No. 12382

Supreme Court of Illinois

Hunt, et al.

vs.

Stewart, et al.

71641

1 Cook

Burleigh Hurt et als.

vs

Hart & Stewart et als.

1

1874

Supreme Court

Burleigh Hunt. Charles Taylor. Freeman Bridge et als Plffs in Error (Error from Cook)

vs

The President Directors & Company of the State Bank of Illinois Hart L Stewart. Lewis P. Sanger & John S. Wallace Defts in Error

And now comes Burleigh Hunt. Charles Taylor. Freeman Bridge et-als Plaintiff in Error by Isaac N. Arnold their atty & say that in the record & proceedings herein & in the orders & decrees of the Circuit of Cook County & in the orders & decrees made by the Judge thereof & in the final decree there is manifest error in this that the decree ought to have been for the Plaintiff in Error instead of for the Defendants in error.

And the said Plaintiffs in error assign & set forth the following special causes of error—

First. The Court erred in refusing to exclude the depositions of Compts. on motion of Defts Bridge. upon the ground that the notice of taking the same served upon the defendants Solicitor was insufficient. Rev Stat Chap 40. § 11 & in receiving the depositions of Rufus Tiffany. one of the defendants in this suit his testimony having been taken without an order for that purpose founded upon affidavit & in receiving the testimony of Hoyt. Gage. et al whose names were not in the notice of taking the same served upon Defts Sol.

Second The Court erred in decreeing that Burleigh Hunt one of the defendants pay to the Compts. $3339 22/100 when according to the Bill the judgments at Law were against Charles Taylor impleaded with Hunt.

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Third The Court erred in refusing to allow the Complts to read any portion of the Defendants answer. as it was sworn to & filed by him. but the whole should have been considered as evidence on the part of the defendants. & no part could be disregarded. the only remedy in case the defendants wished to withdraw any portion of it being by motion to take it from the files for the purpose of amendment.

Fourth. The Court erred in allowing an extraneous question made by a Solicitor during the progress of a hearing & not founded upon any allegation either in the Bill or answer. & not based upon any fact put in issue by the pleadings to be incorporated into & made a part of its decree which assertion is as follows. after the words "For the reason stated by the Solicitor for said defendant Bridge. That said Bridge did not claim to hold the said notes & mortgages in his own right. but only as agent for the said defendant Bissell. it being contradictory to the whole tenor of the said Bridges answer.

Fifth. The said Burleigh Hunt was not served with procs. & it was erroneous to enter up decree against him

Sixth. The Court had no jurisdiction of the person of Burleigh Hunt.

Seventh. The real estate being in Lake County the Court had no Jurisdiction in the cause.

Eighth. The decree is erroneous as against Henry B. Hunt. no evidence was taken against him. He was not in Court when the evidence was taken The pleadings have never been amended so as to

make him a party. The which proceedings against him are irregular & void. as also against Burleigh Hunt.

For these & other causes the Plaintiffs in Error pray the Court to reverse the decree & the several orders made in this cause.

J. M. Arnold
Atty for Plffs in Error.

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Supreme Court

"

The President Directors & Co of the State Bank of Illinois et als. Complts

vs

Freeman Bridge et als Defts in Error

"

Assignment of Errors

I. N. Arnold

Atty

State of Illinois
County of Cook } ss

Pleas before the Hon. Richard M Young one of the justices of the Supreme Court of the State of Illinois and presiding Judge of the Eleventh Judicial Circuit Court of said State at a term thereof begun and held at the Court House in the City of Chicago in said County on the first Monday, being the third day of November in the year of our Lord one thousand eight hundred and forty five and of the Independence of the United States the Seventieth

Present Hon. Richard M Young Judge
Wm A Boardman States Attorney
Samuel D Lowe Sheriff
Attest Samuel Heard Clerk.

The President Directors & Company of the State Bank of Illinois Hart L Stewart, Lorenzo D Langer and John S Wallace

vs

Charles Taylor Burleigh Hunt William Bissell, Freeman Bridges Rufus Tiffany and the infant son of Burleigh Hunt.

In Chancery. Bill for an Injunction

Be it remembered that heretofore, to wit on the fourth day of June A D 1845, came the said Complainants by Mark Skinner Esq. their solicitor, and filed in the office of the Clerk of the Cook County Circuit Court, their certain Bill of Complaint, which is in words and figures as follows, that is to say:—

In Chancery.

Cook Circuit Court.

To the Honorable Richard M. Young Judge of the Seventh Judicial Circuit Court — in Chancery sitting.

Humbly Complaining shew unto your Honor, your Orator, the President Director & Company of the State Bank of Illinois, Hart V. Stewart, Lewis P. Sanger, and John S. Wallace, that heretofore to wit on the seventh day of November in the year of our Lord, one thousand eight hundred & forty seven, at the November term of the Municipal Court of the City of Chicago, your Orator the President, Director & Company of the State Bank of Illinois by the Consideration & judgment of the said Court, recovered against Charles Taylor, impleaded with one Burleigh Hart, the sum of Two thousand nine hundred and forty eight Dollars, and forty Cents, for their damages which they had sustained as well by reason of the non performance of certain promises & undertakings as eight Dollars for their Costs & Charges, in and about that suit by them prosecuted which were adjudged to the said President Director & Company of the State Bank of Illinois in & by the said Court, whereby the said Charles Taylor was convicted, & which said judgment, the said

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Burleigh Hunt, was, afterwards, viz^t, on the third day of April A.D. 1838, by the judgment & consideration of said Court made & party, as by the record and Docket of said judgment now remaining in the office of the Clerk of the Circuit Court, of the County of Cook (where by law the same are directed to be kept) or to an Exemplified Copy thereof, when & where being thereunto had, and for which for greater certainty your Orator begs leave to refer, will more fully and at large appear And your Orator the President Directors and Company of the State Bank of Illinois further show, that the said judgment remaining in full force and effect, unpaid and unsatisfied, your said last mentioned orator, for the purpose of obtaining satisfaction of the said judgment on or about the seventh day of June in the year last aforesaid, sued and prosecuted out of the said Court a writ of Fieri Facias upon the said judgment, in the usual form according to the Statute in such case made & provided, directed to the high constable of the City of Chicago, which said writ was afterwards viz^t on the same day and year aforesaid, delivered to the said high Constable, to be executed in due form of law, and your said last mentioned orator further show, that the said high Constable afterwards, on or about the first day of July in the year of our Lord one thousand eight hundred and thirty ~~seven~~ nine returned the said writ, duly in that behalf directed & delivered as aforesaid, with his return

endorsed thereon, "I return this execution in no part satisfied, no property found to satisfy the same," as by the said writ and the return endorsed thereon as aforesaid and filed in the office of the clerk of the said Court will more fully appear, to which or to an exemplified copy thereof your said orator prays leave to refer. And your said last mentioned orator further shows that afterwards to wit on or about the third day of July in the year of our Lord one thousand eight hundred and forty nine your last mentioned orator, sued out of the Circuit Court of Cook County to which by law all the business of the said municipal Court had been transferred, and from which by law all writs in such cases were directed to be issued, an alias writ of fieri facias upon the said judgment in the usual form directed to the Sheriff of Cook County, which said writ, was afterwards to wit on the same day and year last aforesaid, delivered to the said sheriff to be executed, in due form of law, and your said last mentioned orator further shows that the said sheriff afterwards to wit, on or about the sixteenth day of May in the year of our Lord one thousand eight hundred and forty, returned the said writ to him in that behalf directed & delivered as aforesaid with his return endorsed thereon returned satisfied in part for the sum of $1313.96 (meaning thirteen hundred & thirteen dollars & ninety six cents) and all costs & charges

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and no more, and know of no property whereon to levy for the balance, as by the said writ and the return endorsed thereon ~~as~~ aforesaid of said court filed in the office of the ~~said~~ Clerk more fully appear, to which or to an & thereof copy thereof your said orator pray leave to refer, and your said orator further show, that the said judgment still remains in full force and effect, not reversed satisfied or otherwise vacated, and that the said Burleigh Hunt & Charles Taylor have hitherto wholly refused and neglected to pay the same or any part thereof. and that the same remains entirely unpaid & unsatisfied & exciting in such sort as hereinabove set forth.

And your Orator the said Hart V. Stewart sovereign P. Sanger and John S. Wallace, further show unto your honor, that heretofore to wit on the twenty eighth day of April of the Term of April in the year of our Lord One thousand eight hundred and sixty eight of the Circuit Court of the County of Cook by the consideration and judgment of said Court, the said Hart V. Stewart, sovereign P. Sanger and John S. Wallace recovered against the said Charles Taylor & Burleigh Hunt the sum of One hundred & ninety one dollars & ninety seven cents for the damages which the last mentioned orator had sustained on occasion of the premises and also nineteen dollars and sixty seven cents

one half cents for their Costs & Charges by them
about their said in that behalf expended which
was adjudged to the said Hart & Stewart Lovejoy &
Langer and John S. Wallace in & by the said Court
whereby the said Charles Taylor & Burleigh Hart now
Convicted as by the Record of the said judgment
on file in the office of the Clerk of said Circuit
Court or by a Copy thereof duly Exemplified Reference
being thereunto had, will more fully and at large
appear. And the said Hart & Stewart Lovejoy &
Langer & John S. Wallace, further shew unto Your
Honor, that the said judgment so recovered, remaining
in their favor, remaining in full force & effect
unpaid & unsatisfied, for the purpose of obtaining
Satisfaction thereof on or about the twenty second
day of May in the year of our Lord, one thousand eight
hundred and forty they sued out of said Court a writ
of Fieri Facias upon the said judgment in due usual
form according to the Statute, in such case made and
provided, directed to the Sheriff of Cork County
which said writ was afterwards, to wit, on the same
day & year last aforesaid, delivered to the said Sheriff to be
executed in due form of Law, and the said Sheriff
afterwards as Your Orators are informed and believe
on or about the twenty second day of August in the year
last aforesaid returned the said Writ to him in that
behalf directed and delivered as aforesaid with his
return Endorsed thereon, "No property found whereof
to Levy" as by the said writ and the said return thereon
Endorsed as aforesaid filed in the office of the said Clerk

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of said Court, will more fully appear, to which or to an Exemplified Copy thereof, the said last mentioned Orators pray leave to refer, And the said Hart L. Stewart Lorenzo P. Langer and John J. Wallace further show that the said judgment still remains in full force and effect not reversed satisfied or otherwise vacated and that the said Charles Taylor & Burleigh Hunt have hitherto wholly neglected and refused to pay the same or any part thereof

And your Orators further show unto your Honor, that there is now justly, equitably & actually due thereon upon their said judgement the sum of Two hundred & eleven Dollars & thirty four & one half Cents together with interest thereon from the twenty Eighth day of April in the Year of our Lord One Thousand Eight hundred & Forty, over and above all just claims of the said Taylor & Hunt by way of Sete-off or otherwise— And the said President Directors and Company of the State Bank of Illinois further show unto your Honor, that they are informed and believe that there is now justly, equitably and actually due upon their said judgment therein before mentioned & described the sum of Two Thousand & thirty four Dollars and twenty four cents together with interest thereon from the Twenty ninth day of April in the Year of our Lord, one Thousand Eight hundred & Forty, over and above all ~~discount~~ just claims of the said Taylor and Hunt by way of sete off or otherwise,

And your Orators aforesaid jointly & severally further show unto your Honor that they have

reason to believe that the said Charles Taylor & Burleigh Hunt, have equitable interests, things in action or other property of great value to wit of the value of the amount of the said respective judgments, which they have been unable to discover or reach by Execution upon their said judgments, and your Orator further shows unto your honor that they have reason to believe that the said Charles Taylor & Burleigh Hunt and particularly the said Burleigh Hunt have a considerable amount of money, and of legal and equitable debts claims and demands due them, and particularly the said Hunt from different persons whose names are unknown to your Orator, consisting of Book accounts due Bills, drafts, checks promissory Notes, Bonds, Mortages, Judgments, and other securities & things in action & personal property in possession, or held in trust for them & particularly for the said Hunt, the situation and value and particulars of which are unknown to your orator, & that Your Orator are fearful that the said Charles Taylor & Burleigh Hunt and in particular the said Hunt will make away with and place the same beyond the control of this Court or of a Court of Law.

