the Complainant & the Defendants in this  
cause or any or either of them and if you have known how long you known  
them respectively.

Ans I have been acquainted with the Complainant Salinger about



Jonathan Jones have a slight acquaintance with the Defendants  
Nehemiah Smith & Ebenezer Smith but knew any of the other Defendants

158 Q Did you know William Taylor in his life time, and if so, when  
did you know him

XXX

A The first time I ever saw him was at Galena on the 29<sup>th</sup> day of  
October 1839. I knew him only at that time.

Q Was that the time, that the lands in controversy in this suit were  
offered for sale by the Government, and was it at that sale that you  
knew him

A Yes.

Q By what means did you become acquainted with the said  
Taylor at that time.

(Objected to.)

A By employing him to enter a tract of land for me

(Answer objected to.)

Q What was Taylor's business at that land sale

(Objected to.)

A The business that I had with, and some others that I knew was  
to loan money of him to enter land. I understood from him that his  
business was to loan money to settlers to enter their lands, and that he  
did not want the land he wanted his money back again.

Q What were the terms upon which he proposed to lend money to the  
settlers to enter lands, and in what manner did he propose to be  
secured for the same.

(Objected to.)

A His terms with me and others was thirty three and a third percent premium.  
He had the land bid off to him to secure him and they had to



XXXX

159.

pay the amount to him with thirty three and a third per cent by the  
four notes they had it all paid up. I heard that he was there for  
the purpose of lending money to the settlers to enter their lands and  
use them for security. I made application to him, I asked him his terms  
his reply was that he would not let the land for security and gave  
a bond for a Buck when they paid up the principal & interest.  
He said his rate of interest was thirty three and a third per cent per annum.

5<sup>th</sup> Did you know of his making a loan of money to the complainant  
Salhago for the purpose of entering the lands in question in this suit

Ans I did not know of his loaning any money to the complainant  
but was present when the bond was signed

9<sup>th</sup> What person made the bids ~~in~~ in the name of Taylor for these  
lands, and how and by whom was that person employed

Ans Edge Cross was hired to bid off the lands by the Settlers in Mr Taylor's  
name. The Complainant was one of the settlers who hired him.  
We all had to pay him fifty cents a piece for bidding off the lands.

Wm. S. Cross

Deposition of David R. Rye who being first duly sworn deposes  
as follows:

Q What is your age and where do you reside and how long have you resided  
in this State.

A I am fifty years old. I reside in McHenry County Illinois and am  
about to go into Wisconsin in a few days. I am going to the north west  
part of Wisconsin to Platte River.



2<sup>d</sup> Are you acquainted with the Complainant & the Defendants in this  
case, or either of them, and if so, how long have you known them respectively,

Ans I have known the Complainant Salinger about fourteen years and  
know Defendants Dennis & Whit. Don't know the other defendants.

1848

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3<sup>d</sup> Did you know William Taylor in his life time, and if so when and  
where did you know him?

Ans I did. I knew him in Galena at the land sale. At the time the lands  
in controversy were sold by the Government.

4<sup>th</sup> By what means did you become acquainted with the said Taylor at  
that time.

(Objected to.)

Ans I understood that he had money to loan, and I went to him for  
the purpose of borrowing money. I asked him if he had money to loan.  
He said he had. I then asked him what interest he charged. He said  
he was letting money at thirty three and a third per cent. I told him I had  
a lot of land I wanted cleared. He said he would advance the money  
to clear the land, and that he invariably took the deed of the land  
for security, and I made a bargain with him to that effect.  
and afterwards I got rid of the bargain and went to him, said I  
could not have it cleared. That is the way I became acquainted  
with him.

5<sup>th</sup> Do you know whether the complainant made any arrangement with  
him for money to clear the lands in controversy, in this suit, and if so  
state what that arrangement was.

Ans I do know of the complainant making arrangements with Taylor for  
money at the rate of thirty three and a third per cent. Mr Taylor told



me that he had made arrangements with Salinas to cut his land  
at the rate of thirty three and one third percent a year, and Salinas  
will was to have the privilege of buying the money from year.

101. How was your interest when any Bond or other writing was executed  
between the Complainant and the said Taylor in relation to said lands.

An. I was.

Q. What was said at that time of anything between them in relation to  
the rate of interest, which said Complainant was to pay said Taylor  
for the money to cut said lands.

An. Mr. Taylor told Salinas that as fast as he got money to pay for  
a lot of the lands he would give him a Bond of it. I don't recollect  
all the conversation that took place in relation to it. There was to be no  
reduction of interest below thirty three and one third percent.

Q. Who was in possession of the <sup>in question</sup> lands at that time.

An. Mr. Salinas, he lived on the lands.

Q. Had or not the Complainant any improvements on the said lands.

An. He had, he had a house on it and some twenty rows of shrubs that  
make cultivation.

Cross Interrogatories.

David P. Pi.

Q. Are you sure that you have given the words of the said Taylor  
in any of the conversations you have above testified to.



I have given the words in all the said conversations above testified to.

Ans I have in all the conversations I recollect of at this time.

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Q Are you sure that in any of the above conversations, Taylor paid  
the bond interest.

Ans I am sure that he did at that land sale.

Q Did not the said Taylor when you applied to him in relation to your  
land say that he would buy the land for you and deed it to you  
upon your paying to him the purchase money and an advance of  
thirty three and a third per cent.

(Objected to.)

Ans He did not say all of those words.

Q Which of those words did he say.

Ans He said he would deed the land in his own name and give me  
three years to pay it in at thirty three and one third per cent.

Q Are you sure that said Taylor used the words security at any of  
those conversations.

Ans I think he did.

Q When did this conversation take place between Mr Taylor and you  
in relation to his entering your land.

Objected to as assuming what has not been proved.

Ans I believe in Taylor Office.

Q Who were present at that time?



Ans I dont know

Ans 9<sup>th</sup> Was on my way to print but upon Self and Sister.

163 Ans There were a good many persons present but I dont know who they were.

10<sup>th</sup> What was the School you have spoken of essential.

Ans It was in Taylor's office

11<sup>th</sup> Who were present there.

Ans John D. A. Rollins and some others I dont recollect.

12<sup>th</sup> What was it that Mr. Vester told you that he had made arrangements with Selma to make his home.

Ans It was at the time I went to see him about entering my son's name.

13<sup>th</sup> How long since the several matters you have since testified to happened

Ans I dont know exactly. It must be some ten years and might be more.

Chas. B. Rippey



164.

~~111~~



148 State of Illinois  
Winnebago County 3d.

165.

I Charles H. Spafford Clerk of the Court  
Court in and for said County, do Certify that the foregoing depositions  
of Stephen Thomas, John May and Daniel Pope on the part of the  
Complainant in the Cause of Mrs. Talma Complainant and Alexander  
Benson, Thomas Pineto & Co. are Defendants, were taken before me at  
my Office in Rockford in said County of Winnebago, and sworn to and  
signed by the several deponents in my presence, that the several interrogatories  
and answers thereto were reduced to writing by me, that said Depositions  
were commenced to be taken on the 23<sup>rd</sup> day of March A.D. 1852 and  
~~when the same continued until the 24<sup>th</sup> day of March A.D. 1852~~ when  
the testimony was finally closed, that the Complainant was in  
attendance by Joseph L. Collector and the Defendants by Night  
John Collector and that said Depositions were taken in pursuance of  
the annexed notice.

On testimony whereof I hereunto set my hand and  
affix the Seal of said Court, at Rockford this 24<sup>th</sup>  
day of March A.D. 1852.

C. H. Spafford,  
Clerk.



In the Minniedago County Circuit Court.

Victims vs. Minniedago Complainant

158 In Charge

Weyand Rogers and the Defendant.

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Take notice that the above named Complainants will attend at the  
office of the Clerk of the Circuit Court for the County of Minniedago at  
Rockford in said County on the ninth day of March next for the purpose  
of taking the deposition in the above entitled cause of John D. Collins  
James B. Martin, George & Ambrose, vs. Weyand Rogers & William M. C. &  
Samuel C. C. and Andrew Austin Cook, John C. C. and Henry C. C.  
After Charles H. Spafford Clerk of the said Court, or some other officer  
authorized by him to take such depositions commencing at ten o'clock  
in the forenoon and continuing from day to day until the same be  
completed. Dated 23rd Feb. 1853.

James C. C. C. C. C.

To the Defendant in the above entitled  
Cause and to Weyand Rogers & William M. C. &  
Samuel C. C. C. C. C.

Victims vs. Complainant

State of Illinois  
Minniedago County. S. B.

James C. C. C. C. C. of Rockford in the County  
of Minniedago Solicitor of the Complainant in the above entitled cause  
personally appeared before Charles H. Spafford Clerk of the Circuit Court  
for the County of Minniedago, and being duly sworn, upon his said  
affirmation says that he did on the tenth day of February  
last just serve a notice in the said cause of which the foregoing is  
a true copy by delivering the same to James C. C. C. C. C. one of  
the solicitors to whom the same was addressed.  
Witness my hand and seal of office at Rockford this 10th day of March 1853.

Charles H. Spafford, Clerk.



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Declarations to be made in the trial or hearing of a cause pending in the Winnebago County Circuit Court in the State of Illinois where John Delmago is complainant and Alexander Ferguson and others are defendants.

Winnebago County Circuit Court.  
John Delmago.

vs. Alexander Ferguson, & Alex. Ferguson.

Wherefore I give brief fact duty sworn deposes as follows.

Q. Where do you reside and how old are you?

A. I reside in Jackson Winnebago County Ill. and am about thirty six years old.

Q. Are you acquainted with the tracts of land shown on the map of section and the top of Sec 55 in Town 45 N. 2 E. 3 P. M. in Winnebago County.

A. I am.

Q. On what year were you first acquainted with them?

A. On the year 1857.

Q. Have you seen any improvements made in said lands or any part of them and if any, what improvements were made, and upon what part of said lands.