And your Orator further shows unto your honor that this Bill is not exhibited by collusion with the said Charles Taylor and Burleigh Hunt or either of them, nor for the purpose of protecting the property & effects of the said Charles Taylor and Burleigh Hunt or either of them from the claims of their creditors, but for the sole purpose of compelling payment & satisfaction of the judgment aforesaid.

And your Orators further show unto your

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honor, that they have reason to believe & therefor charge that the said Charles Taylor & Burleigh Hunt, at the time of the rendition of the judgment aforesaid possessed or had and now possess own or have, some interest in some real estate or chattels real, or in some personal property in possession, reversion or remainder of some name or kind, and that they had or have some interest in some lease or leases or leases, Mortgage or Mortgages, lien or liens on land or leasehold estate of some name or kind, or that they have been or are possessed of or entitled to some stock public or private in some bank or Government fund, insurance Company or some other company or companies chartered or unchartered, or that they are partners or otherwise interested in some other person or persons in business or adventures, or invested in some business or partnership or in the profit thereof, or that they are interested in some property or thing or things in possession or action of some name or kind, in the stock of some Bank or Company in the City of New York or some other place, but of what in particular your Orators are ignorant.

And your orators further show unto your honor that they believe & charge that the said Charles Taylor & the said Burleigh Hunt, and particularly the said Hunt at the time of the rendition of the judgment aforesaid had or owned, or now have or own, some debt or debts due or coming to them, jointly or individually from some person or persons in the United States or Elsewhere, or that they are individually or jointly

interested in some demand or demands, claim or claims
of some name or kind on one or more person or persons, Company
or Companies, government or Governments, or that they are
jointly or individually interested in some Bills of Exchange
Promissory notes, check or checks, certificate or certif-
icates of Stocks, or contract for the sale or purchase of
Stocks, Bond or Bonds of some name or kind, or have
some money or Bank notes, or Bills or notes of some
kind or other which are intended to pass as money; or
that there is or are one or more person or persons
unknown to your Orator who hold some Real [illegible]
or personal Estate or property or interest therein; or
some thing in action, in trust for the said Charles
Taylor or Burleigh Hunt, and particularly for the
said Hunt, for their joint or individual benefit, in
possession reversion or remainder, proceeding either
from the said Charles Taylor & the said Burleigh Hunt
or one or both of them, or from some other person
by devise, grant, assignment or in some other
manner for their joint or individual benefit, or from
some clause in some deed or assignment, creating
a trust in their or one of their favors, or in some
other manner, or that the said Charles Taylor, & the said
Burleigh Hunt, have made, or executed & delivered to some
person or persons unknown to your Orator, some
assignment or assignments of some property, real or
personal, or of some interest in some property real or
personal, or in the profits thereof, which said property
or interest in property or the profits thereof ought in
justice to be transferred to your Orator, in satisfaction

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of their said Judgment.

And your Orators further show unto your honor that they have been informed and believe that the said Burleigh Hunt procured one Henry Knapp on or about the twenty seventh day of September in the year of our Lord one thousand eight hundred and Forty one, to purchase for him from the Government of the United States of America at their Land Office in the City of Chicago Cook County Illinois, the north half of the north East Quarter of Section Number twenty eight (28) in Township number Forty five (45) north of Range number twelve (12) East of the third principal meridian, and that the said Hunt furnished the said Knapp, with the money to purchase the said Land, and that the said Knapp afterwards by direction of said Hunt, conveyed said Land, to one William Bissett; who afterwards by direction of said Hunt, conveyed the same to one James McKay And your Orators further show that they are informed and believe that the said McKay afterwards by direction of said Hunt reconveyed the said Land to said William Bissett and the said William Bissett, afterwards to wit, on or about the twenty sixth day of June A.D. 1844 by direction of said Hunt sold and conveyed the said Land to one Reuben Tiffany, for the sum of Twenty seven hundred dollars, of which sum, Five hundred dollars was paid down in cash by said Tiffany, and the promissory note of him the said Tiffany was given by him the said Tiffany to the said Bissett payable to his order, one for the sum

of Five hundred dollars payable in six months from the date thereof with interest another for the sum of Eight hundred & fifty dollars, payable twelve months from the date thereof with interest and another for the sum of Eight hundred and fifty dollars, payable in eighteen months from the date thereof with interest.

And your Orators further show that they have reason to believe and do charge the fact to be, that the two last above notes, still remain unpaid and that they are now held by one Freeman Bridges, as the pretended agent of said William Bissett, whereas in truth and in fact, the said notes and the money due and to become due, thereon are the property of the said Burleigh Hunt & the avails when collected are to go to the said Hunt, the said Bissett and his said pretended agent Bridges holding the said notes as the trustee or trustees of him the said Hunt. And your Orators pray that the said William Bissett & Freeman Bridges may disclose all the circumstances in relation to the sale of the said land, and the value thereof at the time of the sale of the same the object of the sale, what securities for the payment of the purchase money was taken by said Bissett and what has become of said securities, and what amount of the purchase money has been paid & when how, to whom, and also recind the same; & whether the said Bissett or the said Bridges

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did not pay the whole or a part of the same to the said Hewett, or to some person or persons for him or for his use. or whether they or either of them do now hold the two last above described note for said Hewett or for his benefit.

And your Orators further show that they have been informed and believe that said Hewett has, since the rendition of said judgment, con=veyed to an infant son of the said Hewett, whose name is not known to your Orators, but which when discovered your Orators pray may be inserted herein with proper and apt words to charge him, certain lands and Real Estate in the County of Lake the description of which said Land is not at present known to your Orators.

And Your Orators further show unto your Honor, that the said Charles Taylor & Burleigh Hewett combining & confederating to & with divers persons at present unknown to your Orators but whose names when discovered your Orators pray may be inserted herein, with proper & apt words to charge them with the premises, Contriving & intending and your orators oppressing in the premises, and under various pretences wholly neglect and refuse to pay the said judgments so recovered by your Orator, all which actings & doings the said Charles Taylor & Burleigh Hewett, and their con=federates, are contrary to Equity & good Conscience and tend to the manifest injury and oppression of your Orators

In tender Consideration whereof and

for as much as your Orators are remediless in the premises, at & by the strict rules of the Common Law and cannot have adequate relief, & expt by the aid and interposition of this honorable Court, where matters of this and of the like nature are properly cognizable & relievable, to the End therefore, that the said Charles Taylor, Burleigh Hunt, William Bissett Truman Bridges & Rufus Tiffany, and the rest of the Confederates when discovered may upon their several respective corporal oaths, the said Complainants, hereby & specially waiving the oath of the said Charles Taylor & Burleigh Hunt, to their said Answers full true direct & perfect answers make to all and singular the matters herein before stated & charged, as fully and particularly, sentence by sentence & paragraph by paragraph as if they & thereunto particularly interrogated and that not only according to the best of their knowledge and remembrance, respectively but also according to the best of their understanding information, hearsay & belief, severally & respectively; and more especially that they may answer set forth and discover all the Estate real & personal of every description, goods, chatels, money stock, book accounts due bills, promissory notes, Bond, Mortgage, judgments and other choses in action, and each of them belonging to the said Charles Taylor & Burleigh Hunt as well at the time of the rendition of the judgment aforesaid as until & at the time of filing their several answers hereto, whether standing in said Taylor's or said Hunt's name, or in the name or in the hand of any other person, or persons, for their or either of

their use or in trust for them or either of them either expressed or implied, and what disposition has been made of each of the same, fully & particularly and when, and the amount and value of each of them, and the names and places of abode of the debtors respectively, and the evidence of their indebtedness, and that they may set forth and state how much is due on each of such demands, and which of them are good and collectable and which of them are doubtful, and which of them are bad, and who has the possession custody & control of the said moneys goods & chattels, book accounts, due bills promissory notes, Bonds, Mortages, judgments, and other choses in action, and each of them fully and Explicitly, and whether they have cash, money or some kind of funds deposited in some bank or other place for safe keeping, and the amount and value thereof and when deposited, and whether they are Housekeepers, and have a large or small amount of household furniture, and how much, and plate or jewelry, and to what amount, and where the same is situate and can be found, and whether they have made any assignment or transfer of any real or personal property, since the rendition of the judgments aforesaid against them, and what was the consideration for such assignment or transfer and to whom the same was made, and whether the consideration has been paid and in what manner, and how much there is still due & from whom ~~etc~~ and that they may set forth the

particulars or annex a copy of every such assignment
to their several answers, herein, and particularly that
the said Hunt, and the said William Bissett
Freeman Bridges & Rufus Tiffany may set
forth and state, all the facts & circumstances
connected with the purchase and sale
of said North half of said North East quarter
of said Section number twenty Eight, and
who furnished the money for the purchase
thereof - and whether said Hunt has any
legal or equitable interest whatever in the
said two Notes for Eight hundred & Fifty
Dollars each, so given by said Tiffany as aforesaid
and that the said Defendant Son of the said Bodleigh
Hunt state fully and particularly, all the facts
connected with the conveyance & claim of certain
lands, and Real Estate, and town lots in Lake
County as aforesaid, and whether the said Convey-
-ance was made upon or for any valuable
consideration in Law, and what consideration, &
that he fully describe the said land & Estate &
town lots, so conveyed & claim together with its
present value.

And if they answer that they or either of them
hold or have held, any property of any value
or kind or nature whatsoever, that they respectively
may set forth & discover the nature amount & value
thereof according, to the best of their information
judgment and belief, and also the same is
situated and to be found, and that they may answer

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each and all the matters herein required of them to answer, with Express reference as aforesaid to the time of filing this Bill, as of filing their answers thereto, and that they may be ordered by a decree of this honorable Court, to pay & satisfy the said judgments and the Costs of this Suit, to your Orator, and that a sufficient portion of the property discovered may be set apart for that purpose, and that the said Charles Taylor Burleigh Hunt, William Bassett, Freeman Bridges, Rufus Tiffany, and the said Infant Son of said Burleigh Hunt, may be enjoined and restrained by Injunction from collecting receiving, paying, assigning or parting with, or in any manner using controlling interfering with or disposing of any money property, things in action, effects, or evidences of debt, belonging to, due to, or held in trust for, said Taylor or said Hunt, either or both of them, except where such trust has been created by or the fund so held in trust has proceeded from, some person other than the said Taylor or the said Hunt and from confessing any judgment for the purpose of giving any other Creditor a preference over Your Orator, and from doing any act to enable the Creditors to obtain the property of the said Charles Taylor or Burleigh Hunt, both or either of them, which Your Orator has been unable to discover & reach by execution, and that a Receiver may be appointed to take Con a charge of

such property as may be discovered and manage the same under the direction of this honorable Court, & that the said Charles Taylor & Burleigh Hunt William Bissell Freeman Bridges & Rufus Tiffany & said Infant Son of said Burleigh Hunt may be Compelled to assign & deliver over, ~~and deliver~~ & to be Received under oath all the property and effects and all Books and papers relating thereto, and all the Evidences thereof belonging to said Taylor or to said Hunt, or either or both of them; and that Your Orators may have such further, or that they may have such other relief as to Your Honor shall seem meet and may be agreeable to Equity and good Conscience

May it please your Honor to grant unto your Orators the Writs of Injunction issuing out of & under the Seal of this honorable Court, and under as proper penalty, to be directed to the said Burleigh Hunt, Charles Taylor William Bissell Freeman Bridges Rufus Tiffany & Infant Son of said Burleigh Hunt and to their and each of their Solicitors, Attorneys, Counsellors and Agents injoining & restraining them & each of them, from collecting, praying, receiving or assigning or parting with or in any manner using controling, interfering with or disposing of any money, property, thing in action, effect or evidence of debt belonging to due to or held in trust for the said Charles Taylor, or the said Burleigh

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Hunt or both or either of them, except when such trust has been created by, or the fund so held in trust has proceeded from, some person, other than the said Taylor or the said Hunt, and from confessing any judgment for the purpose of giving any other Creditor preference over your Orators, and from doing any act to enable other Creditors to obtain the priority of the said Taylor or the said Hunt, or of both or of either of them, which your Orators have been unable to discover and reach by execution & particularly, from paying, collecting transferring, using or in any wise disposing of the several Notes made by the said Rufus Tiffany & the said William Bissett, each in the sum of Eight Hundred & Fifty Dollars, bearing date on or about the 26th day of June, A. D. 1844, and payable severally in 12 & 18 months, with interest to the order of said William Bissett.

May it please your honor to grant unto your Orators the people's most gracious writ of subpoena, issuing out of & under the seal of this honorable Court, directed to the said Charles Taylor, Burleigh Hunt, William Bissett Freeman Briggs, Rufus Tiffany and said Infant Son of said Burleigh Hunt, Commanding them and Each of them by a certain day, and under a certain penalty, to be therein expressed, personally to be and appear in this honorable Court then and there to answer the premises

and to stand & abide by and perform such Order direction
~~direction~~ and decree therein as to your Honor shall seem meet, and as may be agreeable to Equity & good Conscience.

Resident Director & Comp'y
of the State Bank of
Illinois
Hart L. Stewart.
L. P. Sampey,
John S. Wallace
By H. L. Stewart
Agent.

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State of Illinois }
Cook County } ss.

On the Fourth day of June A.D. 1845. personally appeared before me the undersigned Clerk of the Circuit Court for Cook County, Hart L. Stewart, who being by me duly sworn, deposes, and says that he has heard the foregoing Bill of Complaint, by him subscribed read, and knows the contents thereof, and that the facts therein stated are true, of his own knowledge, except as to the matters therein stated to be on his information & belief, and as to those he believes to be true.

Hart L. Stewart.

Sworn & subscribed before me. this 4th day of June A.D. 1845

Sand. Hoard. Clerk Cook Co. Cir. Court.

Let an injunction issue according to the prayer of the within Bill on the complainant filing a Bond in the sum of Eight hundred Dollars, conditioned to pay the damages & costs that may be awarded or adjudged against them for the wrongful issuing of said Injunction or in case the same shall be dissolved with William H. Brown or J. Y. Scamon as securities on said Bond.

Dated this 30. day of June 1845.

Hugh T. Dickey
Judge Cook Cy. Ct.

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And afterwards to wit on the same day and year last aforesaid came the said Complainants, and filed their certain bond which is in words and figures following to wit

Know all men by these presents that we the President directors and Company of the State Bank ~~of Illinois~~ Hart L. Stewart, Lorenzo D. Sauger and John S Wallace (the said Sauger as security) are held and firmly bound unto Burleigh Hunt. Charles Taylor, William Bissett, Freeman Bridges & Rufus Tiffany & Hunt the son of Burleigh Hunt, in the penal sum of Eight hundred dollars to be paid to the said Hunt, Taylor, Bissett, Bridges, Tiffany & Hunt son of said Burleigh Hunt, or to their executors, administrators or assigns for which payment well and truly to be made, we do bind ourselves, our heirs Executors and administrators and each and every of them firmly by these presents. Sealed with our seals and dated this 4th day of June A D 1845.

The Condition of the above obligation is such that whereas the above named President directors and Company of the State Bank of Illinois, Hart L. Stewart. Lorenzo D. Sauger & John S. Wallace, have this day filed their bill in Chancery in the Cook County Circuit Court against the said Burleigh Hunt Charles Taylor, William Bissett Freeman Bridges, Rufus Tiffany, & Hunt infant son of said Burleigh Hunt. their agents and attorneys, restraining and enjoining them from collecting, receiving, paying, assigning, or parting with or in any manner, using Controlling interfering with or disposing of any money, property, things in action, effects or evidences of debt, belonging to due to, or held in trust for the said Charles Taylor or the said Burleigh Hunt or both or either of them except when such trust has been created by, or the fund held in trust has proceeded from some person other than the said Taylor or the said Hunt, and from

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Confessing any judgment for the purpose of giving any other Creditor over said Complainants, and from doing any act to enable other Creditors to obtain the property of the said Taylor and the said Hunt or both or either of them, which the said Complainants have been unable to reach by execution, and particularly from paying, Collecting, transferring, using or in any wise using or disposing of two several notes made by the said Rufus Tiffany to the said William Bissell each in the sum of eight hundred & fifty dollars bearing date on or about the, 26th day of June A 1844 and payable severally in 12. & 18. months, with interest, to the order of the said William Bissell,

Now therefore if the said President Directors and Company of the State Bank of Illinois Hart L. Stewart Lorenzo D. Sanger, John S Wallace shall prosecute their said suit with effect and in case the said bill shall be dismissed or the said injunction be dissolved, shall pay all damages and costs ~~arising~~ that may be awarded or adjudged against them for the wrongful issuing of said injunction then the above obligation to be void, else in use of force and virtue.

In presence of } W H Brown Atty in fact for the
Pres. Directors & Co. State Bank Ill (Seal)
Hart L Stewart (Seal)
Lorenzo D. Sanger by
~~Hart~~ L. Stuart Atty in fact (Seal)
I. G. Sanger. (Seal)
I. S. Wallace by H.S
Stewart Atty in fact (Seal)

And afterwards to wit on the ~~Fifth~~ fifth day of June last aforesaid came the said Complainants and filed in said Clerks office, their certain Bond for costs, which is in the words and figures following that is to say:-

State of Illinois } In Chancery
Cook Circuit Court } Thursday June A D 1845.

The President Directors Company of
the State Bank of Illinois Nart L.
Stewart Lorenzo D. Sawyer & John S Wallace

vs

Burleigh Hunt. Charles Taylor, Freman
Bridges William Bissett & Rufus Tiffany
& Hunt. son of Burleigh Hunt

Cook County. ss.

I do hereby enter my-
self security for Costs in this cause and acknowledge myself
bound to pay or cause to be paid all costs which may ac-
crue in this action either to the opposite party or to any of
the officers of this Court in pursuance of the laws of this
State. Dated this fourth day of June 1845.

N L Stewart.

And on the said fourth day of June A D 1845, there
issued out of the said Clerks office the peoples writ of
subpoena in the above entitled cause which is in words
and figures following to wit.

State of Illinois } The People of the State of Illinois
Cook County } To the Sheriff of said County Greeting

We Command you to summon Charles Taylor,
Burleigh Hunt. William Bissett, Freman Bridges, Rufus
Tiffany and the infant son of Burleigh Hunt, if to be
found in your county. personally to be and appear be-
fore the Circuit Court of said County on the first
day of the next term thereof to be holden at the Court
House, in Chicago on the first Monday in the month
of November next, to answer a certain Bill of Complaint
filed in our Circuit Court on the Chancery side thereof
against them by the President Directors of the State

S12382-17

Bank of Illinois Hart L Stewart, Lorenzo P Sanger & John S Wallace, And have then there this writ, and make return thereon in what manner you Execute the same

Witness Samuel Hoard Clerk of our said Court at Chicago this 4th day of June 1845. Sam Hoard Clerk

And on the back of said subpoena there appears the following endorsement to wit.

Executed by reading in presence of Rufus Tiffany & Charles Taylor and by delivering to each of them a copy of this within June 4 1845.

2.	Services	1.00	
2	Copies	1.00	
4	Miles	25	
1	extra	12	2.37½

S J. Lowe Sheriff Cook Co Fees by I McLowe dpty.

And afterwards to wit on the same day and year last aforesaid there issued out of said Clerks office the peoples writ of Injunction in the above cause which is in words and figures following to wit.

State of Illinois
County of Cook } ss.

The People of the State of Illinois

To Charles Taylor Burleigh Hunt William Bassett Edward Bridges Rufus Tiffany and Hunt infant son of Burleigh Hunt. these and each of these Attorneys Solicitors, Counsellors and agents.

Whereas it has been represented to the Honorable Hugh T. Dickey Judge of the Cook County, Court in and for said County in the State aforesaid, by the President Directors and Company of the State Bank of Illinois, Hart L. Stewart, Lorenzo P. Sanger, John S Wallace in their Certain Bill of Complaint exhibited before the said Judge of the said Judge of the said County Court of Cook County, That the said Charles Taylor Burleigh Hunt William

Bissett, Edward Bridges, Rufus Tiffany, or Hunt
or some or one of you are about Collecting, receiving, pay
ing assigning selling or disposing of money property things
in action effects or evidence of debt, belonging to the said
Charles Taylor Burleigh Hunt William Bissett Edward
Bridges, Rufus Tiffany, or Hunt, infant son of
the said Burleigh Hunt, or some or one of them, and
whereas the said Hugh J Bicky judge as aforesaid, in
pursuance of the prayer of the petition in said bill of
Complaint has ordered a writ of Injunction hereto
to be issued, Now therefore in Consideration of the
premises we do strictly enjoin and Command you the
said Charles Taylor Burleigh Hunt, William Bissett Edward
Bridges, Rufus Tiffany and — Hunt, infant son of Bur-
leigh Hunt, you and each of you attorneys solicitors, Com
sellors and agents that you and each of you do absolutely
and entirely desist and abstain from Collecting, receiving
paying, ~~and assigning~~ assigning or parting with or in any
manner using, Controlling, interfering with or disposing
of any money property, things in action effects or evidence
debt belonging to, due to, or held in trust for you the said
Charles Taylor or Burleigh Hunt or both or either of you,
except where such trust has proceeded from some person
other than the said Taylor or the said Hunt, and from
Confessing any Judgment for the purpose of giving any
other Creditors a preference over the said Complainants
and from doing any act to enable other Creditors to obtain
the property of the said Taylor, or the said Hunt or either
or both of them, and especially from paying, selling, dis
posing of Collecting or otherwise interfering with two several
notes made by you the said Rufus Tiffany to you the said
William Bissett each given for the sum of Eight Hundred
and fifty Dollars and bearing date on or about, the 26th
day of June A D One thousand eight hundred and

[12382-18]

forty four payable to the said William Bissell severally in twelve and eighteen months — until the Circuit Court of said County in Chancery sitting shall make other order to the Contrary. Hereof fail not under the penalty of what the law directs.

Witness Samuel Hoard Clerk of our said Circuit Court at Chicago in the said County of Cook and State aforesaid and the seal thereof this fourth day of June, in the year of our Lord one thousand eight hundred and forty five.

(Seal)

Samuel Hoard Clerk

To the Sheriff of Cook County to Execute.

And on the back of the said writ of Injunction there appears the following Endorsement to wit.

Executed by reading in presence of Rufus Jeffany & Charles Taylor, and also delivering to each of them a Copy of the within, June 4 1845.

2 Services	100	
2 Miles	12	
2 Copies	1.50	
1 return	12	$2.75,

S. J. Love Sheriff Cook Co. by A. McLane dep.

And afterwards to wit. on the fourth day of November A.D. 1845. ~~Came the~~ it being one of the days of the November term of said Court A.D. 1845. Came the said defendant Freman Bridge by Gardiner his solicitor and filed his certain motion herein which is in words and figures following to wit.

The President Directors & Company of the State Bank of Illinois, Hart L. Stuart, Lorenzo Plaugh & John S. Wallace

vs

Charles Taylor Burleigh Hunt William Bissell & Edward Bridge

And one Freeman Bridge upon whom process has been served in this Cause I, Gardiner his Solicitor Comes and moves this Hon Court to quash the writs of subpoena & injunction heretofore served upon him for the following reasons to wit, and to dissolve the injunction as to Freeman Bridge

1. Because no process was ever issued against him
2. Because the said writ issued in said Cause never emanated from the office of the Clerk of this Court nor by authority of any person authorized or upon the same
3 Because the said writ issued without authority of law.

And afterwards to wit on the 26th of November day, and year last aforesaid and being at yet of the same term of said Circuit Court the following among other proceedings were had to wit.

The Pres. D. & Co. State Bank of Ills
Hart L Stewart Lorenzo D Sanger & John S Wallace
vs
Chas Taylor Burleigh Hunt Chas

} In Chancery.

On motion of Mark Skinner Complainants Solicitor it is Ordered that leave be given said Complainants to amend their bond and bill filed herein.

And thereupon on the tenth day of November A.D 1845. Comes the said Complainants by their Solicitor and files their amended bond which is in the words and figures following to wit.