A. There was some breaking in the South half of section thirty four, the breaking was done in the year 1857. On 1857 there was some fencing made in the land, there was a house built in the North West Quarter of Sec 55, in 1857 or 1858.

ii



XXIX

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Q<sup>d</sup> What whether the two half sections above described were previous to & up to the time of the sale of the lands by the United States included in one claim, and if so who had been in possession of the same, and also who claimed the same.

A<sup>ns</sup> I always understood that the two half sections were included in one claim. Mr. Chalmers was in the claim and working on it, and I supposed he was in possession of it. We both met it was his claim, and I never knew of any other claiming it.

Q<sup>d</sup> When and where were these lands sold by the United States, and how long notice in fact did the settlers in that neighborhood have of the sale.

Horace Dyer

A<sup>ns</sup> The lands were sold in Orleans Mo in October A.D. 1839 I cannot say how long notice the settlers had. I think it was very short.

Q<sup>d</sup> Did you attend the said Land Sale and if so did you know and William Taylor there.

A<sup>ns</sup> I did attend the said Land Sale, and saw & knew there who called himself William Taylor.

Q<sup>d</sup> What was his business there.

A<sup>ns</sup> I don't know what his business was.

Q<sup>d</sup> Did you do any business with said Taylor and if so what was it.  
(Objected to.)

A<sup>ns</sup> I had one hundred Dollars of him to do a little work of mine.

Q<sup>d</sup> How did you know that he was a way to be a free man?

(Objected to.)



Ans By leaving.

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Q

11<sup>th</sup> In what manner did you make your application to him for such loan and what answer was returned? Whether you said him if any in relation to his willingness to loan money to settlers to take their Land, and the terms upon which he proposed to loan money to the settlers to take their Land. (Object to.)

Ans I called at his office and asked him if he had money to loan. He said he had, I then asked him how he let his money, he said he asked thirty three percent per year. I then asked for what length of time he let it for three years, I then asked him in what way he took security. He said he took the Deeds in his own name, and gave a bond for a bond. The interest was to be paid yearly for the first two years, and the last year the whole amount of the bond was to be paid.

12<sup>th</sup> When were the Lands offered to take situated. (Object to.)

Ans The land I wanted to take Command on the north west corner of the Calmago Claim on Section thirty four.

13<sup>th</sup> When did this conversation occur, and if before the Lands in that night returned you did how long before.

Ans It was some two or three days before. Honace Dyer

14<sup>th</sup> On this conversation did Dyer state before, what was to be used to take Charge of the Lands, and if so what did he do to get such money.

Ans I think he did not.



13<sup>th</sup> Did you know of other applications being made to him by settlers  
in that neighborhood to obtain grants to locate their lands, and if so  
~~XXX~~ who were the applicants, and if such lands were obtained, state the  
time if you know them. (August 1)

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Ans I do not know of any other applications being made

14<sup>th</sup> Do you know the Defendants Robert Smith James Westerman, Charles H. H.  
William Salston & James C. Dennis, if so how long have you known them  
or either of them.

Ans I have known Defendant Robert Smith about nine years, Defendant  
Westerman about nine years, Defendant H. H. about the ex. portion of  
Defendant Dennis about nine years, I do not know Defendant Salston.

15<sup>th</sup> When have their parties whom you have visited since you became  
acquainted with them.

Ans They have visited in the neighborhood of the Salston lands  
about six years.

16<sup>th</sup> In what manner if at all have you found these lands designated  
in the neighborhood and from what time have they been so designated  
and called.

Ans According to the Land Sale they were designated as the Salston claim  
and since that time as the Salston lands.

17<sup>th</sup> How long after the Land Sale did Salston continue to reside on  
these lands.

Ans He has been that he lived on the lands after the Land Sale but how long  
I cannot say.



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Q<sup>d</sup> Did whether Patauge was a man with a family and at what time if at all he went to reside with his family on said lands, and how long he continued to reside thereon.

Ans

Ans He had a family and was living with them on the land as early as 1837 or 1838. and continued to reside there some years after the last sale.

Shirley Geo

### Cross Interrogatories

1<sup>st</sup> How much was ever taken on the parcels of land above referred to by Patauge or any one for him.

Ans I should think between eighteen and twenty acres.

2<sup>d</sup> How much of said lands was fenced.

Ans At one time the breaking was all fenced in.

3<sup>d</sup> When was it so fenced in.

Ans It was fenced in previous to the last sale.

4<sup>th</sup> How long did it remain fenced in.

Ans I don't know.

5<sup>th</sup> How and the point fence has remained for some years.

Ans I don't know when it was removed.

6<sup>th</sup> What kind of fence was on the premises.



Ans. It was a Leg. Home about 16 by 18, or 18 by 20.

172 ~~Ans~~ You have stated the conversation between you & Mr. Dyer above  
is it actually to the place.

(Object to)

Ans. As near as I can recollect I have.

18<sup>th</sup> You have stated it is the same words that were said between you  
and I have stated it in the same words as near as I could. Many times  
said some different words, but still they convey the same meaning.

19<sup>th</sup> When you made application to him to take your land, did you  
see the said land.

(Object to)

Ans. I asked him how he let money and what percentage he asked.

20<sup>th</sup> Do you now recollect having said the word let.

Ans. I want to positve whether I used the word let, or whether I  
asked him what per centage he asked for money.

Horace Dyer

21<sup>st</sup> Did not Dyer at that time tell you he was entering lands for settlers.

Ans. I don't say as he did.

22<sup>nd</sup> Did he not at that time tell you that he bought the land and gave  
the settlers a contract to do the work on the land.

Ans. I don't recollect that I said any such words to me.

23<sup>rd</sup> Did I not use similar words.



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187  
Q. He said nothing to me about selling lands for the Settlers.

1<sup>st</sup> Did he not say to you that he wanted to buy your land and give you a Contract to deed to you upon certain conditions or to that effect?

A. He did not say those words.

2<sup>nd</sup> What words did he use.

A. He told me he wanted to buy land for money for thirty three per cent for you for three years.

Horace Loper

Exhibit C. being first day sworn depositions as follows.

1<sup>st</sup> What is your age and where do you reside.

A. I am about 41 years old, reside in Harlan Township County Ill.

2<sup>nd</sup> Are you acquainted with the tracts of land known as the South half of Section thirty five and the west half of section thirty five, Township thirty five Range two East of the third East in the County.

A. I am, have been acquainted with them for a good many years.

3<sup>rd</sup> In what year were you first acquainted with those lands.

A. I am acquainted with the lands as early as the winter of 1860 or 1861.

4<sup>th</sup> Has any one ever improved lands on any of those lands or any part



or parts of said land, and if any what improvements are made  
and upon what part or parts of said land.

1858

1858

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Ans I think there was some breaking done on the North East  
quarter of the South West quarter of section thirty five in the fall  
of 1836 or 1837. I do not recollect. In 1837 or 1838 I took some grain  
on the East half South east quarter of section thirty five. The breaking  
was done for Mr. Palmage. There was some fencing on the piece of land  
last above described. There was a house on the West half of the North West  
quarter of section thirty five, previous to the land sale of 1839.

Q. State whether the two half sections above described were previous to  
and up to the time of the sale of the same by the United States is claimed  
is one claim, and if so who had been in possession of the same  
and also who claimed the same. (Objected to.) The General pleads  
ignorance in knowing what the objection is, and the Defendant cannot  
refuse to state his objection.)

Samuel Cook

Ans I before the land sale Mr. Palmage told me he claimed the two  
half sections and I supposed he did so no other person claimed to  
take them. I claimed the whole or a greater part of the half sections  
and sold it to Mr. Spens for one thousand dollars in the year 1836 or 1837  
afterwards in 1836 or 1837 Mr. Spens came to me with Palmage and said  
if I would take him (Palmage) for the half he would give up the  
half to him. I took him I wrote. Palmage furnished me the sale and  
I conveyed the claim to. Mr. Palmage took possession of the claim  
in 1836 or 1837 built a house and put on the fencing. before refused to  
live lived on the premises with his family up to and for a number of  
years after the land sale. He commenced living on the land in the  
last part of the year 1836 or 1837.

The answer objected to by Defendants Attorney.



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1<sup>st</sup> When and where were these lands sold by the United States, and how long notice in fact did the settlers in that neighborhood have of the sale.

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Ans The sale commenced in October 1859 and was held in Galena. I do not recollect the precise length of time we had notice of the sale. I recollect it was very short, commencing the time we should have had.

2<sup>nd</sup> Did you attend the said Land sale, and if so did you know one William Taylor there.

Ans I did attend the said Land sale. I saw a man there who called himself by that name.

3<sup>rd</sup> What was his business there.

Ans He was entering settlers farms on certain conditions.

4<sup>th</sup> What were the conditions.

Ans As far as I heard him say to myself and to the settlers, he said he would enter their lands, provided they would have them laid off in his name, and he would give them a bond to deed to them after a certain number of years, in case the settlers would pay him according to the stipulation in the bond. Samuel Cook

5<sup>th</sup> What were the rates of payment proposed by him to the settlers.

Ans The rates as he gave me and some others was that we should pay him thirty three dollars per year for each eighty, and at the end of the term one hundred and thirty three dollars. Taylor said to me and to other settlers, that he would furnish us the money to enter our lands for thirty three percent, if we would get the land entered in his Taylor name and he would give a bond for a deed.



Payler made such a contract with me and others in my presence  
as to Salomage I was not present when his contract was made

~~100~~

11<sup>th</sup> Do you know Defendants Robert Smith James Montgomery,  
176 Charles H. Cook William Kelton James Dennis, and if so how long  
have you known them or either of them.

Ans I am acquainted with all the above named Defendants. I have known  
Robert Smith about ten years, James Montgomery about ten years  
Charles H. Cook about 12 or 14 years, with William Kelton about three  
years with James C. Dennis about eight or ten years.

12<sup>th</sup> When have these parties resided since you became acquainted  
with them.

Ans They have all resided with the exception of Kelton in the  
neighborhood of the lands before referred to. Mr Kelton has lived  
most of the time since I knew him on the premises before described.

13<sup>th</sup> Do you know that the above named parties or either of them  
or any persons for them or either of them can perform any labor  
for Salomage on said premises, if so which of them. What did they  
do and when did they do it.