Know all men by these presents That we, the President Directors and Company of the State Bank of Illinois Hart L. Stewart, Lorenzo D. Sanger, John S. Wallace and James G. Sanger, (the said James G. Sanger as security and the others as principals) are held and firmly bound unto Burleigh Hunt, Charles Taylor William Bissett

12382-19

Freeman Bridges, Rufus Tiffany. Hunt Son of Burleigh
Hunt. in the Sum of Eight hundred Dollars to be paid to the
said Hunt. Taylor, Bissett, Bridges Tiffany & Hunt
Son of said Burleigh Hunt. or to their Executors administra-
tors, or assigns for which payment well and truly to be
made we do bind ourselves our heirs executors and admin-
istrators and each and every of them firmly by these presents
In witness whereof the said president Directors and Compa-
ny of the State Bank of Illinois have hereunto set their seal
of said Bank & the said Stewart Sawyer Wallace and
James S. Sawyer have severally set their seals this Eighth
day of November A.D. 1845.

The Condition of the above obligation is such
that whereas the above named President Directors and
Company of the State Bank of Illinois Hart L Stewart
Lorenzo D Sawyer John S Wallace did on the fourth
day of June A.D. 1845. file their bill in Chancery in the
Cook County Circuit Court against the said Burleigh
Hunt Charles Taylor, William Bissett, Edward Bridges
Rufus Tiffany & Hunt, infant son of said Burleigh
Hunt. their agents and attorneys restraining and en-
joining them from Collecting receiving, paying assigning
or parting with or in any manner using Controlling inter-
fering with or disposing of any money, property, things in action
effects or evidences of debt belonging to, due to, or held in
trust for the said Charles Taylor or the said Burleigh Hunt
or both or either of them, Except where such trust has been
created by, or the fund so held in trust has proceeded from
some person other than the said Taylor or the said Hunt
and from confessing any judgment for the purpose of
giving any other Creditor a preference over said Com-
plainants and from doing any act to enable other Cred-
itors to obtain the property of said Taylor or said Hunt
or either or both of them which the said Complainants
have been unable to reach by Execution, and particularly

from paying, Collecting transferring using or in any wise interfering disposing of two several notes made by the said Asher Tiffany to the said William Bissett, each in the sum of two hundred and fifty dollars bearing date on or about the 26th day of June A.D. 1844 and payable severally in twelve and eighteen months with interest to the order of the said William Bissett and whereas by leave of the Court for that purpose first had and obtained the said Bill of Complaint has been amended by striking out the name of Edward Bridges and inserting the name of Freman Bridges upon filing the amended Bond, Now therefore if the said President Directors & Company of the State Bank of Illinois, Hart L. Stewart, Lorenzo D. Sawyer & John S. Wallace shall prosecute their said suit with effect, & in case the said Bill shall be dismissed or the said injunction be dissolved shall pay all damages and Costs that may be awarded or adjudged against them for the wrongful issuing of said injunction then this obligation to be void otherwise of force and virtue.

Thomas Mather Prs.

H. L. Stewart [Seal]
Lorenzo D. Sawyer by [Seal]
H. L. Stewart his atty in fact
J. S. Wallace by [Seal]
H. L. Stewart his atty in fact
L. D. Sawyer [Seal]

And afterwards to wit on the said 10th day of October in the year last aforesaid Come the said Complainants and file their second bond for costs which is in words and figures following to wit:

State of Illinois } In Chancery
Cook County } Circuit Court } Oct. Term A.D. 1845.

[D.362-20]

President Directors and Company of the State Bank of Illinois, Hart L. Stewart Lorenzo D. Sanger & John S. Wallace

vs

Burleigh Hunt, Charles Taylor, Freeman Bridges, William Bissett Rufus Tiffany & Hunt, Defendants

Cook County ss.

I do hereby enter myself security for costs in this cause and acknowledge myself bound to pay or cause to be paid all costs which may accrue in this action either to the opposite party or to any of the officers of this Court, in pursuance of the laws of this State, Nov 8th 1845 H. L. Stewart

And afterwards to wit on the said tenth day of November A.D. 1845 there issued out of the Clerks office of said Circuit Court the peoples alias writ of summons directed to the Sheriff of Lake County which is in words and figures following to wit.

State of Illinois }
County of Cook } ss.

The People of the State of Illinois to the Sheriff of Lake County Greeting

We command you that you summon Burleigh Hunt Charles Taylor, Freeman Bridges, William Bissett, Rufus Tiffany & Hunt son of Burleigh if they shall be found in your County personally to be and appear before the Circuit Court of said County, on the first day of the next term thereof to be holden at the Court house in the City of Chicago in said County on the Fourth Monday of March next to answer The President Directors and Company of the State Bank of Illinois Hart L. Stewart Lorenzo D. Sanger & John S. Wallace in a certain Bill of Complaint filed in our said Circuit Court on the Chancery side thereof

And have you then and there this writ with an endorsement thereon in what manner you executed the same, Witness Samuel Heard Clerk of said Court and the seal thereof at Chicago in said County, this tenth day of November in the year of our Lord one thousand eight and forty five.

Seal

Saml Heard Clerk

And on the back of said summons there appears the following endorsements to wit.

Executed by reading in the hearing of Rufus Tiffany & Freeman Bridges Nov 12 1845. Also William Bissett served on the 11th day of March 1846. Copies delivered to each of the above, the other within named defts not found in my County. Fees. 3. Serv. 1.50

3 Copies 1.50

16 Miles 1.00

Return 12½ 4.12½

James McKay Shff.

And afterwards to wit on the said tenth day of November A.D. 1845 there issued out of the said Clerks office the peoples Alias writ of Injunction, in the above cause which is in words and figures following to wit

State of Illinois
Cook County } ss. The People of the State of Illinois

To

Charles Taylor Burleigh Hunt William Bissett Freeman Bridges Rufus Tiffany and Hunt infant son of Burleigh Hunt, then and each of them attorneys, Solicitors Counsellors and agents.

Whereas it has been represented, to the Honorable Richard M Young Judge of the Cook County Circuit Court, in and for the County and State aforesaid, by the

[illegible]

President Directors and Company of the State Bank of Illinois Hart L Stewart Lorenzo D Sawyer and John J Wallace in their certain Bill of Complaint exhibited before the said Judge that the said Charles Taylor, Burleigh Hunt, William Bissett Freeman Bridges, Rufus Tiffany or Hunt or some or one of you are about collecting, receiving paying assigning selling, or disposing of money property, things in action effects or evidence of debt belonging to the said Charles Taylor Burleigh Hunt William Bissett Freeman Bridges, Rufus Tiffany or Hunt infant son of the said Burleigh Hunt or some or one of them, and whereas the said Richard M Young Judge as aforesaid in pursuance of the prayer of the petitioner in said Bill of Complaint, has ordered a writ of Injunction to be issued Now therefore ~~we Command you~~ in Consideration of the premises we do strictly enjoin and Command you the said Charles Taylor Burleigh Hunt William Bissett Freeman Bridges, Rufus Tiffany and Hunt infant son of the said Burleigh Hunt, your and each of your Attorneys Solicitors Counsellors and agents that you and each of you do absolutely and utterly desist and abstain from Collecting receiving paying, assigning or parting with or in any manner using, Controlling interfering with or disposing of any money property things in action effects or evidence of debt belonging to, due to or held in trust for you the said Charles Taylor or Burleigh Hunt, or either or both of you, except when such trust has proceeded from some person other than the said Taylor or the said Hunt, or from Confessing any judgment for the purpose of giving any other creditor a preference over the said Complainants, and from doing any act, to enable any other Creditor to obtain the property of the said Taylor or the said Hunt, or either or both of them and espe-

Cully from paying selling or disposing of Collecting or interfering with two several notes made by you the said Rufus Tiffany to you the said William Bissett each grown for the sum of Eight hundred and fifty dollars, and bearing date on or about the 26th day of June A.D. Eighteen hundred and forty four, payable to the said William Bissett severally in twelve and Eighteen months, until the said Oak County Circuit Court in Chancery shall make other order to the Contrary,

Hereof fail not under the penalty of what the law directs.

Seal

Witness Samuel Heard Clerk of said Court & the seal thereof at Chicago in said County this 10th day of November A.D. 1845. Saml Heard Clk.

To the Sheriff of Lake County to execute. and on the back of said writ appears the following return to wit.

Executed by reading in the hearing of Rufus Tiffany & Freeman Bridge and also by delivering a copy of this writ to each of the above named Nov. 12 A.D. 1845 William Bissett served on the 16th day of March 1846 the other within named defendants not found in my County. March 21 1846.

2 Serve	1,50	
3 Copies	1,50	
16 Miles	1,00	
Retn	12½	4,12½

James McKay. Shff.

And afterwards to wit on the fifteenth day of June A.D. 1847 comes the said defendant Freeman Bridge and files his Answer to the said Complainants bill of Complaint which is in words and figures

$12882-22

as follows. that is to say.

Cook Circuit Court.

The answer of Thomas Ridgway one of the defendants to the Bill of Complaint, of the President Directors & Company of the State Bank of Illinois, Hart L. Stewart, Lorenzo P. Sawyer, and John S. Wallace, Complainants.

This defendant now and at all times saving & 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 unto so much thereof as this defendant is advised is material for him to make answer unto, answers and says, he admits the President Directors & Company of the State Bank of Illinois Hart L. Stewart, Lorenzo P. Sawyer, & John S. Wallace, did on or about the seventh day of November in the year of our Lord One thousand Eight hundred & thirty seven, in the Municipal Court of the City of Chicago, recover a judgment against Charles Taylor, impleaded with one Burleigh Hunt, for the sum of Two Thousand nine hundred & twenty eight Dollars, & forty Cents, for their Damages, and Eight Dollars for their costs & charges, which were adjudged to the said President Directors & Company,

L1385-85

of the State Bank of Illinois by the said Municipal Court.

And this Defendant further answering says, he admits the said President Directors & Company, did on or about the Seventh day of June, in the year last aforesaid, sue out of the said Court, a Writ of Fieri Facias upon the said Judgment directed as in the said Complainants Bill of Complaint set forth, and that the said Writ of Fieri Facias, was, on the first day of July, in the Year of our Lord one thousand Eight hundred & thirty, returned by the high Constable of the City of Chicago unsatisfied.

And this Defendant further answering admits, that on or about the third day of July in the Year of our Lord, one thousand Eight hundred & thirty nine, the said Complainants sued out of the Circuit Court, of Cook County (to which by law all the business of the said Municipal Court had been transferred) an alias writ of fieri facias upon the said judgment directed to the Sheriff of said County, & further admits that the said writ was returned by the said Sheriff, unsatisfied in part, as set forth in the said com-

=plainants Bill of Complaint.

And this Defendant further answering, admits, that the said Hart E. Stewart Lorenzo P. Sanger & John S. Wallace did on the Eighth day of April in the Year of our Lord, One thousand Eight hundred and thirty eight, in the Circuit Court of said County recover against the said Charles Taylor & Burleigh Hunt, the sum of One hundred and ninety one Dollars and ninety seven Cents, damages, and nineteen Dollars & thirty seven and one half cents, Cost, which were adjudged to them said Hart E. Stewart, Lorenzo P. Sanger & John S. Wallace by the said Circuit Court.

And this Defendant further answering admits, that the said Hart E. Stewart Lorenzo P. Sanger, for the purpose of obtaining satisfaction of the said judgment sued out of the said Circuit Court, a writ of fieri facias upon the said judgment, directed & delivered to the Sheriff of said County to execute, and that said Writ of fieri facias, long, on the twenty second day of August in the year last aforesaid returned unsatisfied.

And this Defendant further answering says he has no Knowledge or information as to the amount of Equitable interest, claim or action or other property, owned or possessed by the said Charles Taylor and Burleigh Hunt

or either of them, or held in trust for them or either of them, except as set forth in Schedule Marked "A" annexed to this his answer, to the said Complainants Bill of Complaint, and to which he begs leave to refer.

And this Defendant further answering says, he has no knowledge or information that the said Charles Taylor, and Burleigh Hunt or either of them, have any Money or legal or Equitable debts, claims or demands due them from different persons or from any person or persons whatsoever consisting either in Book Accounts, due Bills, Checks, Drafts, promissory Notes, Bonds, Mortgages, Judgments, or other Securities or things in action, or personal property in possession or held in trust for them or either of them, except as set forth in Schedule "A" above referred to.

And this Defendant further answering says, he has no knowledge or information that the said Burleigh Hunt procured one Henry Knapp, on or about the twenty seventh day of November in the year one thousand Eight hundred and forty one, or at any other time, to purchase for him from the Government of the United States, at their Land Office in

the City of Chicago the North half of the North East quarter of Section Number twenty Eight (28) in township number Forty-Five (45) North of Range number ~~thirteen~~ twelve (12) East of the third principal Meridian, or any other land of any other description whatsoever, or the said Burleigh Hunt furnished the said Knapp with the money to purchase the said Land or to purchase any other land of any description whatsoever.

And this defendant further answering says that he has been informed and believes that the said Henry Knapp did on or about the twenty seventh day of September in the year of our Lord one thousand eight hundred and forty one, purchase from the Government of the United States at their Land office in the City of Chicago Cook County Illinois, the north half of the North East quarter of Section twenty Eight (28) in Township number Forty five (45) in range number twelve East of the third Principal meridian but this Defendant has no knowledge or information that the said Knapp purchased the said lot of land, by procuration or direction of said Burleigh Hunt, or that the said Burleigh Hunt furnished the said Knapp with the money to make such purchase or in any manner

[12387-75]

interfered with the purchase of the said lot of land, or furnished the said Knapp with any portion of the money, with which such purchase was made, and this defendant has no knowledge that the said Burleigh Hunt was or ever has been, in any manner whatever interested in the purchase of the said lot of land, so purchased by the said Henry Knapp as aforesaid.

And this defendant further answering says that he has no knowledge or information that the said Henry Knapp afterwards by the direction of the said Burleigh Hunt conveyed the said land to one William Bissett, and this defendant has no knowledge or information that the said William Bissett, afterwards by direction of said Burleigh Hunt, conveyed the said land to one James McKay.

And this defendant further answering says that he has been informed & believing that the said Henry Knapp afterwards & viz, after the purchase so made from the Government of the United States as aforesaid, sold and conveyed the said land to one William Bissett, but for what consideration or for what object such sale was made, this defendant is not informed & cannot answer, but this defendant believing

that such sale was made to said Bissell by the said Henry Knapp, but this defendant has no knowledge or information that such sale was made by procuration or direction of said Burleigh Hunt, or that the said Burleigh Hunt in any manner interfered with, or had any Control over such sale, or has any interest in such sale of any nature or kind whatsoever, and this defendant further answering says that he has been informed & believes that the said William Bissett afterwards sold and conveyed the said land to one James McKay, as appears by the Record of such Conveyance now remaining in the Recorder's office in the County of Lake and State of Illinois, but this defendant is not informed as to the actual consideration or objects of such sale, so made by the said William Bissett to the said James McKay, & therefor cannot answer, and this defendant further says that he has no knowledge or information that the said Burleigh Hunt gave any direction as to such sale or had any control over, or interest in such sale, or the proceeds thereof of any kind name or nature whatsoever.

And this defendant further answering says that he has been informed

[12382-24]

and believe that the said James McKay afterward and reconveyed the said land & the said land & the said William Bissett, as appears by the Record of such transfer & Conveyance now remaining in the Recorders Office in the County of Lake, and State of Illinois but what were the actual Consideration and object of such sale and reconveyance, this defendant is not informed, and this defendant further says, that he has no knowledge or information that the said Burleigh Hunt had any interest in or control over such sale, reconveyance or transfer, so made by the said James McKay, to the said William Bissett, or that the said Burleigh Hunt had any interest in such sale reconveyance or transfer, of any name nature or kind whatsoever.

And this Defendant further answering says, that he has been informed and believes that the said William Bissett afterwards to wit, on or about the 26th day of June 1844 sold and conveyed the said land to one Rufus Tiffany, and that the Consideration of such sale was the sum of twenty seven hundred dollars, as stated in the said Complainants Bill of Complaint and this Defendant is informed and believes that the sum of Five hundred

Dollars was paid in Cash by the said Rufus Tiffany to the said William Bissett at the time of such sale, but this defendant has no knowledge or information, that such sale was made by direction of said Hunt, or that said Hunt had any interest or Control over such sale, or the proceeds thereof, or that any portion of such purchase money was ever paid or agreed to be paid by the said Bissett to the said Hunt, or to any person or persons for the use or benefit of the said Hunt.

And this Defendant further answering says, that he has been informed and believes that at the time of the last mentioned sale, by the said William Bissett to the said Rufus Tiffany, ~~to the said Rufus~~ Tiffany, for the purpose of securing the payment of the purchase money to become due by the Conditions of said Sale, executed an indenture of Mortgage of the said Lot of Land, to the said William Bissett his heirs or assigns with certain reservations & exceptions therein named as follows Lots numbers two (2) and twelve (12) in Block Numbers Seven (7) and Lot number three (3) in Block number one (1) and one square acre in the North East corner, of the North East quarter of said Section number twenty Eight (28), and reserved from the operation of said Instrument twenty eight (28) Lots of land such as shall be first sold by the party of the first part, as shall appear by the Deeds of Conveyance of Record, &

after additional payments in pursuance of notes
herewith given, then the party of the second
part shall release of the lots realized
in the proportion of the whole amount
paid and secured, to the whole number
of the lots platted, and the Defendant
further says that he has been informed
and believes, that the promissory notes of
him the said Tiffany, was received
by him the said Tiffany of the said
William Bissett, his heirs or assigns,
one for the sum of Five hundred dollars
payable six months from the date thereof
with interest; one for Eight hundred and
Fifty dollars, payable in twelve months
from the date thereof, to the said
William Bissett his heirs or assigns,
with interest, - and one for the like sum
of Eight hundred and Fifty Dollars pay=
able in Eighteen months from the
date thereof to the said William Bissett
his heirs or assigns with interest, and
delivered to the said William Bissett
by the said Rufus Tiffany, as collateral
security for the payment of the money
to become due by the said Indenture &
Mortgage, but this defendant has no
knowledge or information that the said
William Bissett, made such sale or
received such securities as the real or
pretended agent, of the said Bur=
leigh Hart, or that the said Burleigh
Hart had any interest in, or control
over such sale, or the said securities.

and further says that he has no knowledge or information that the said William Bissett made such sale as the real or pretended agent of the said Burleigh Hunt or held himself out as such agent either in this or in any other transaction or transactions whatsoever.

And this defendant further says that on or about the twenty sixth day of September in the year of our Lord one thousand eight hundred and forty-four, the said William Bissett executed an assignment of the said indenture of mortgage, to this defendant in the words and figures following that is to say, "For and in consideration of twenty two hundred dollars, to me in hand paid by Freeman Bridge of Lake County in the State of Illinois, the receipt whereof is hereby acknowledged, I hereby assign to Freeman Bridge all my right title and interest, in & to the within mortgage and the note therein referred to against Rufus Fiffany." Done at Little Fort Lake County Illinois Sept 6th 1844. and at the time of the execution of said assignment, delivered to this defendant the promissory note, which this defendant is informed and believes, are the same identical note, which were executed by the said Fiffany, to the said Bissett as collateral security for the payment of the money to become due on said indenture of mortgage.

And this defendant further

answering says, that the first above described promissory note for Five hundred Dollars payable in six months from the date thereof has been paid to this Defendant by the said Tiffany, and this Defendant further says that the two last above described promissory note, still remain unpaid in the hands of this Defendant; and this Defendant further says, that the said Indenture of Mortgage so assigned to this Defendant by the said William Bissett as aforesaid, still remain in the hands of this Defendant not foreclosed or otherwise satisfied, except so far as by the above mentioned payment of the said promissory note, for Five hundred Dollars.

And this Defendant further says, that he purchased the said Indenture of Mortgage, so assigned it to him by the said Bissett, and the said promissory note as collateral security for the payment thereof for a good & valuable consideration to the said Bissett which has been paid in full by this Defendant to the said Bissett, and this Defendant further says that he has no knowledge or information that such money so paid by him to the said Bissett, for the said Securities, or any part thereof, has ever been paid or agreed to be paid to the said Burleigh Hunt, or paid or agreed to be paid to any person or persons, for the use or benefit of the said Burleigh Hunt, or that the said Burleigh Hunt had any interest of any nature or kind whatsoever in the money so paid by this Defendant to the said

William Bissett; and this Defendant further says that he has no knowledge or information, that the said William Bissett received such money from this Defendant as the real or pretended agent, of the said Burleigh Hunt, or that the said Burleigh Hunt had any interest in or control over such securities, or either of them, either at the time while such securities remained in the hands of the said William Bissett, or at the time when such securities were so purchased by this Defendant or at any other time.

And this defendant further answering, denies, that he purchased the said securities, either the said Indenture of Mortgage, or the said promissory notes, or either of them as the real or pretended Agent of the said Burleigh Hunt, or as the real or pretended agent of any other person or persons; And this defendant further says that no part or portion of the money due on said securities to this defendant, by virtue of said assignments and so paid to this defendant by the said Rufus Tiffany as aforesaid has been paid to the said Burleigh Hunt by this defendant, or to any other person or persons, for the use or benefit of the said Burleigh Hunt, to this defendants knowledge and belief.

And this defendant further answering, denies that he holds the said Indenture of Mortgage or the said promissory notes or either of them as the agent or trustee of the said Burleigh Hunt, and further answering, denies, that the avails when collected are to

1/2382-98

go to the said Hunt, or to any other person or persons, for his use or benefit.

And this defendant further answering says, that he holds no property, in his possession as agent or trustee for the said Burleigh Hunt, or the said Charles Taylor or either of them, consisting in Estate Real or personal, goods, chattels, money, stock, book accounts, due Bills, Promissory notes, Bonds Mortgages, Judgments, or other Choses in action, at the time of filing this his answer to the said Complainants Bill, nor has he held at any time since the Eighth day of October in the year One thousand Eight hundred and thirty seven except as stated in Schedule marked "A" above referred to and annexed to this Answer.

And this defendant denies all unlawful Combination & Confederacy in the said Bill charged, without that that any other matter or thing material and necessary for this defendant to make answer unto and not herein 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

Sworn to this day
of 1846. before me

Morris Gardiner
Solrs for
Defts. Ridge.

[12387-38]

And afterwards towit on the seventeenth day of June AD 1846 Came the said defendant Truman Bridge by Morris and Gardiner his solicitors and file his motion to dissolve the injunction herein against him which is in words and figures following towit

Cook County Circuit Court

In Chancery.

Truman Bridge Etal
and
The President Directors & Company of the State Bank of Illinois

} Creditors Bill
Injunction on defendants.

And now comes the said defendant Truman Bridge by Morris & Gardiner his solicitors, and moves to set aside and dissolve the injunction granted in this cause as against him

Morris & Gardiner Sols.
for dft Bridge.

And thereupon Come the said Complainants by Mark Skinner their solicitor and file their motion for leave to amend their Bill, which said motion is in the words and figures following

State Bank
vs
Charles Taylor Etal

} Chancery

Complainant moves for leave to amend his bill by inserting word or figure 9. 7th line 2d page. And for further time to Except or reply to dfts answer.

Skinner & Cowles for Complt.

And afterwards to wit on the 24th day of June AD 1846. it being one of the days of the June Term of said Circuit Court the following among other proceedings were had to wit.

5/2382-3d

The President Directors & Co. of the State Bank of Illinois, Hart L. Stewart Lorenzo D. Sawyer & John S. Wallace
vs
Charles Taylor Burleigh Hunt Truman Bridges Etals

} In Chancery

This day came the Complainants by Skinner & Cowles their Solicitors and move the Court for leave to amend their Bill of Complaint by inserting the figure 9. in the seventh line, second page and to extend the time to except or reply to said defendants till Monday Morning next which is granted.

And afterwards to wit on the thirtieth day of June A.D 1846 Came the said Complainants by Mark Skinner their Solicitor and file their replication to the said defendant Bridges answer which is words and figures as follows to wit.

State of Illinois }
Cook County Sp. } In Chancery.

The replication of the President Directors and Company of the State of Illinois, Hart L. Stewart Lorenzo D. Sawyer & John S. Wallace Complainants, to the separate answer of Truman Bridges one of the defendants to the Bill of Complaint of the above Complainants.— These repliants saving & reserving to themselves all and all manner of advantage of exception to the manifold insufficiencies of the said answer for replication thereunto say: That they will aver and prove their said Bill to be true certain and sufficient in the law to be answered unto, and that the said answer of the said defendant is uncertain untrue and insufficient to be replied unto by these repliants, without this, that any other matter or thing whatsoever in the said answer Contained material or effectual in the law to be replied unto Confessed and avoided traversed or denied is true,

All of which matters and things these complainants are and will be ready to ~~verify~~ aver and prove as this honorable Court shall direct and humbly pray as in and by this said Bill they have already prayed.