Ans One of James Montgomerys boys some eight or nine years ago  
worked for Salomage on the premises. The boy lived with his  
father at this time I cannot state positively as to any others.

14<sup>th</sup> Have you had any consultation with the parties above named  
or any or either of them in relation to Salomages claims to the premises  
if so, state which of them. When and what such consultation was

Sam Cook



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Q. I have had some conversation with Robert Smith and Nathan,  
Smith said Putnam had commenced a suit against him, and  
NEX he thought Putnam would not gain much by it, as he had  
forfeited his bond, or made no that effect. As to the conversation  
with Nathan, I do not recollect what it was, I do not recollect the  
particulars of any other conversation with the other defendants.

Q. On what names if at all, have you found these lands designated  
in the neighborhood, and from what time have they been so designated  
and called.

A. The lands were designated and called before the land sale as  
the Putnam's Claim, and since then have been called the Putnam's  
Lands or place.

Q. How long after the land sale did Putnam continue to reside  
on the lands.

A. He resided on the Lands some five or six years after the sale.

Saml Oak R.

### Cross Interrogatories

Q. How much land was taken on the Section Claimed by Putnam  
before he left it.

A. I should think there was something over eighteen acres.

Q. How much was found in.

A. At one time the whole tract was found in two fields.



3<sup>d</sup> What kind of fence was it

1662  
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Ans It was fenced by rails and posts some five or six miles high

4<sup>th</sup> Did Talmaage cultivate these lands

Ans He did the land that was broken for some two or three years

5<sup>th</sup> What years now those

Ans I should think the years 1838, 1839 & 1840 and thereabouts.

6<sup>th</sup> What kind of a house was on the premises.

Saml Cook

Ans The house was a Log house Squared down on the inside. The house was some 16 feet by 18 or 20 feet

7<sup>th</sup> Was the house well finished otherwise

Ans It was not even and abroad well finished but was quite comfortable

8<sup>th</sup> Is that house standing now.

Ans It is not.

9<sup>th</sup> How long since was it standing

Ans It was burnt down some three or four years since.

10<sup>th</sup> Are there fences standing now or not

Ans The fences that Talmaage put there are not standing now.



11<sup>th</sup> How long since were they standing

Ans. It is some years since they were taken away I cannot tell the time exactly

X&D

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12<sup>th</sup> Is it not as much as five or six years since they were taken away

Ans. I should say it was from three to five years.

13<sup>th</sup> How long ago were in that neighborhood

Ans. He does not at present

14 How long since he resided in that neighborhood

Ans. I think he has not lived there for five or six years.

Chas. C. C.

Deposition of William McLean who being first duly sworn deposes as follows.

Q What is your age and when do you reside.

Ans. I am about forty two years old and reside in Madison Township County

Q Are you acquainted with the Tract of Land known as the South half of Section Forty four and the west half of Section Forty five in Township Forty five Range two East S. T. M. in this County.



180.

Ans I am acquainted with the Lands referred to.

5<sup>th</sup> On what year were you first acquainted with said Lands.

16xx

Ans I first knew them in the year 1838.

4<sup>th</sup> How early was any improvements made on said Lands or any part thereof, and if any what improvements were made, and upon what part of said Land.

Ans There were two families before we found one a house on the land in the year 1838, one Salmore was living with his family in the house on the premises in 1838 to 1839.

3<sup>rd</sup> When did you first come into the neighborhood of these lands and have you continued to reside there ever since.

Ans I went into that neighborhood in the fall of 1838 and have continued to reside there to the present time.

6<sup>th</sup> State whether the two half sections above referred to & described, were given to, and as to the time of the sale of the Land by the United States to, and in, or claim, and if so, who had been in possession of the same and also who claimed the same.

(Object to.)

Ans I never knew of any other person claiming the land but Salmore both before or after as I have seen called in claim in called Salmore's claim.

7<sup>th</sup> When and where were these lands sold by the United States, and how long before in fact did the settlers in that neighborhood know of the sale.



Ans They were sold in Alabama in 1807 I don't know how long notice they had  
of this it was short.

181

Q

8<sup>th</sup> Did you attend the said sale and if so how far time was William Doyle there

Ans I did attend the said sale and saw a man there who called himself  
William Doyle.

9<sup>th</sup> What was his business there.

Ans I don't know.

10 Do you know Defendants Robert Smith James Montgomery Eliza A. Wick  
James E. Dennis & William Ralston if so how long have you known them or  
either of them.

Ans I do know the above Defendants have known Defendant Smith some twelve  
years, Defendant Montgomery twelve years, Defendant Dennis about twelve  
years Defendant Wick about twelve years and Defendant Ralston some  
three or four years.

11<sup>th</sup> When have these parties resided since you have been acquainted with  
them.

Ans They have resided in the immediate neighborhood of the Saline lands.

12<sup>th</sup> Do you know that any of the above named parties is now or for them  
is connected with them at any time have notice for Saline lands on these  
lands, if so, which of them has when

(Exhibit D)

Ans I know that John Smith resides for Saline lands on the same also refers to  
the son of Robert Smith and they live with their father in that neighbor-  
hood, I don't recollect of any other of the parties residing for him.



15<sup>th</sup> Have you had any conversation with the Parties above named or any  
or some of them in relation to Talbot's claim to these lands, if so, State  
which of them, and when and about such conversation was.

~~1818~~

182  
Ans. I have had conversations with Geo. W. Montgomery and Rich. about Talbot's  
claim to the lands above referred to. Have not had any conversation with  
Nathan or Dennis on the subject. I had a conversation with Smith two  
years ago or more, I don't know what words were used. (The Deponent has  
object to the witness giving any further answer)

We are talking about Talbot's claim to the land, but I don't recollect  
what was said. I have had several conversations with Montgomery on  
the subject. The first time I talked with him was some years or two ago.

The conversations were as to whether Talbot would get anything from  
Chapin or not. He asked me if I thought Talbot would get anything from  
Chapin or not. I told him I did not know whether he would or not.

I don't recollect anything more about that conversation. I had a conversation  
some years ago with Capt. Clark. I was riding from Westford with him some  
time since. He said that eight eighth parts of the Talbot's land, and had  
built a good house on it, and if Talbot got the land he would get  
a good house. I do not recollect anything further about that conversation.

16<sup>th</sup> In what manner if at all have you heard these lands designated in  
the neighborhood and from what time have they been so designated  
and called

(Assted. to.)

Ans. They have always been called the Talbot's lands ever since I  
heard them.

William Rogers.



1863

Deposition of John Conway who being first duly sworn deposes as follows.

1<sup>st</sup> What is your age and when do you reside.

Ans I reside in the Town of Guilford Windham County and am about Fifty nine years old.

2<sup>nd</sup> Are you acquainted with the Tracts of Land known as the South half of Section of Thirty five and the West half of Section Thirty five in Town forty five Range Two East of the 3<sup>rd</sup> P.M. in Windham County.

Ans I am.

3<sup>rd</sup> On what year were you first acquainted with said Lands.

Ans In the year 1838.

4<sup>th</sup> Are there now any improvements made on said Lands or any part thereof and if any what improvements were made and upon what part of said Lands.

Ans There were two fields sowed and a house built on the Lands when I first knew them in 1838. I think one of the fields was on the North West quarter of Section Thirty five, and I think the House was on the North West Quarter of Section of thirty five.

5<sup>th</sup> What is the title to the half Section above described now previous to and up to the time of the Sale of the same by the United States included in one Claim, and if so who has been in possession of the same, and who now claims the same.

(Object to 5<sup>th</sup>.)



Ans It was all included in one claim and Talmaize claimed it, and I  
never knew of any other person claiming it. It was always called  
Talmaize claim.

184 6<sup>th</sup> When and where were these Lands sold by the United States and  
how long notice in fact did the settlers in that neighborhood have  
of the sale.

Ans The Lands were sold at Guilacells in the year 1839. The Settlers  
have a short notice of the Land sale.

7<sup>th</sup> Did you attend the said Land sale and if so, did you know one  
William Taylor there.

Ans I did attend said Sale and knew William Taylor there.

8<sup>th</sup> What was his business there.

Ans He was buying Land and letting people have money and so on.

9<sup>th</sup> Did you have any conversation with him in relation to his furnishing  
money to settlers for the purpose of entering these Lands, if so, what  
was that conversation.

(Spectd. 1.)

Ans I did not expect with reference to entering my own Land.

10<sup>th</sup> What conversation did you have with him on that subject and what  
proposition to let money of any did he make to you.

(Spectd. 1.)

Ans I went to him and asked him for money to enter my Land. He said  
he would take the Duplicate in his own name, and I must pay him so  
much interest yearly and pay him up in three years.



11<sup>th</sup> What was the rate of interest he charged for the money,  
(Objected to)

185  
Ans He charged me thirty percent yearly for the money.

12<sup>th</sup> Did you get money from him or those firms to purchase lands with at  
the Land Sale of 1837

~~184~~  
(Objected to)

Ans I did.

13<sup>th</sup> Did he state to you at what rate he was letting money at that date  
to the Settlers to purchase their Lands, and if so State, and also State  
what Security he said he required from them if any,

(Objected to)

Ans He did. He said he was letting Settlers have money to enter their lands  
at thirty three per cent, the interest to be paid yearly and that he took  
the Land as Security.

14<sup>th</sup> What was the Talonago Claim on these lands with at the time of  
the Land Sale. (Objected to.)

Ans I don't know I talked with Talonago some about purchasing on half  
the Claim of him, and offered him about Five hundred Dollars in property  
and money for it (Answer Objected to)

15<sup>th</sup> What was the value of the improvements on these Lands at the time  
of the Land Sale. (Objected to.)

Ans I should think between two Hundred and fifty and Three Hundred  
Dollars.

J. H. Campbell



Chas. Falmage.

Q What was the value of the House on this Land?

1776  
186.

Ans. I dont know. It may have cost fifty Dollars and perhaps more.

Q Who last occupied that house.

Ans. Falmage was the last person I know living there.

Q Did Falmage ever cultivate that Land or any part of it, and if so what part time when.

Ans. He cultivated two fields on it, I think all the time he lived on it.

Q Did he cultivate the whole of the two fields each year he lived on it.

Ans. I dont know.

Q Do you now recollect that in your conversation with Taylor the said interest was mentioned by him.

Ans. I asked him when we should pay the Subsidy. I am sure I used the word interest, I do not recollect whether he did or not.

Q W. A. I give any idea at the time of the conversation with Taylor, that you were thinking of him.

Ans. No, I had.

John C. Gray.



187. Deposition of John Doe, who being first duly sworn deposes as follows.

1<sup>st</sup> What is your age and where do you reside.

Ans I reside in Rockford Minnabago County and am now thirty six years of age.

2<sup>d</sup> Are you acquainted with the Tract of Land known as the South half of Section Thirty four and the west half of Section Thirty five in Township Forty five Range Two East in Minnabago County Ill.

Ans I am

3<sup>d</sup> On what date did you first know said Lands.

Ans I think in AD 1837.

4<sup>th</sup> How early were any improvements made on said Lands or any part thereof and if any what improvements were made, and upon what part of said Lands.

Ans I think there was some breaking made on the North West quarter of Section Thirty four in 1837. The breaking was done in July or August. There was no acres of the breaking. There was also another piece of breaking done on the South East Quarter of Section Thirty four in 1837 or 1838, both the pieces of breaking were fenced. There was also a house built on the north west quarter of Section Thirty five. I think the house was built in 1837.

5<sup>th</sup> State whether the two half sections above described were previous to and up to the time of the sale of the same by the United States included in



in Claim, and if so, who had been in possession of the same, and also who claimed the same.

1778

188.

Ans. The two pieces were considered as one claim and Mr. Patmange was in possession of it and claimed the same.

1<sup>st</sup> What kind of possession had Patmange of that Claim, and state whether he resided on the same before the Land Sale in 1839, and if he did how long before.

Ans. Patmange lived on the Claim with his family as early as 1837, and had possession and lived on the premises up to and after the Land Sale.

2<sup>nd</sup> When & where were these lands sold by the United States, and how long notice in fact did the Settlers in that neighborhood have of the sale.

Ans. The Lands were sold at Galena Ills in October 1839. I do not think the notice was very short, I do not recollect how long it was.

3<sup>rd</sup> Could or not, money, be obtained by loan by the Settlers at that time in Illinois at the legal rate of interest.

Ans. It could not so far as I know.

4<sup>th</sup> At what rate of interest were monies usually given at that time for loans of money in this part of the State.

Ans. From twenty five to fifty percent annually was paid.

5<sup>th</sup> Did you attend the said Land Sale and if so Did you know Mr. William Taylor there.



Ans I did attend said Land Sale and knew William Taylor there.

11<sup>th</sup> What was his business there.

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1778

Ans Lending money to men to buy their Lands.

12<sup>th</sup> At what rate of interest did he propose to let money to the settlers to enter their Lands, if you know, declare and state also what security he required.

Ans He loaned money at thirty three per cent. He let the money for three years, the interest to be paid yearly, and took the dispositive of the Land in his own name for security and gave the settlers a bond for a Quilt.

13<sup>th</sup> Do you know of any such Loans having been made by him to settlers to enter their Lands at that sale, if so state who the settlers were and where the Lands were situated.

Ans I know of a Loan being made by Taylor to Tatumage the companion and I made a Loan for my Brother of him. Also a Loan by Taylor to a man by the name of Wang. A man by the name of Parker my Brother in Law also loaned money of him to enter his lands. The lands of my Brother and Wang were in the immediate neighborhood of the Polmagi Land. The Parker Land was about six miles from the Polmagi Land. The Loan to Tatumage was for the purpose of entering the Lands in question in this suit.

14<sup>th</sup> Did you make application to him yourself for a Loan of money to enter Lands at that sale, if so, state what conversation occurred between you on the subject.

(Objected to.)



17X  
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Ans. I did make application to him for a Loan of money, I told him first I wanted fifty Dollars, and he would give him fifty some more of said for security. I wanted the money for one year. He said he would not loan money for one year, but would loan it to me for three years at thirty three one on three per Cent per year. I declined taking the money as I wanted it for only one year.

18<sup>th</sup> How long after the said date did Buchanan continue to reside on the lands.

Ans. I am not positive. It was one three years.

19<sup>th</sup> Do you know Defendants Robert Smith James Montgomery Eliza A Clark William Ralston & James C. Davis if or how long have you known them or either of them.

Ans. I do know all the above named Defendants, have known Robert Smith since 1844 or 1842 James Montgomery since 1841 or 1842 Eliza A Clark since 1841 or 1842 James C. Davis since 1841 or 1842 William Ralston since then or for years.

20<sup>th</sup> Where have these parties resided since you know them.

Ans. All of them except Eliza have resided in the immediate neighborhood of the Calumet Lands Ralston lives about three miles from these lands previous to and up to the time he moved on the Calumet Land where he now resides.

21<sup>st</sup> Have you had any conversation with any or either of them in relation to Buchanan's Claim to the lands in question, if so state which of them, and when and what such conversation was.



21 When and how did you first learn that Taylor had money to  
Lend to settlers to enter their lands

178

(First to)

Ans I learned of it at the same sale by himself, and went with others to  
him to get money for that purpose.

192

22 When you learnt when the Complainant Talnage applied to Taylor  
for money to enter his lands.

Ans I was.

23 What conversation took place between Talnage and Taylor.

Ans When he first went to him he said he wanted to borrow money to  
enter the lands in question, and asked what terms he would enter it on  
and what interest he asked Taylor said he should want thirty three  
and one third per cent per annum for three years. Said he would take the  
Duplicate in his own name and give him a bond for a Debt.

24 What objection Talnage objected to giving so high a rate of interest  
and if he did, what answer did Taylor make to that objection.

Ans He did object, and said to beat him down Taylor said that was  
his rate, and would not let it go for a less rate. That he had the  
Lands set off in his own name, and gave bonds for debts.

Cross Interrogations.

J. W. H. H. H.

25 Was there any other evidence on these points other than the two facts before referred to.

Ans There was a small one about the same bonds but not more of any other.



2<sup>d</sup> Do you recollect the words now written by Taylor or Salvage in the  
annotation below them also spoken of

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Am I recollect some of the words.

John H. Lynd

1774



Oct. 1. 1861.

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Articles of Agreement made and concluded the twenty ninth day of  
Sept. in the Year One thousand Eight Hundred and Thirty nine between  
William Taylor of St Louis and State of Missouri of the first part  
and the Board of Supervisors of Warrick County and State of Illinois of the  
second part, Witnesseth, that the 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, hereby agree to sell to the said party of the second  
part all that certain lot and parcel of land situate in Warrick County  
and State of Illinois known and distinguished, as the South East quarter  
and the South west quarter of Section No thirty five, and also the  
the North West Quarter and South West Quarter of Section No thirty five  
in Township No forty five of Range No two East of the third principal  
meridian containing six hundred and forty acres, with the privileges  
and appurtenances thereto belonging.

And the said party of the second part in consideration of the premises  
hereby agree to pay to the said party of the first part, his or their executor  
administration or assigns, the sum of One thousand Eight Hundred and  
fifty six dollars, as follows, viz. Two Hundred fifty six dollars in one year  
Two hundred fifty six dollars in two years, Two hundred and fifty six dollars  
in three years and one thousand & fifty six dollars in four years from the date  
hereof. And also that he will well and faithfully in due season, pay or cause  
to be paid all taxes and assessments, ordinary and extraordinary, for any  
purpose or taxation upon the said premises or appurtenances.

And the said party of the first part further covenants and agree with the  
said party of the second part, that for the faithful performance by the  
said party of the second part of his undertakings in this behalf, and of  
the payment of principal and interest of the sum above mentioned in the  
manner specified to the said party of the first part shall and will  
without delay well and faithfully execute and deliver in person or by attorney  
fully authorized a good and sufficient deed or deeds and thereby assign  
as convey to the said party of the second part the same and assigns a good



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1957

perfect and unimpaired title in fee simple to the above described premises with their appurtenances. And it is mutually covenanted and agreed by and between the parties hereto, that in case default shall be made in any of the payments of principal or interest at the time or any of the times above specified for the payment thereof and for sixty days thereafter, this agreement and all the preceding provisions thereof shall be null and void and no longer binding, at the option of the said party of the first part his representatives or assigns, and all the payments which shall have been made herein or in pursuance hereof, absolutely and forever forfeited to the said party of the first part, or at the election of the said party of the first part, his representatives and assigns, the covenants and liability of the said party of the second part shall continue and remain obligating upon the said party of the second part, and may be enforced, and the said consideration moneys and some part thereof with the annual interest as above specified be collected by proper proceedings in law or equity from the said party of the second part his heirs executors administrators or assigns.

And it is further mutually covenanted and agreed by and between the parties hereto, that in case of default in the payments stipulated to be made by the said party of the second part, or any part thereof, and the election of the party of the first part his representatives or assigns to annul the foregoing contract of sale at an end and said payments forfeited, the said party of the second part, his heirs representatives 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 tenant and tenant at will of the said party of the first part, his representatives and assigns on a rent equal to an interest of ten per cent per annum on the whole amount of the purchase money above specified payable quarterly yearly from the day of such default in payment of principal or interest. And after such default in payment and election to annul the above contract of sale is void, the said party of the first part his representatives and assigns, shall and may have and exercise all the same rights and remedies provided by Law or equity.



1888

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to collect such rent, or to remove such tenant or tenants, the same as if the relation of landlord and tenant, hereby declared, were created by an original absolute lease for that sole purpose in a specified most payable quantity in a term at will. And that in such case the said tenant or tenants shall and will pay or cause to be paid all taxes and assessments ordinary and extraordinary which may be laid or assessed on said premises or any part thereof during the continuance of such tenancy, and will not commit or suffer any waste or damage to said premises or the appurtenances, but will keep and deliver up on the termination of such tenancy the said premises and appurtenances in as good order and repair (ordinary wear and decay and unavoidable injury by the elements excepted) as they were in at the commencement of such tenancy. And it is further agreed by the parties herein expressed, that the within named payments shall be made at the City of Chicago Ill. and it is agreed upon between the above designated parties that the sum of twelve hundred dollars will be considered as full satisfaction for the foregoing Bond at the expiration of one year from this date.