Mark Skinner
Complts Solr

And afterwards to wit on the same day and year last aforesaid to wit June 30th A.D. 1846 Came the said Mark L. Stewart one of the above named Complainants, and subscribed and made oath to his certain affidavit which is in words and figures as follows to wit:

State of Illinois
Cook County ss. In Chancery.

The President Directors & Company of the State Bank of Illinois Mark L. Stewart Lorenzo D. Sanger and John S. Wallace

vs

Truman Bridges, Charles Taylor Burleigh Hunt Etals.

Mark L. Stewart one of the Complainants in the above entitled cause being first duly sworn deposes and says that he is informed and believes that Truman Bridges one of the defendants in the above entitled suit has been since the filing of the bill of Complaint in this cause the agent of Burleigh Hunt and that at the time of the filing of said bill of Complaint, said Bridges held the notes of Rufus Tyffany mentioned in said Bill and also in the answer of said Truman Bridges now filed in this Cause, as the agent of said Hunt or as trustee for said Hunt and at the time of said Bridges receiving said notes he received the same for the benefit of said Hunt and under and by his direction and this deponent further saith that he has witnesses

[23382-93]

whose testimony he believes he can procure by the next term of this Court who will disprove so much of the answer of the said Truman Bridges as this deponent believes, as denies that the said Bridges held or holds the notes of the said Tiffany mentioned in said Bill and in said answer as the agent or trustee of said Hunt. and that the avails when Collected are to go to said Hunt, or to any person or persons for his use or benefit, and this deponent further says the Complainants have had no opportunity to procure such testimony since the coming in of the answer of the said Bridges

Subscribed and sworn to before me this thirtieth day of June A.D. 1846

H. L. Stewart

Sam Hoard Clk.

And afterwards to wit on the third day of July A.D. 1846. it being as yet of the said Sixteenth of said Court A.D. 1846. the following among other proceedings were had to wit,

State Bank of Illinois Hunt
L. Stewart. L. P. Sangre & John S. Wallace
vs
Charles Taylor Rufus Tiffany William Bissett Burleigh Hunt Etals

} In Chancery

On motion of Complainants Solicitor it is Ordered that the said defendants Charles Taylor Rufus Tiffany and William Bissett answer said Complainants Bill by Monday next.-

And afterwards to wit on the Eighteenth day of July A.D. 1846. and as yet of the said term of June A.D. 1846. of the said Circuit Court the following among other proceedings were had to wit.

The President Directors & Company of the State Bank of Illinois, Nat L. Stewart, Lorenzo B. Sawyer and John S. Wallace

vs

Charles Taylor Burleigh Hunt, Freeman Bridges, William Bissett Rufus Tiffany & Hunt infant Son of Burleigh Hunt.

} In Chancery

And now at this day comes Alfred Cowles for Complainants, and it being apparent from the Records that William Bissett one of the defendants in the above cause has failed to file his answer according to a rule obtained at a former day in term, It is therefore Ordered that an attachment issue against the said Bissett for his Contempt in not Complying with the above rule, and that the said defendant be held to bail in the sum of one hundred dollars for his appearance at the said next term of this Court. —

And afterwards to wit: on the Seventh day of November A.D. 1846 it being one of the days of the November term of said Circuit Court for said year, comes the said defendant Freeman Bridges and files his motion herein as follows —

Freeman Bridges impl vs
ads
The Pres. & Directors of the State Bank of Ill. & N.S. Stewart & ads

The said defendant Bridges by Norris & Gardiner & Hamilton his Solicitors Comes and moves the Court for a rule upon the Complainant to show cause why the injunction in this cause

51382-33

shewed not to be dissolved – Sons Gardiner & Hamilton Solrs

Whereupon the following proceedings were had in said Court, Towit:

The President Directors & Co of the Bank of Illinois, N. L. Stewart Lemuel D. Sawyer & Jno. S. Wallace
v
Charles Taylor, Burleigh Hunt et al. } In Chancery

This day comes the said defendants by Gardiner their Solicitor and moves the Court to ~~dissolve~~ dissolve the injunction ispued in this cause, and after argument heard thereon it is ordered that the motion be overruled –

And afterwards Towit: on the seventeenth day of June A.D. 1847 it being one of the days of the June term of said Circuit Court in the year aforesaid, comes the said defendant Bridges by Gardiner his Solicitor and files his certain motion which is in words & figures following Towit:–

Cook County Circuit Court
In Chancery

Freeman Bridges, et al.
vs
The President, Directors and Company of the State Bank of Illinois } Creditors Bill
Injunction on Defendants

And now comes the said defendant Freeman Bridges by Sons & Gardiner his Solicitors, and moves to set aside and dissolve the Injunction granted in this cause as against him

Sons & Gardiner
Solrs for Defr. Bridges

Whereupon the following proceedings were had towit:

State Bank of Illinois Wait T. Stewart,
Lorenzo P. Sawyer & Jno. S. Wallace
v
Freeman Bridges, Charles Taylor
Burleigh Hunt, Et als.
} In Chancery

This day comes the said defendants Freeman Bridges by Gardiner his Solicitor and moves the Court to dissolve the injunction issued in this cause against him, which motion after argument heard thereon is overruled —

And afterwards to wit on the twenty ninth day of June A.D. 1847 comes the said defendant Freeman Bridge by Gardiner his Solicitor and moves the Court to Exclude the depositions of Witnesses on file in this cause on the part of the Complainants Because. 1st The notice of taking the same served upon the said defendants Solicitor is insufficient. 2d. Because the names of all the witnesses produced and sworn by the Complainants were not mentioned in the notice served upon said defendants Solicitor.

Gardiner, Sol.t for Bridge

And afterwards to wit, on the first day of July A.D. 1847 it being one of the days of the June Term of said Circuit Court A.D. 1847 The following among other proceedings were had. —

The President Directors &c
of the State Bank of Illinois
N.L. Hewett, Lorenzo P. Sawyer
and John S. Wallace
v

12382-34

Charles Taylor Burleigh
Hunt, Freeman Bridges et als } Injunction

This day again comes the plaintiffs by Skinner and it appearing that the said defendants Rufus Tiffany and William Bissett have failed to plead answer or demur to said complainants bill of complaint as by an order of this Court required, it is therefore ordered that the complainants bill be taken as confessed against them the said Rufus Tiffany and William Bissett,

The President Directors & Company of the State Bank of Illinois
Hart & Edwards & Lamon & Logan & Dubois & Mallon
Charles Taylor, Burleigh Hunter Clerk,

And afterwards, to wit: On the fifth day of July in the year of our Lord one thousand Eight Hundred and forty seven, it being one of the days of the June Term of said Circuit Court in the year last aforesaid, the following among other proceedings were had to wit:-

* And now on this day come the said Complainants by their Solicitor and the said defendant Freeman Bridge by his Solicitor, and the remaining defendants having been duly served with process and notified of the pendency of this suit, and decree pro confesso having been taken against them. This Cause comes on to be heard as well upon the motion of the said defendant Freeman Bridge to dissolve the injunction herein as upon a final hearing upon Complainants bill herein, the answer of said defendant Freeman Bridge Complainants replication thereto and the Exhibits depositions and testimony in the cause. And said Complainants having read their bill of Complaint and only so much of the said defendant Bridge's answer as the said Complainants insisted was responsive to their said bill, and in particular having declined reading so much of said answer of said Bridge as avers a purchase of said notes and Mortgage from said defendant Bissell for a good and valuable consideration to the said Bissell, the part of said answer which said Complainants so in particular declined to read, Commencing on the sixteenth page of said answer, at the Commencement of the seventeenth line of said page, and at the words "and this defendant further answering says that he purchased the said Indenture of Mortgage" and Ending on the Nineteenth page of said answer at the termination

[13352-35]

of the Eleventh line from the top of said page at the words "said Burleigh Hunt or to any person or persons for his use or benefit," thereupon the said defendants also declining reading the part of said answer so omitted by Complainants, for the reason stated by the Solicitor of said defendant Bridge, that said Bridge did not claim to hold the said note and Mortgage in his own right, but only as Agent for said defendant Bissett — And the Court having duly considered all and singular the premises, and being fully advised thereof it is ordered that said motion be overruled, and it is further ordered, adjudged and decreed That said defendant Burleigh Hunt pay to said Complainants the sum of Three Thousand Three Hundred and thirty nine dollars and twenty five cents, that is to say, to the said Complainants The President Directors & Company of the State Bank of Illinois the sum of Three Thousand and Eleven dollars ninety nine cents, and to the said Complainants Hart L. Stewart, Sorenzo P. Sawyer and John S. Wallace the sum of Three Hundred and twenty seven Dollars, twenty three cents —

And whereas for certain notes for the sum of Eight Hundred and fifty Dollars each bearing date the twenty sixth day of June one Thousand Eight hundred and forty four, payable one thereof in twelve months from date with interest, and the other thereof payable in Eighteen months from date with interest, made and Executed by said defendant Rufus Tiffany to said defendant William Bissett, also a certain Mortgage deed made and executed by said Rufus Tiffany to said William Bissett to secure the payment of said Note, said Mortgage deed being for all

and singular the following described premises, to wit.
"The North East quarter and the North West quarter of
the North East fractional quarter of Section Number Twenty
Eight in fractional Township Number Forty five North Range
Number Twelve East of the third principal Meridian
being the same parcel of Land known as McKays addi-
tion to the Town of Littlefort as the same is platted
and filed in the Recorders Office of Lake County
in the State of Illinois, Excepting and reserving the
following premises Towit: Lots Ten and Twelve in
Block Seven - Lot numbered Three in Block numbered
one, and one square acre of land lying in the
North East Corner of the said North East quarter
of said Section Numbered Twenty Eight, also Twenty
Eight lots of said land such as should be first sold
by said Tiffany as shall appear by deed of Conveyance
of record "and which said note and mortgage
and on the 25th day of September A.D. one thousand
Eight Hundred and forty four - assigned by said Bissell
to said defendant Newman Bridges - from the testimony
and proofs in the cause appear to have been in fact
the property note and mortgage of the said Burleigh
Hunt up to the time of the commencement of this
suit, and the service of proces of injunction thereon
upon the said Bridge, and the Court being satisfied
from the premises that all the interest in Equity in
and to said note and mortgage during all
the time aforesaid was in the said defendant
Burleigh Hunt, in consideration of the entire premises
It is ordered adjudged and decreed, that the said
note and mortgage be assigned transfered and delivered
by the said Newman Bridge to the complainants in
this cause, and that the entire and absolute right
and title thereto and interest therein both in law & Equity

[12382-3d]

be vested in the said Complainants in this cause, and that said Complainants be and they are hereby substituted to all and singular the interest of the said Burleigh Hunt William Bissett and Freeman Bridge and each of them both in law and Equity in and to said note and mortgage, and that said Freeman Bridge Comply with the decree and order herein by delivering said note and mortgage so assigned to Norman B. Judd a Special Master hereby appointed to Execute this decree within twenty days after the said Bridge shall be served with a copy of this decree, and that said Freeman Bridge Burleigh Hunt and William Bissett they and each of them be perpetually and forever injoined and restrained from proceeding to collect, collecting or receiving the amount due on said note and mortgage or any part thereof, or in any way intermeddling therewith -

And it is further ordered adjudged and decreed that said defendant Rufus Tiffany, pay over to the said Norman B. Judd Special Master as aforesaid to the use of said Complainants the amount of the said Notes so due as aforesaid from him, and secured by Mortgage as aforesaid which amount is ascertained to be the sum of Two Thousand and Eight Dollars and Sixty Six Cents, and it appearing to the Court that the said sum due upon said Note is a lien upon the mortgage premises aforesaid by virtue of said Mortgage. It is ordered that if default be made in the payment of said last mentioned sum of Two Thousand and Eight dollars and Sixty Six Cents to the said Judd Special Master as aforesaid, for thirty days from the Entry of this decree that

the Equity of redemption of the said defendant Rufus Tiffany in and to said Mortgaged premises be forever barred and foreclosed; and that the said Norman B. Judd Special Master as aforesaid proceed to sell at public Auction to the highest bidder for Cash the said Mortgaged premises or so much thereof as shall be sufficient to pay and satisfy all and singular the amount due upon said note & mortgage to wit:-

The said sum of Two Thousand and Eight Dollars and Sixty Six Cents, and that notice of the time place and terms of said sale be published by the said Special Master in a Newspaper published at the Town of Little Fort in the County of Lake and State of Illinois for four weeks previous to the time of said sale.- And it is further ordered adjudged and decreed that all and singular the right and title of the said Burleigh Hunt William Bissell and Truman Bridge under and by virtue of said Mortgage deed, and all and singular the right title and interest of each and every the defendants to this suit on the 26th day of June A.D. 1844, and all and every the right title interest and claim of the said Hunt Bissell and Bridge and said Rufus Tiffany or either of them which they have had in and to said Mortgaged premises be vested in the purchaser and purchasers respectively that may purchase the same or any part thereof at the sale of the said Norman B. Judd Special Master as aforesaid to be made as aforesaid - That Norman B. Judd said Special Master shall make Execute and deliver to said purchaser and purchasers aforesaid,

(12882-37)

a deed or deeds of said premises to by him or them purchased, which deed or deeds when Executed and delivered shall operate to vest in such purchaser or purchasers all and singular the title thereto as aforesaid.—

And it further appearing that Freeman Bridge is indebted to the said Burleigh Hunt in the Sum of Fifty nine dollars and Twenty four Cents. It is further ordered that the said Freeman Bridge pay to the said Norman B. Judd Special Master as aforesaid the Sum of Fifty nine dollars and Twenty four Cents to the use of said Complainants, and that in the Event of the failure of said Bridge to pay said Sum in thirty days from the Entry of this decree that Execution issue in this cause in favor of Complainants against said defendants Bridge for said Sum, and when collected that the same be paid over to said Norman B. Judd Special Master aforesaid.—

It is further ordered and adjudged that the amount and amounts so to be ascertained by the said Norman B. Judd Special Master as aforesaid to the use of said Complainants, be paid over to the said Complainants in exact proportion to their respective claims as herein before ascertained, and that the said Special Master make report of his proceedings herein at the next term of said Court.—

It is further ordered that Burleigh Hunt, William Bissell and Freeman Bridge pay all the Costs of this Suit and that of said Costs there be taxed against said defendants the Sum of forty Eight dollars and fifty three Cents for Costs of depositions taken by Complainants in this cause and that Execution issue for said Costs.—

Upon motion leave is given said Complainants to amend their bill of Complaint herein by adding the name of Henry B. Hunt infant son of the said Burleigh Hunt as a party defendant to the said bill; and by adding such averments as shall be proper to charge said Henry B. Hunt as such defendant.

And now said defendant Freeman Bridge prays the Court for an appeal of this cause to the Supreme Court, which prayer is granted upon Condition that the said Freeman Bridge enter into Bond to said Complainants within day from the entry of this decree, in the penal Sum of Four Thousand one Hundred and thirty five Dollars with good Security, to be approved by the Clerk of this Court - Conditioned as it is by law required. -

(2382-38)

Cook Circuit Court

In Chancery -

The President Directors & Company of the State Bank of Illinois, Hart L. Stuart Lorenzo P. Sargent & John S. Wallace.

vs

Burleigh Hunt, Charles Taylor William Bassett, Freeman Bridges, Cyprey Fitzgerald, & infant son of Burleigh Hunt.

To the above named defendant Freeman Bridges.

You will take notice that the Complainants in the above entitled Cause will proceed to take the ~~testimony~~ depositions of James P. Gordon, Elnathan Sunderland Royce Tiffany, A.B. Wynkoop, Henry Knapp, Hiram Higginbin, James McKay, David Coy, Samuel M. Dowst, and such other persons as may be then and there introduced: before James H. Trader, Esq. a Justice of the Peace in and for the County of Lake and State of Illinois, on Tuesday the 15th day of June inst. at 10. o'Clock A.M. of that day, at his office in Little Fort in said County of Lake, said depositions to be used as evidence upon the hearing of the above entitled Cause, and you are notified to be then and there present & cross examine witnesses

J.A. & N. McDougall
Solrs for Complts.

Dated June 4th 1847.

[12382-397]

2

I admit service of a
copy of the within
notice this 4th June
1847. E.C. Gardiner
Solr. for Defts
F. Bridge.

Cook Circuit Court. In Chancery.
The President Directors & Company
of the State Bank of Illinois
& at L. Hunt. George B. Sanger and
Jonathan S. Wallace.

&c.

Burleigh Hunt. Charles Taylor, William
Bissell, Freeman Bridge, Rufus
Tiffany and Defendants of
Burleigh Hunt.

The deposition of David Coy, Arthur
Patterson, E. B. Nichols, A. B. Wyckoff
Henry Knapp, Charles H. Bartlett, James
McRay, Irving Gage, George Thompson
Rufus Tiffany M. P. Hoyt, and
Abram Hagenin, taken before me
James H. Haden, a Justice of the
Peace, for Lake County and State of
Illinois at my office in Little Fort, the
15th day of June, A.D. 1847. to be used
as testimony in the above Entitled
Cause, being taken in pursuance of
the annexed Notice for taking
depositions and continued from
day to day until the said depositions
were all duly taken.

At the time fixed upon for
taking said depositions. Complainants
present by their Counsel, Counsel for
Defts. Bridge not present on the first day.

David Coy being by me duly sworn
according to Law to testify in the above
Entitled Cause, made answer to the
Interrogatories, propounded to him as
follows.

[12382-40]

Question 12. What is Yr. age and place of Residence.
Ans. My age is 38. years; I reside in the town of Litchfield.

Ques. Do you know the defendants in this suit Burleigh Hunt, William Bissell, Freeman Briggs and Rufus Tiffany?
Ans. I do.

Ques. How long have You known the said Freeman Briggs? Ans. Upwards of six Years.

Ques. Have you during that time had an opportunity of knowing the pecuniary circumstances & condition of the said F. Briggs?
Ans. To some & not to a large,

Ques. What has been his occupation during the period of your acquaintance with him? Ans. He has been engaged in farming.

Ques. Do You think during that period he has been in a condition, to buy and pay for Bonds & Mortgages to the amount of two or three thousand dollars, if he desired to do so? Ans. I should think not without selling his farm.

Ques. Does he now live upon and own the farm which he has resided upon for the last 4 or 5 years? Ans. I suppose he does, within my own knowledge I don't know that he does, or that he owns the farm.

Ques. When were You last at his place of residence? Ans I don't recollect of being there within the last two years.

Was he, when you was there last residing on the place, or which he had been residing during the ~~last~~ previous portion of that year? Ans. he was. Ques. How far does he reside from you - Ans I always called it 12 miles. Question What is your occupation - Ans. I am a physician. Ques. How long have you known the said William Bissell? Ans. about 8 or 9 years. Question Have you during that period up to 1845 had an opportunity of knowing what was his pecuniary circumstances and condition? Ans. I think I have. Question. State your knowledge on that subject? Answer Well I know the greater portion of that time he has been a laboring man, of rather limited means I should suppose, he may have had means, which I have no means of knowing he has owed me ~~several~~ at different times but seemed not in a condition to pay but has Eventually paid me. - Question, What was his occupation and business in 1843 & 1844? Ans. I think he resided with & labored for Mr Hunt about that period, Cant be positive he went to Galena, in the autumn of 1843 or 1844. He remained about during the winter and Spring and I dont know but the part of Summer following. Question. Has said Freeman Bigs, during the period of your acquaintance with him, had any business

[12382-41]

or means of support, other than farming to your knowledge? Answer. I dont know of any other business that he has followed.

S.a. David Coy.

Arthur Patterson, being by me duly sworn according to law, to testify in the above entitled cause made answer to the interrogatories propounded & claim as follows.

Question. What is your age and place of residence? answer. I reside in Lake County and am 49. years of age.

Question. Are you now the clerk of the County Commissioners Court of Lake County? Ans. I am. Question. Is the record Book of the proceedings of the County Commissioners Court of Lake County, kept by the clerk? Ans. It is. Question. Turn to said Book on page 158, is the record now shown to you, and marked "Exhibit A" a correct transcript of an order entered upon said page, upon said Book? Ans. it is. Question. Who was clerk of the Comrs Court at that time? Ans. I think H. T. Steel; indeed I am sure. Question. Had he a Deputy, and if so who was that Deputy? Answer. He had a Deputy A. D. Wyatt, Jr. ordinarily

Signed Arthur Patterson.

State of Illinois
Lake County } I James H. Trader a Justice of the peace in and for said County, do Certify that the foregoing deposition of Arthur Patterson, was taken before me at my office in Little Fort on the 15th day of June 1847, in pursuance to the annexed notice for taking depositions between the hours of 2 o clock P.M. and 3 o clock P.M. of said day and that the same was sworn to and signed by the said Arthur Patterson.

Given under my hand and seal this 15th day of June A.D. 1847. James H. Trader J.P.

State of Illinois
Lake County } I James H. Trader a Justice of the Peace. ~~of~~ in and for said County do hereby Certify that the foregoing deposition of David Conf was taken before me at my office in Little Fort on the 15th day of June A.D. 1847, between the hours of 10 o clock A.M. & 11 1/2 o clock A.M. of said day, in pursuance of the annexed notice for taking depositions, and that the same was sworn to and signed by said David Conf.

[12382-42]

Given under my hand and seal this 15th day of June A.D. 1847.

James H Trader J.P.

S. B. Nichols being by me duly sworn according to Law to testify in the above entitled Cause, Made answer to the interrogatories propounded to him as follows.

Question. What is your age and place of residence? Answer. I am 48 Years of age and Reside in Lake County. Question. Were you Sheriff of Lake County in 1841? Answer. I was. Question. Were you Employed in the Spring of 1841 by the Comrs of Lake County, to act as Auctioneer in selling certain Town Lots, in the Original town of Little-Fort belonging to the County of Lake at public Sale, which took place at Little Fort, in the Spring of 1841. Ans. I was.

Question. Did you offer for Sale and Sell Lot, Number 4 sq. and the North half of Lot No. 8. and North half of Lot No. 5. in Block No 25. in said town of Little-Fort.

Ans. I Cried those Lots and they were Struck off to Burleigh Hunt, to the best of my recollection. Question. are you acquainted with Henry B. Hunt Son of said Burleigh Hunt. Ans. I was.

Question. What was his age at the time of that Sale. Ans. I should think about three Years old to the best of my recollection.

Question. Had he to your Knowledge any property in his own right, at that time. Ans. I know of none.

Question. Did the said Burleigh Hunt at the time of said Sale, give you the name

[12382-43]

of any other person than himself, as being the person for whom he was bidding off said lots?

Answer. I have no recollection that he did.

2. Who received the money on behalf of the County Commissioners that was paid in, at the sale of the village lots? Answer. A. B. Wynkoop.

Question. Do you know Freeman Bidgood and how long have you known him? — Answer I do, and have known him for 5 or 6 years.

Question: What has been his occupation and business during that period? Ans. A Farmer. — Question. Have you had an opportunity during that period of knowing his pecuniary circumstances and condition — Answer.

I have no better opportunity than an acquaintance with the man of knowing. — Question. Were you in the year 1843 & 1844 a clerk in the Store of H. O. Dickinson at Little Fort? Answer. — I was. Question. Did the said F. Bidgood at that time do his trading at the Store of the said Dickinson Answer. He did. Question — Has the said Bidgood during the period of your acquaintance with him, to your knowledge had any other means of support or pecuniary resources than his farming business? Ans. He has not. Question. From your acquaintance with him and your knowledge of the man from reputation, would you think his pecuniary ability such, that he could buy and pay for, Bonds & Mortgages to the Extent

State of Illinois
Lake County } ss: I James H. Frazer a Justice of the Peace in & for said county, do hereby certify that the foregoing deposition of S. B. Nichols, was taken before me at my office in Little Fort on the 15th day of June, 1847. in pursuance of the annexed notice for taking depositions between the hours of 3 o' clock P.m. & 4 o' clock P.m. of said day and that the same was sworn to and signed by the said S. B. Nichols

Given under my hand & seal this 15th day of June 1847

James H. Frazer J. P.

being by me duly sworn according to law 10
to testify in the above entitled cause made answers
to the interrogatories propounded to him as follows

Archimedes B. Wynkoop ~~for Complt~~

Question. What is your age and place of residence. Ans. My place of residence is Little-Hort and my age thirty five years.