In witness whereof, the party of the first part, and the party of the second part in their proper names have hereunto respectively set their hands and seals, on the day and year first above written.

Subscribed and signed  
in presence of  
John P. T. Perkins.

Wm. H. Hester Sec.  
John P. T. Perkins. Sec.

State of Illinois  
County of Cook

Filed for record on the 11th day of September  
A.D. 1888 at Chicago Ill. Recorded in  
Book E of 24 pgs 110 and examined  
Chas. H. Hester  
Recorder.



197 Deposition of John D. Feltus who being first duly sworn  
deposes as follows,

NSA

Q What is your age and where do you reside.

A I am about thirty eight years old and reside in the Town of Belvidere  
Deer Creek County Mo

Q How are you acquainted with William Taylor, who operates with money  
at the Land sale in Galena Mo in 1897 and if you were, when, where  
and by what means did you first become acquainted with him.

A I am acquainted with the said Taylor in the year 1894 & 1895. I became  
acquainted with him first in 1894. at Chicago Ill. There was a Land  
sale in Chicago Ill in September I think 1894 I understood that a  
man by the name of Taylor was to be there to loan money to settlers  
to enter their lands. I found him at the Land house in Chicago and  
inquired of him if he intended to be at the Land sale in this District  
at Galena. He told me he thought he there to loan money to the settlers  
I then made arrangements with him for money to enter my land  
and to assist him in making locations and loans to others at the  
said Galena Land sale.

Q Do you know whether or not said Taylor loaned money to the  
settlers at the Land sale in Chicago and if he did state what  
amount, if you know and upon what terms  
(Objected to)

A Mr Taylor told me that he had loaned about nine or fifteen  
thousand dollars. I don't recollect which at the Chicago sale  
It was either nine thousand dollars at Galena and fifteen thousand  
dollars at Chicago or fifteen thousand dollars at Galena and nine



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Thousand dollars at Chicago. His rate of interest was thirty three and one that you and you and he loaned his money for three years generally. Sometimes he loaned his money for four years. He let the Settler have the money and took the deed of the Land in his own name for security. He told me that that was his mode of taking his security for his money. He took the Land in his own name and gave the Settler a Bond to him to return when they paid him the money and interest.

3<sup>d</sup> What relation in that connection Taylor & firm to the interests of the Galena Land sale as well as to those at Chicago.

(Applicable to.)

Ans He did not make an arrangement with me to assist him at the Galena sale. He said he had been unable at Chicago in some instances, and had obtained some tracts of land for Settlers which he thought were not worth Government price. He said he did not want the Land, all he wanted was his money & interest and he did not want to take poor lands for any price.

4<sup>th</sup> When did you reside at that time and did you attend at the said sale in Galena.

Ans I resided in St. Louis Mo and did attend the Land sale in Galena in 1839.

5<sup>th</sup> Was the Town of Mendota Acme Co included in the district of Lands sold at Galena.

Ans It was.

6<sup>th</sup> Did you know Mr. Putnam the Complainant at that sale.

Ans Yes.

7<sup>th</sup> Did you know of a negotiation at that time between the complainant



and said Taylor for a loan of money to the complainant, and if you did  
 state what you knew about that negotiation and the result of it.

Q88

Ans I did know of a negotiation being made between the complainant  
 and said Taylor for a loan of money. I introduced the complainant  
 to Mr Taylor, and Mr Dalnager made an arrangement with him for  
 money to rent his lands. The lands were situated in the County of  
 Antrim and known as the South East Quarter and the South West Quarter  
 of Section No thirty five, and the North West quarter of and South West  
 quarter of Section No thirty five in Township No thirty five, Range  
 No two East of the Third T.M.

Q What was the arrangement made by the complainant with said Taylor  
 for that money.

Ans Dalnager was to pay Taylor thirty three and one third per cent per annum  
 interest for the money for four years, and to take the title to the land  
 for security for the money. Dalnager was to take the deed of the  
 lands from Government in Taylor's name, which was done, and a bond  
 was given back to Dalnager by Taylor. It was further agreed between  
 them that if Dalnager should pay Taylor before Harriet's death in  
 one year Taylor would give him the land.

Q Did any discussion occur on that occasion between the complainant  
 and Taylor about the rate of interest the complainant was to pay  
 for that money and if there did what was that discussion.

Ans There was a conversation between them on the subject. Mr Dalnager  
 said he wanted to get the money at a less rate of interest  
 Taylor told him he had but one rate to go by with all and that  
 was to loan his money to any one at thirty three and one third per cent.



XXX

10<sup>th</sup> Did Draper at that time state to Valmagne what security he required of the Settlers, and if he did, what did he say that that security was.

200

Ans He did state to him that his only way to take the due of the land in his own name for security, and give back a bond to due when the money and interest should be paid.

11<sup>th</sup> State whether this arrangement was made before the Lands in question were bid off at the sale.

(Objected to)

Ans I think it was.

12 Do you know whether Valmagne made any arrangement for the bidding off of these Lands and if you do what that arrangement was State what you know on the subject.

John D A Collins

Ans Mr Valmagne agreed to have the Lands bid off in Draper's name and I know that Valmagne caused the Lands to be bid off in his Draper's name.

13<sup>th</sup> State if you know who took out from the Land office the Return Receipt for the Complimentary Lands.

Ans I think I took them out myself in company with Mr Valmagne. It was my business to take out the receipts for the Lands that had been bid off in Draper's name.

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14<sup>th</sup> What was then done with the Receipts for Complimentary Lands.

Ans I gave them to Draper and a Bond was then made out to Valmagne for the Lands.



15<sup>th</sup> Look upon the paper then produced Dated 21. and made an  
exhibit in this cause, and state whether the same, is the I Bond then  
201 given by said Taylor to the Complainant and whether the same was  
187 presented in your presence, and whether you witnessed the same.

Ans. This is the I Bond then given by Taylor to Talmaage. I was present at  
its execution, and at the request of the parties witnessed the same.

16<sup>th</sup> State whether at the previous negotiation between Talmaage and Taylor  
which you speak of, anything was said about changing interest  
upon the price of the Lands, and the thirty three and one third per cent  
interest added thereto.

(Objected to.)

Ans. I think there was not. There was only the thirty three and one third  
per cent interest to be charged there.

17<sup>th</sup> State if you know, what the form of the I Bonds given to other  
settlers was, and whether it was the same printed form as that  
of the one given by Taylor to Talmaage.

(Objected to.)

Ans. The I Bonds given to other settlers by Taylor were all like the one  
given to Talmaage and were all printed forms.

18<sup>th</sup> Did Taylor to your knowledge state whether the money he lent at  
that rate belongs to himself or not. John D. Rollins

(Objected to.)

Ans. I never heard him represent to any one but that the money was his.  
He called it his own money and he is such.

19<sup>th</sup> Did you hear money of Taylor at that rate, and if you did,  
for what purpose and to what amount.



(Objected to)

Ans. I did loan money of Taylor at that time for the purpose of  
entering land. I loaned about one thousand dollars of him.

XIX

Wm. R. A. Nelson.

202

Chas. D. Nelson.

Q Who paid the money to the Land Officers for this land  
Ans. Mr. Taylor.

Q For whom did you receive the duplicates from the Land Officers.

Ans. I received them from the Land Office for Mr. Taylor at Taylor  
and DeLongue's request.

J. L. D. Nelson.

The paper marked A. referred to in Deposition of J. L. D. Nelson  
is made attached and made an exhibit in this cause.

Chas. D. Nelson.



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State of Missouri.  
Winnipeg County 7th.~~107~~

Charles A. Spafford Clerk of the Circuit Court  
in and for said County do hereby certify the foregoing Depositions, of Thomas  
James Cook, William H. Cook, John Channing, John H. Cook & John D. H. Cook,  
as the part of the Complainant, in the Cause of the Defendants Complainant  
and Alexander Ferguson, versus Thomas Cook & the Defendants, now before  
me in my Office in Rockford in said County of Winnipeg, and there  
and signed by the said Complainant in my presence, that the same  
interrogation and answer thereto were reduced to writing by me, that said  
Depositions were commenced to be taken on the 9th day of March A.D. 1852  
and were continued until the 15th day of March A.D. 1852 when the  
testimony was finally closed. That the Complainant was represented  
by Thomas and Cook his solicitors, and the Defendants by Wright & Son  
Solicitors, and that said depositions were taken in pursuance of the aforesaid  
Act.

(SS)

Witness Charles A. Spafford Clerk of said Court and the Seal thereof at  
Rockford the 15th day of March A.D. 1852.

C. A. Spafford Clerk.



100

1st of March.  
Ministère County S.C.

Ministère County Court, Genl.

The Plaintiff  
vs.  
The Defendant

D.H. 1. *My dear Sir,*

Reference of Ashe C. Davis & John Dennis  
vs. John Smith, Robert Montgomery, Daniel Smith & James Nelson  
taken upon the part of the Complainant in the above entitled cause, by agreement  
of the parties, by their solicitors, before the Hon. Judge of the Circuit Court  
in and for said County, the Complainant by Counsel his solicitor, and  
the Defendants by their solicitor being present.

As the said case being heard as follows,

1st. That it is now agreed and asked as you desire.

Ans. I reside in Charlotte Minniscie County and am thirty seven years of age.

2nd. Do you know the Complainant & the Defendants  
Robert Smith, James Montgomery, Charles A. Wick, J. Nelson, and James  
C. Dennis, or any one of them, and if yes how long have you known  
them respectively?

Ans. I have known the Complainant Selma since 1838 or '39 - with Robert  
Smith since 1842, Defendant Montgomery I have known by sight about  
three years, I have known Defendant John Wick at the time of the last  
term at Selma. I have known Sgt. William Nelson by sight about  
two years and have had conversations with him at different times  
during this period. I have been acquainted with James C. Dennis about eight years.

3rd. Do you agree to the facts the said case as the facts of the case?



205

That you and that half of the land you in town forty five  
Acres, Range No. E. S. M.

the same  
188

1<sup>st</sup> When did you first become acquainted with these lands and who  
if any one, had possession of them, and how long did that possession  
continue.

Ans I first knew the lands above described in the year 1838 or 1839.  
At that time the complainant had possession of the lands,  
at that time had had possession of them until the year 1842  
How long after that time he had possession I cannot tell.

2<sup>nd</sup> How you have seen these lands, and if so, at what distance and  
how long, and in what manner or by what name if at all have you  
seen these lands designated in the neighborhood, and how long have  
you known them so designated.

Ans I have lived within one mile and a half of the lands for about  
forty years. They have always been called the Schuylkill lands.

3<sup>rd</sup> Where have the above named Defendants lived, since you have been  
acquainted with them as defendants.

Ans The Defendant Robert Smith has lived in Sand adjoining the Schuylkill  
lands since 1840. He lives a short half a mile from the Schuylkill  
lands. Defendant James H. Haffner has lived since 1840 in the  
Schuylkill lands. He lives a short half a mile from the Schuylkill  
lands. He lives at least eight feet. Defendant William H. Haffner is dead  
since 1840 he has lived. Defendant James C. Haffner has lived about  
half a mile from the Schuylkill lands at least eight years.



Q<sup>th</sup> Was you at the Land Sale at Salina in 1853? and if so did  
you see any or either of the above named defendants there?

Ans

Ans I was there at the Land Sale of 1853. I think I saw Clark & his  
sons.

Q<sup>th</sup> What was the value of the Claim right to the Palmarco Lands  
at the time of that sale.

Ans I don't know as I can tell. I know that Palmarco was offered  
several thousand Dollars for his claim five or ten days before the  
Land sale.

Q<sup>th</sup> Has the negotiation of the Palmarco Lands been settled for six or  
eight years past, and if so has that settlement been that or there.

Ans It has been settled for six or eight years I don't know it then.

Wm. C. Plummer.

Q<sup>th</sup> Deposition of Cynthia Plummer who being first duly sworn deposes  
as follows.

Q<sup>th</sup>

Q What is your age and where do you reside?

Ans I live in the Town of Fairfield Minniscog County Minnesota and  
am about fifty seven years of age.

Q Are you acquainted with the trustee known as the South half of  
section thirty four and the North half of section thirty four in Township  
Twenty four North, Range Two East of the 6th Meridian within the Palmarco  
Lands.



Q<sup>d</sup> Are you acquainted with the Asst. Agent Smith, one of you have long  
known you known him.

207

Ans I am acquainted with him, have been acquainted with him about  
ten years.

100

Q<sup>d</sup> Did you ever hear said Smith say anything of his being about to  
purchase some of the Tularego Lands, and if yes what did he say  
about it.

Ans I don't recollect ever hearing him say anything about it.

Q<sup>d</sup> Did you ever hear him say anything about having purchased some  
of the Tularego lands.

Ans I have no recollection of hearing him say anything about the  
purchase of any of those lands.

Q<sup>d</sup> Are you acquainted with the Asst. James Montgomery, and if yes  
did you ever hear him say anything about purchasing some of  
the Tularego lands.

Ans I am acquainted with the Defendant Montgomery, I have had  
some conversations with him respecting his purchasing some of that  
land, Asst. to did purchase it. But that I had any conversation  
with him before he purchased it.

Exhibit D.

Q<sup>d</sup> Are you acquainted with Defendant Edwin M. Smith, and if yes did you  
ever hear him say anything of his being about to purchase a part of  
the Tularego Lands.

Ans I am acquainted with him and have him say he was about to purchase  
a part of that tract of lands.



XXX

8<sup>th</sup> What did he say about that purchase

Ans He said he was about to purchase a piece of that land of  
Robertson & Holland at 25.00 per acre I think.

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9<sup>th</sup> Did you then him say anything about the goodness of the title  
he was to have and if yes what did he say?

Ans I saw him say he thought the title would be good when he got it.

10<sup>th</sup> Did he say who he was to derive his title from and if yes, from  
whom, and what did he say about that title.

Ans From the best of my recollection he said he expected the title  
from Alexander Thompson He said the land was owned by Taylor.

11<sup>th</sup> Did he say anything about the title of Taylor to the land and  
if yes what did he say about it.

Ans From the best of my recollection I heard him say that Taylor's title came  
from the United States.

12<sup>th</sup> Did he say anything how Taylor acquired his title from the  
United States and if he did, what did he say about it.

Ans I think I heard him say that he acquired it from the  
land he let off the land and got the Certificate.

13<sup>th</sup> Did you then said that say anything about Taylor having paid  
money to someone for the duty of his piece of land at the  
Land office and if yes what did he say about it.



Ans I have him say that he did not believe Taylor ever furnished Putnam with the cost of money to cut the land. The reason why he did not believe Taylor did Putnam have the money, was that he had understood Taylor's practice was, when application was made to him for money to loan, his reply was that he had no money to loan. But if the land they wished to cut, was well situated of good quality, that he would value it, and value with an article with the applicant for the money to make him or them a deed, when they fulfilled their obligation contained in their article of agreement.

14 Did you have him say anything about the Complimentary Putnam Survey title to the lands, and if yes, what did he say about it.

Ans I have him say after Putnam left the land as he did that if Putnam ever had any title to the land he had forfeited it.

15 What gave rise to the conversation?

Ans Mr Putnam has been residing on the lands and his leaving them gave rise to the conversation.

16 When did Mr Putnam leave the lands.

Ans I cannot tell exactly.

17 Are you acquainted with Deputant James C. Dennis, and if yes did you ever hear him say anything of his being about to purchase a part of the Putnam lands.

Ans I am acquainted with him, and have him say, he was about to purchase a part of the Putnam lands.



18<sup>th</sup> What did he say about that purchase?

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Ans. He said he thought it best to purchase it because it lay adjoining  
his farm.

19<sup>th</sup> Did he say anything about the Compliment of Salomage having  
claim to the lands and if so, what did he say about it?

Ans. He said if Salomage has any claim he supposed he had for  
feeling it. Ezekiel Dennis

20<sup>th</sup> How did he say he supposed Salomage had forfeited his claim?

Ans. I don't know as he said any thing about it. He depends  
upon the opinion and judgment of others.

21<sup>st</sup> Can you state what information the said James C. Dennis has, if any,  
about any claim of the Salomage to the said lands and how he  
obtained that information.

Ans. James C. Dennis is my son, and when he heard that Salomage had  
left the land, it confirmed us in our opinion that he Salomage  
had forfeited his claim to the lands.

22<sup>nd</sup> State whether it was a subject of conversation in the night before  
that Salomage had forfeited his title to the said lands, and if it  
was how far was that conversation?

(Objection 1.)

Ans. It was very frequently talked about at the time he left it and  
afterwards.

Charles Dennis



209 Deposition of A. H. Tait who being first duly sworn deposes as follows.

~~789~~ Q What is your age and when do you reside.

A I reside in Guilford Township County and am thirty five years old.

Q Are you acquainted with Defendant Robert Smith, and if you are did you ever hear him say anything about purchasing a part of the Selkirk lands, and if you did, what did you hear him say about it.

A I am acquainted with him. I don't know as I ever heard him say anything about it.

Q Did you ever hear him say anything about the Selkirk lands or if so what did he say about them.

A I have heard him talk about them since the commencement of this suit. He was talking about the title, and he said he thought the title was good.

Q Are you acquainted with Defendant Wentworth, and if you are did you ever hear him say anything about the Selkirk lands or any part thereof, and if you did what did he say about them.

A I am acquainted with him. I have heard him speak with reference to the title and he said he thought it was good.

Q Did he state what was the origin and chain of that title, and if he did what did he say?

A I don't know as he did.



Q<sup>1</sup> Did he say anything about the Complaint, Patawapi Lands?  
A<sup>1</sup> I did not know as I can have him say anything about Patawapi Lands.

210

Q<sup>2</sup> Do you know whether he came into the neighborhood previous to purchasing part of these lands.

A<sup>2</sup> I believe he did. He was living in the neighborhood, at the time I understood he purchased part of the Patawapi lands.

Q<sup>3</sup> Are you acquainted with Defendant Charles A. Clark, and if you are, did you ever hear him say anything about purchasing a part of the Patawapi lands, and if you did, what did he say about it?

A<sup>3</sup> I am acquainted with him. I recollect hearing him say that he intended to purchase a piece of the Patawapi Lands. He said something about the title he said he thought it was good.

Q<sup>4</sup> Did he say anything about the origin and title of that title and if he did what did he say about it.

A<sup>4</sup> I heard him say that Patawapi had forfeited his claim. I had him talking with him about Patawapi title to the lands, he said Patawapi had forfeited his claim. I can not recollect that he said anything about the origin & title of title.

Q<sup>5</sup> Are you acquainted with Defendant W. K. Ketchum, and if you are, did you ever hear him say anything about his purchasing a part of the Patawapi lands, and if you did what did he say about it.

A<sup>5</sup> I am acquainted with him, and I can hear him say that he had



Purchased three fifty acre lots of the Delmarco claim.

211 1<sup>st</sup> Did he say anything about the title to those lands, and if he did, what did he say about it. J. H. Kirk

12<sup>th</sup>

Ans He said he never knew of such a man as Delmarco at the time he purchased. (Opinion was not being given to the question.)

1<sup>st</sup> Are you acquainted with Defendant James C. Davis, and if you are did you ever hear him say anything of buying about purchasing a part of the Delmarco lands, and if so what did he say about it.

Ans I am acquainted with him and heard him say he was calculating to purchase a piece of the Delmarco lands. He said he considered the title good.

15<sup>th</sup> Did he say anything about Delmarco claim to the lands, and the nature of the claim, and if he did what did he say about it.

Ans I don't recollect hearing him say anything about Delmarco claim but  
J. H. Kirk.

Declarations of Samuel Kirk who being put duly sworn according to the deposition as ordered.

1<sup>st</sup> What do you reside and what is your age

Ans I reside in Harrison Township, County and am forty eight years old.

11<sup>th</sup> Do you ever communicate with the Commissioners of Delmarco and if you do have you ever heard from them.



Q<sup>ues</sup> How long have you known him since the fall of 1844

Ans I am acquainted with the half sections of lands called the  
212 Palmar lands.

Ans I have.

Q<sup>ues</sup> Are you acquainted with Defendant Robert Smith and if so how  
long have you known him, and when has he visited during that time?

Ans I am acquainted with him, have known him since 1844. He has lived  
since that time on land adjoining the Palmar lands. There is only  
a fence between his land and the Palmar land.

Q<sup>ues</sup> Do you know whether or not Robert Smith or any of his family  
have worked for Palmer on those lands.

Ans My impression is that they did work for Palmer on the lands above  
alluded to.

Q<sup>ues</sup> From what is that impression derived?

Ans From their dealings.

Q<sup>ues</sup> Did you ever hear Robert Smith say anything about Palmer's title  
to those lands, and if you did what did he say about it?

Ans I don't recollect hearing him say anything about it before he  
purchased the land.

Samuel Harris.



Deposition of Robert Montgomery who being first duly sworn deposes as follows.

~~Q~~ 1<sup>st</sup> What is your age and where do you reside.

Ans I reside in Guilford Min. Co. Vt. and am twenty five years old.

2<sup>d</sup> Are you acquainted with the Complainant Talma, and the Defendants Robert Smith and James Montgomery, and if you are how long have you known them respectively.

Ans I have been acquainted with Complainant Talma since 1842 and with Defendants Smith & James Montgomery ever since I can remember.

3<sup>d</sup> Where do the said Robert Smith and James Montgomery reside, and how long have they resided there.

Ans Robert Smith resides on land adjoining the Talma's land. His home is about eighty rods from that land, he has resided there since 1842. James Montgomery resides about one mile from the Talma's land, he has lived there six or seven years.

4<sup>th</sup> Is James Montgomery related to you, and if he is, how?

Ans He is my father.

5<sup>th</sup> Have you lived with him since he resided where he now resides.

Ans I have.



1  
Q<sup>d</sup> Had Mr. Salas left the lands above mentioned, when your father  
came into the neighborhood.

~~214~~

Robert Montgomery

A. He had not.

214

Q<sup>d</sup> Did your Father know that the Complaining Salas lived on  
what was called the Salas Land, when he first came into the  
neighborhood.

A. He did.

Q<sup>d</sup> Did you or not work on these lands for Complaining Salas  
on your father's account.

A. I don't recollect working on these lands unless it was in the  
winter on the lands.

Q<sup>d</sup> Do you know whether your father bought timber of Salas to build a house  
and if you do where was it got.

A. I don't know of where it was purchased, I know he got timber from  
the woods on the Salas Land to build a house.

Q<sup>d</sup> Are you acquainted with Defendant William Salas, and if you are how  
long have you known him.

A. I am, have known him I think for years.

Q<sup>d</sup> When did he reside on the land he owned there.

A. He lived on what is called the Salas Land, he has lived there I  
think about three years.



1<sup>st</sup> Do you know whether he came into the neighborhood of these lands  
previous to purchasing some part of them.

2/5

Ans He was in the neighborhood but a few miles before he purchased a  
part of these lands.

2/5

Wm. Kenton.

Deposition of Daniel Smith who being first duly sworn deposes as  
follows.

1<sup>st</sup> What is your age and where do you reside.

Ans I am thirty two years old and reside in Charleston W. Va.

2<sup>nd</sup> Are you acquainted with Defendant Robert Smith, and if so how did  
you come to be acquainted with him.

Ans I am acquainted with him. I became acquainted with him by reason  
of his being my brother.

3<sup>rd</sup> When has he resided for you past.

Ans He has resided forty miles from the Talmaize Lands, has lived there about  
ten years.

4<sup>th</sup> Do you know whether any of your Father resided on the Talmaize lands  
for Talmaize on Robert Smiths descent.

Ans One of my Father resided on these lands for about forty years for Talmaize putting  
up his on Robert Smiths descent.



Q<sup>d</sup> Did you have said that Smith say anything about the Claim of  
216 Complimentary Salutations to Miss Smith, and if you did, what did he say  
about it.

Ans I don't recollect having said anything about said after this suit was  
commenced.

216.

David Smith

Question of Anna Keister ab having said said some before as  
before.

Q What is your age and where do you reside.

Ans I am twenty six years old and reside in Hudson River N.Y.

Q Are you acquainted with the Complimentary Salutations, and Respectful  
William Keister and if you are, how long have you known them respectively.

Ans I have been acquainted with Complimentary Salutations about one year  
William Keister is my Father's Father

Q When does your Father reside and how long has he resided there.

Ans He resides in what is called the Taylor lands. He has resided there  
about three years.

Q And these the lands which are sometimes called the Taylor lands.

Ans They are.

Q Have you resided with him since he lived on these lands.

Ans I have.



217

Q When did he come from when I arrived at that place.

A He went from about half a mile this side of Dover in this County.

Q How long had he resided there. James Ralston

A About two or six months.

Q Do you know whether he went to examine the lands when he resided before he purchased.

A He did.

Q How long before.

A About three or four days.

Q Do you know whether any person went with him to show him the land and if you do who was the person or persons.

A Robert Smith & John Smith both <sup>to</sup> of which went with him.

Q Did you about that time hear him say anything about the complainant claiming a claim to these lands.

A I did not.

James Ralston

Charles H. Hargreaves.

Q When did you get the first copy of record to your house.

A About the County Clerk.



*L. D. C.*

218

5 How long had he lived to Christ

As I think think about the fact.

James B. Hildreth.

Oct 4 1860

Ministry County 100.

Long Point.

Ch. Lloyd (W.)



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# Defendants Evidence

Exhibit Sept 3-1853.

Minutage Circuit Court

Thos. Minutage and others

vs.

In Chancery.

vs. Patmudge.

Whereas you now place to be

that on Friday the 18th day of September last at Seelys Hill at the Office of the Clerk of the Circuit Court of Minutage County in Westford in said County before some officers authorized to take depositions; the depositions of William Rogers Thomas Nash, Francis Thomas, Henry Abbott, Emma Brown, Cythia Brown, Susan High, William S. Webb, John Miller, George Allen and Charles Miller of the State of New York, to be used in evidence for the Defendants in the hearing of the above entitled cause when and where you may attend and cross-examine if you think proper.

Examination to commence at Seelys Hill and to continue from day to day until completed.

Witness, William Holland & Wright

Thos. Minutage & Co.  
Clerks of Court.

Sept 3-1853.

Deposition of William Rogers taken on the hearing of a cause now pending in the Minutage Circuit Court in the State of New York. The Patmudge is complainant and Alexander Rogers and others are Defendants.

vs. Patmudge.

vs.

In Chancery.

Alexander Rogers  
Thomas Minutage & Co.

Q. What is your age and where do you reside?

A. I am about 45 years old and reside in Marlboro Minutage County Maine.



Q<sup>d</sup> Are you acquainted with the parties Complainant and Defendants in the above entitled Cause or either of them, and how long have you known them respectively.

A<sup>ns</sup> I am acquainted with the Complainant, Lane Dixon Lane can since the land sale at Galena in 1839. I am acquainted with Defendants Kirk Smith, Montgomery, Smith, have known them about eight years, have been acquainted with Defendant Nelson about five years. I am not acquainted with any other of Defendants.

Q<sup>d</sup> Have you been examined as a witness in this case and if so, on whose behalf and where.

A<sup>ns</sup> I have been examined as a witness on the part of the Complainant although it was since time in the Spring last past.

Q<sup>d</sup> Do you know who is now in possession of the 1/2 of Sec 34 and the 1/2 of Sec 35 Township Forty five Range 2. and if so state who is in possession of the same.

(Witness to.)

A<sup>ns</sup> Defendant Clark Park is on one Eighth, John Smith is in possession of two Eighths and Defendant Nelson is in possession of some of the above described lands I cannot say exactly how much. Defendant Montgomery is in possession of one Eighth and forty of said land. Defendant Davis is also in possession of a Part of said land.

Q<sup>d</sup> Was the Complainant ever in possession of any of said lands, and if so how long ago was he in possession of the same.

A<sup>ns</sup> He is on the ground that he has been.

A<sup>ns</sup> He was in possession at the time of the land sale, but has long since he left the land I do not now recollect.



Q<sup>xix</sup> How long is it since Defendant Wick first entered into possession of the land above mentioned.

222 Ans I think about five or six years.

Q<sup>xx</sup> What whether there were any improvements on the land at that time Wick first went into possession of the same.

Ans There were some improvement on some of the land at that time, I cannot say whether there was any on the Eighty that Mr Wick had or not.

Q<sup>xxi</sup> Do you know whether the Complainant Talmaze before Defendant Wick purchased the Land bought by him, knew that said Wick intended to buy said Land and if so state what you know on that point, and how your knowledge is derived.  
(Object to.)

Ans, Mr Talmaze rode up with me from Rockford to Mr Wick's house and on the way we got into conversation about the land Wick had bought and at that time Talmaze said to me that Wick had told him he wanted to purchase that piece of land, and I said to him to go ahead and get it if he wanted it.

Q<sup>xxii</sup> What would you say and Talmaze talking about at that time.

Ans We were talking about the Land that Wick was in at that time and about his purchasing it.

Q<sup>xxiii</sup> How long ago was this conversation?

Ans I think it was a few days this fall.

Q<sup>xxiv</sup> Have you had any conversation with Capt Talmaze about that conversation since  
422-1157



Ans. Not much of any.

Q. Q.

12<sup>th</sup> Have you had any conversation with Compt<sup>r</sup> Salnager respecting Agent Smith's purchase and if so State what that conversation was.

Ans. Nothing that I recollect.

13<sup>th</sup> State whether the said Salnager did not request you to see and converse with said Smith, about his matter, and if so State when that was.  
(Objected to.)

Ans. I don't recollect that he ever did.

William Mayers.

### Cross Examination

1<sup>st</sup> When did Salnager say it was that he told Smith to go ahead and get the land if he wanted it?

Ans. He did not say when it was.

2<sup>nd</sup> How did you happen to get into conversation with Salnager on that matter?

Ans. I do not now recollect how it was. When we were together we were always talking about that land, and I was frequently saying to him that when he got the time I wanted to be his friend.

3<sup>rd</sup> Did you not often joke with the Complainant about these lands?

Ans. I did.

4<sup>th</sup> How happened you and Salnager to be talking about Smith's getting some of the land at that time.



226

Ans. I do not now recollect.

Q<sup>d</sup> Did not Selwage on that occasion say that Dick had been buying  
a rifle with him about the lands.

Ans. I don't recollect that there was any such conversation at that time or not.

Q<sup>d</sup> Do you or not recollect whether Selwage, when he said he told Dick to  
go ahead and get the land of the natives it referred to going ahead  
in this suit.

Ans. I don't recollect, he might and might not.

Q<sup>uest</sup> Examination resumed.

Q<sup>d</sup> Did you understand Selwage in that conversation to refer to matters  
which occurred before the commencement of this suit, or to matters  
which occurred after the commencement of this suit.

Ans. I understand or took it to be that he referred to the time when Dick  
first got his lands.

William H. Rogers.

Q<sup>uest</sup> Interrogatories

Q<sup>d</sup> Did Selwage state to you when it was that he had told Dick to go  
ahead and get the land of the natives it?

Ans. I don't recollect that he did.

Q<sup>d</sup> Did Selwage in that conversation which you mention state whether  
or not that he always meant to have the lands in question in this cause?



Ans I dont know as he said so at that time, he might and might not.

225 Q Did Talmaage at that time state whether White wished to settle with him or did he say whether he was willing to settle with White.

Ans

Ans I think there was some talk like that White was willing to do what was right, but dont recollect what was said exactly. I did not hear him say that he was willing to settle with White as I recollect.

4<sup>th</sup> Did or not Talmaage in that conversation state that White wanted him to release the Land and that he would not

Ans I dont recollect there might and might not have been such conversation.

William Waples.

Exposition of Thomas L. who being first duly sworn deposes as follows.

Q. What is your age and where do you reside?

Ans I reside in Bradford Township County Illinois - am about forty five years old.

Q Are you acquainted with the parties, Complainant and Defendants in the above entitled cause and if so have you known them separately

Ans I am acquainted with Complainant Talmaage have known him since previous to the Land Sale of 1837. I am acquainted with Defendants White, Smith, Smith, Montgomery, have known them about eight or nine years.



226 I think I know Reister but am not sure. I am not acquainted with any  
other of the Defendants.

Q When did the Complainant live when you first knew him.

A I think he lived on the same lands he did when he left them. I don't  
remember the exact description.

Q Who occupy those same lands now.

A Mr. Cook, Mr. Michael Reister, Montgomery and Robert Smith.

Q When did Talmadge come to occupy any part of those lands.

A I cannot tell exactly it was some years ago.

Q Was it before or after Smith commenced to occupy a part of it.

A It was before I think.

Q When did Complainant go when he left said lands.

A I understand that he went on to the Fishwaukie in the neighborhood  
of Hicks Mills.

Q What distance did he go from the lands on which he had been living.

A I have understood that it was sixteen or eighteen miles.

Q How often did he occasionally go to the neighborhood from which he  
had removed.



Ans. I do not now recollect that I can hear of his returning on from a  
free time.

22<sup>d</sup> Q<sup>d</sup> Did you have any conversation with said Salnager about the time he  
left in respect to these lands.  
(Objected to.)

Ans. I don't recollect that I had, I might and I might not.

Q<sup>d</sup> Did you ever have any conversation with him about that time  
in which he stated what his intentions were about leaving said Land  
and if so, state what he then said.

Ans. I don't remember of any such conversation, there might have been, but  
I don't recollect.

Q<sup>d</sup> Did you ever have ~~any~~ any conversation with him about his  
going to the Lands on the Northward?

Ans. I think not; don't remember.

Q<sup>d</sup> Did you ever hear Salnager advise any person to buy said Land, and  
if so, who, and what did he say.

Ans. I think not.

Q<sup>d</sup> Did you ever hear him advise S. J. S. Smith, or Montgomery  
to buy said Land or any part of it.

Ans. That he says recollects.

Q<sup>d</sup> Did you ever hear him speak of abandoning said Land, and if so  
when and what did he say.

(Objected to.)



Ans. I can not positively state I have. I have an impression of the kind, but I am not positive about it.

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228 Q<sup>d</sup> Do you know what improvements were on the Land at the time he left it and if so state.

Ans. I have seen a field enclosed on the Land, but I think the fence was taken off before he left it.

Q<sup>d</sup> Do you know who took away the fence, and if you do, who and for what purpose.

Ans. I do not know.

Q<sup>d</sup> How many other improvements on the land at that time.

Ans. There was a Town that he had been living in.

Q<sup>d</sup> What was the value of these improvements at that time.

Ans. I should not consider them worth anything then.

Q<sup>d</sup> Do you know what improvements Charles Cook has put on his Land if so state.

Ans. He has built a new enclosure, probably 2/3 of it is built, a good frame house on it, the whole improvements I should think was worth say a few hundred Dollars.

Q<sup>d</sup> Do you know how long since these improvements have been made and if so state.



Ans There is a field enclosed of about forty acres I should think.  
I should think the improvement worth from two to three Hundred dollars.

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Q<sup>d</sup> Do you know how long these improvements have been made, and if so State.  
Ans I should think about three years.

Q<sup>d</sup> Do you know what improvements Robert has put on his Land, if so State.

Ans He has enclosed a large field, and has a large building, & a log house.  
I should think the improvements worth perhaps five or six Hundred dollars.

Q<sup>d</sup> Do you know how long since these improvements were made, if so State.

Ans I should think about three years. Thomas Lake.

Abel Subergatind.

Q<sup>d</sup> Do you know what kind of a house Abil built on the land occupied by him?

Ans It is a square house, a good comfortable house, I was in the house once and it seemed to be new finished off and painted.

Q<sup>d</sup> How long ago was it since you were in the house?

Ans Was a year since.

Q<sup>d</sup> Have you ever been near it at any other time?

Ans I think I have been within five or six rods of the house three or four times.



4<sup>th</sup> Can you estimate of Six hundred Dollars for Water improvements, at what  
rate did you estimate the same.

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Ans I valued the same about three thousand dollars.

5<sup>th</sup> What kind of a fence encloses the Eighty.

Ans I think some picket, some board, and some rail fence.

6<sup>th</sup> How much Rail, how much Picket, and how much board fence is there.

Ans I don't know.

7<sup>th</sup> At what did you estimate the value of this fence.

Ans Probably One Hundred and Seventy five Dollars.

8<sup>th</sup> What did you estimate the value of the brackish,

Ans At One Hundred and Twenty five dollars.

9<sup>th</sup> How much can you do you estimate the value of the brackish,

Ans At two Dollars.

10<sup>th</sup> Do you not the few first crops of such land, being better than the  
crop of old Sand pay the additional expense of the first brackish,

Ans It has more been the case with me.

11<sup>th</sup> How did you estimate the value of the improvement of Miletine  
field.



Ans I estimated it from the spring and brookings.

Q<sup>d</sup>

13<sup>th</sup> What kind of grass is around that field.

Ans It is a Red Pine what I have seen. I have passed along on both sides of it, and in sight of another side of it. It is a large field, the number of acres I do not know.

14<sup>th</sup> How large is Palston's field of which you spoke.

Ans. I don't know.

15<sup>th</sup> What kind of a Log house has Palston in the Woods.

Ans. It has the appearance of being a comfortable Log house on the outside. I never was in it.

16<sup>th</sup> Have you any means of fixing in your mind when the improvements of Rich, Palston & Montgomery were respectively made.

Ans I have nothing definite except that they have raised three crops from them and probably more.

Thomas L. L.

Direct examination resumed.

1<sup>st</sup> What is your present occupation and how long have you followed it.

Ans My present occupation is farming I have followed it ever since 1829.

2<sup>d</sup> What was your business before 1829.





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Deposition of Samuel Harris who being first duly sworn  
deposes as follows.

For I have you to recommend as a witness in this cause, and of course in your behalf and mine.

Ans. I have been examined as a witness in this case in behalf of the Complainant, the examination was in the Spring last past.

I<sup>st</sup> How near do you live to the Fairage and how long does  
you live there.

Ans. I live about a quarter mile from them, heard Louis there about  
three years.

3<sup>d</sup> Who now occupy the Saline Lands?

An John Pratt, Esq. at: Eliza Chit. W. Michaud, Junr. Westbury.

4<sup>th</sup> Nov. Long Lane. They escaped this time.

Ans. I should think about five or five years I don't know the exact time

St. Ann. long river Salween 1st sand. Sand.

Ans I think he left in 1824 or about that time

Do you know what improvement there is the land where Schuager



Ans I don't know of any but the old house which was soon after  
burned up

Q. 2

Q. Do you know what improvements O. H. has put upon the portion  
of said lands occupied by him, if so State.

Ans He has broke and fenced the most part of an Eighty, has built  
a frame house, set out an Orchard

Q. What is the value of those improvements and how long since they  
were made. (O. H. H. H.)

Ans I should think the house cost between two and three hundred  
dollars. The fencing I should think was worth about one hundred  
dollars. I don't know as to the value of the fence. I think the  
improvements have been made about four years.

Q. Do you know what improvements have been made by Smith on  
the portion of the land occupied by him, if so State.

Ans He has broke considerable, don't know exactly how much, has fenced  
about a quarter of a mile, has built a house, dug a well, has built  
some stables and sheds.

Q. What is the value of those improvements and how long since they  
were made?

Ans I should think the house and well cost one or two hundred dollars  
I cannot say as to the value of the rest of his improvements  
The house was built about one year ago last spring. I don't recollect when  
the other improvements were made.