Question. Do you know the defendants Burleigh Hunt, William Bissell and Freeman Pidge. Answer. I do.—

Question. Were you a deputy clerk of the County Commissioners Court in the Spring of 1841.? Answer—I was. Question. Did you attend a sale of village property in Little Hort which took place in the Spring of 1841.

Ans. I did. Question. Who acted as Auctioneer for the County Commissioners at said sale? Answer. ~~Larson~~ R. Nichols. Question. Was you seind the money paid into to the County Commissioners at said sale. Answer. I did as deputy clerk of Henry B. Steel, who was then clerk of the County Commissioners Court. Question— Have you now in your hands the record Book of the proceedings of the County Commissions Court during the time you was acting as deputy? Answer I have. Question. In whose hand writing is the order entered upon said page upon said Record, which was referred to by Arthur Patterson in his depositions partly taken in your hearing? Answer, it is in my hand writing. Question— Did

Move to Strike

of two or three thousand dollars, if he desired so to do?
Answer. I should not. Question. Has he, to your Knowledge or have you any information that said Ridge has been in the habit of buying and selling Bonds & Mortgages, or Speculating in Securities of that kind or nature, for years past? Answer. I have never heard of his doing business of that kind. Question – Were you the principal clerk in the Store of D. C. McKinnon, during the period you was with him in Little Fork? Answer. – I was. – Question – do you know William Bissett one of the defendants in this cause if yea, how long have You known him? Answer – I do. and have known him 5 or 6 years. Question What is his business? or occupation? Answer I should think he was a common Laborer – Question. Have you had a good opportunity of knowing or learning from reputation in the Community where he lives what his pecuniary condition & circumstances were in the years 1842, 1843, & 1844. Answer I had as good an opportunity as a daily acquaintance with the man would give me. in the Community where he lived
Question, was he a man of property. Ans. to your Knowledge or from reputation?
He was not. Question. State the extent of your Knowledge as to his pecuniary ability and resources? Ans. I had no Knowledge of his having any property.

Sd. S. B. Nichols

as Deputy Clerk of the County Commissioners Court. Receive the payment of $11.25. in the said Order recited to have been paid to said County Commissioners, of Yea, who paid said Money to you? Answer. I did receive $11.25 in County Land Orders, principally, paid by B. Burleigh Hunt. Question, Was the said Order Entered at the time the money was paid? Answer, It was Entered the same day. Question, Who was the purchaser of Lot 4 & 9. and North half of Lot 8. and North half of Lot 5. in Block No. 25. in the town of Littlefork, as the sale mentioned by said Deputy C. B. Nichols. in his deposition referred to and taken in Your hearing? Answer. they was bid Off by Burleigh Hunt. — Question — By Whose request or direction was the order just referred to by You, directing the Bond for said Lots. to be issued to Burley Hunt in the name of Henry B. Hunt, Made?. Answer. By County Commissioners. Question. Did Burleigh Hunt request the County Commissioners to direct the said Bond to be issued in the name of Henry Hunt? Answer. I do not know whether he did or not to the best of my recollection he did, I wont be positive — Question. Do You know Henry Hunt an infant son of said B. Burleigh Hunt Answer. I do. Question. Is he the person

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referred to in said Order, and in whose name the said Bond was issued? Answer. I suppose he is the same. Question. What was the age of the said Henry Hunt at that time? Answer. I should judge him to be between 3 & 4 years old. Question. Did you know any other person by that name residing in Lake County, or in this section of County by the name of Henry Hunt? Answer. I did not. Question. Are you acquainted with Henry Knapp, & if so how long have you known him? Answer. I am acquainted with him, and have known him about 7 years. Question. Do you know whether or not the said Knapp, some time in the year 1841. or 1842. Conveyed to William Bissett one of the defendants in this cause, the North half of the North East quarter of fractional Section No. 28. Township Forty-five North, of Range 12 East of the 3d Principal Meridian in the County of Lake and State of Illinois? Answer. I believe he did. I recorded a deed of that description. Question. Do You Know by whose direction or procurement, the said Conveyance was made by said Knapp to said Bissett? Answer. Not of my own knowledge. Question. From the statements made to me by said Bissett prior to 1844? Ans I do. Question. Do You Know any statements made by said Bissett prior to 1844? Ans. I do. Question. From whose statement, declaration or whose procurement was the said Deed made to the said Bissett? Answer. At the instance of Henry Hunt. Question. Did the said Bissett state to you, by whom the Consideration paid to said Knapp for said land was paid? Answer. I dont recollect whether he did or not. Question. Do you know what was the consideration paid to

the said Knapp, or by whom it was paid for said land?
Answer. I think the consideration in the deed in the deed was one hundred dollars. I dont know by whom it was paid. Question. Did the said Bissett ever tell you at whose instance and request he afterwards conveyed the same land to James McKay? Answer. I dont recollect that he ever did, he may have told Mr S.
Question. Do you know at whose instance and request said conveyance was made? Answer. I do not.
Question? Do you know by whose request or procurement the said land or a quarter part thereof, was afterwards conveyed by said McKay & William Bissett? Answer. Not of my own knowledge. Question Do you know at whose request such conveyance was made by statements made to you by said Bissett? Answer. I do not. Question. Do you know whether the said Bissett at the time the said conveyance from McKay to Bissett was made, ~~to said Knapp~~ was in this District of Country or not? Answer. He was. He arrive here the day before or the day but one before from the Mississippi I think, I wont be positive. Question Do you know whether the said Hunt had any interest in said land while the title was in James McKay, or afterwards while it was in William Bissett? Answer. He had. I know he had. Question Do you know the nature and extent of his interest? Answer. I do.
Question. State the same? Answer. Mr Knapp came to me before going to the land Office and said ~~that~~ he could make $100. by preempting the above described land, that Burleigh Hunt would pay him or make it as good to him as $100. + He afterwards went and preempted this land at the request of Burleigh

[12382-47]

Hunt, and Deeded the south half of the said quarter Section to Elmsley Sunderland, and the north half to William Bissett, Said Hunt exercised acts of ownership, and called it his; and sold a part of it, and procured it to be Surveyed and platted, as McKays addition to the Town of Little Fort all with the Knowledge and Consent of Bissett, He sold two lots to Bloom While the title was in McKay, the same was conveyed by McKay to Bloom, Hunt sold one lot to Samuel S. Greenleaf and one lot to me, - He did not Deed the lot to Greenleaf nor the lot to me. Subsequent to this the plat known as McKay's addition to Little Fort was deeded by McKay to Bissett at Hunts request, and afterwards the whole of said plat, with the exception aforementioned and one square acre in the north east corner, of the said quarter Section, was bargained by Emily Hunt to Rufus Tiffany with the consent of Bissett, and deeded by Bissett to the said Rufus Tiffany, I think in the year 1844. When that conveyance was made a Mortgage was executed by Tiffany to Bissett for some portion of the purchase money, I was so told by both Bissett & Hunt and some portion of the purchase money was paid over by Tiffany for the benefit of Hunt as I understood from both Bissett and Hunt. Question. Do you know whether Freman Ridge knew or was informed at any time prior to the assignment of said Mortgage executed by Tiffany to Bissett, that the said Hunt had any interest in the said Mortgage, or the said land prior to the sale thereof, to the said Rufus

State of Illinois, Lake County ss: I James H. Frader a Justice of the peace in & for said County, do hereby certify that the foregoing deposition of A. B. Wynkoop, was taken befor me at my office in Little Fort, on the 15th day of June 1847 in pursuance to the annexed notice for taking depositions between the hours of 5 o'clock P.M. & 7 o'clock. P.M. of said day, and that the same was sworn to and signed by the said A. B. Wynkoop. Given under my hand and seal this 15th day of June 1847.

James H Frader J.P.

at the close of the Examination of A.B. Wynkoop, on the 15th inst. at 6 o'clock P.M. it appearing that no other witnesses being in attendance it is ordered by the Justice, that this Examination be continued until the 16th inst. at the hour of 8 o'clock A.M. and that an attachment issue for Harry Knapp and Nelson Landon, returnable forthwith.

Wednesday June 16th 8 o'clock A.M. Plff appeared by their counsel and offered to examine

Henry Knapp as a witness. Gardiner for Deft Bridges
Enters his appearance at this adjourned hour
on the 16th instant, and proposed to cross examine
A.B. Wynkoop, the last witness who was examined
on the part of the Complainant, on the 15th instant
Pliffs Counsel objecting on the ground that Deft
Bridges was present at the taking of said Depositions of said
Wynkoop and others Ent refused to enter his appearance
or to Cross Examine. Cross Examination of
A.B. Wynkoop taken subject to above objection

Tiffany.? Answer. I dont know that he had any knowledge of it, or was informed - Question. What was the occupation and business of the said Bissett when you knew him? Answer. He was a carpenter by trade, he worked at mill wright business. Chopping wood hoeing garden, &c.

Sign. A. D. Lankford.

Cross Examined by Dr. for Def. Bissett

Question. When was the deed of the north half of the N.E. Q. of Sect. 28. recorded by you? Answer. I cannot tell the precise time without reference to the records. Question. State particularly when and where the conversation between yourself and Bissett relative to the transfer of the said lot of land, occurred? Answer. I cannot answer without reference to the

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record. Question. Do you know what the consideration of such deed from Knapp to Bissett was? Answer. I think One hundred dollars. - Question. Was the order to which you refer as having been made at the time of the payment of Eleven Dollars and twenty five cents, an order that a Bond for a Deed issue, and if so to whom? Obj. to. Answer. It was an order that a Bond issue to Henry Hunt. Question. In whose hand writing is this order? Ans. In mine. Question. Refer to the record, and answer whether the transcript referred to in the deposition of Arthur Patterson marked "Exhibit A" is a correct copy of the record? Answer. It is. Question. Were you present at the time the County Comrs. made this order? Answer. I was — Question. Was there then any Bond from Burleigh Hunt to Henry Hunt in the possession of the County Commissioners Clerk. If any Bond name or nature? Answer. None Whatever that I know of. Question. How did you learn that the consideration of the transfer and sale of the said North half of the North East Quarter of Section 28. was one hundred dollars. Answer. I learned it from the * Statements of Henry Knapp * and from the Deed. Question. Do you know what the extent and nature of the interest which you answer Hunt had in said described lot of land at the time of the sale from McKay to Bissett, was?

how did you ascertain Obj: to ? answer. I do know and I ascertained from the facts recited in my direct examination — Question.
State particularly, if you know, what the extent of Hunts interest was in dollars and cents.?
Answer. I do not know of my own knowledge that he had any interest, * except by selling Lots and exercising ownership. Question.
State what lots were sold by Mr Hunt, when & to whom.? and state particularly what other acts of ownership you refer to.? Ans. The first sale made by Mr Hunt is known as lot two in Block 3. which was not then platted, which sale was made on or about the 1st day of December, 1843 time.
The next sale was during the fall or winter of the same year, I think, I am not positive, but it was when the title was in McKay. and before the land was platted, into town Lots, I bought from Burleigh Hunt one acre, from the North East Corner, of the North East quarter of Section 28. Town 45 North of Range 12. East of the third principal Meridian and Hunt procured a deed from McKay and his wife to me. of the same. also four, prior said Lots being platted — Burleigh Hunt sold what is now known as Lot 1. in Block 3. in McKays addition to Little-Fort, to Samuel S. Greenleaf, for the sum of thirty five dollars; after the said land was platted as McKays addition to Little-Fort, Burleigh Hunt sold to J.C. Bloom lot two and twelve in Block 7. McKays addition to Little-Fort, and procured a deed from James McKay and wife of the same; one other sale

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was agreed to by and between Hunt and McKay of Lot 3. in Block 3. in McKay's addition. The agreement was, that the title was to remain in McKay for Lot 3 afterwards on or about the 1st July 1844. the balance of the said North half of the North East quarter of Section 28. in Township 45. North of Range 12 East of the 3d principal Meridian, was bargained and sold to Rufus Iffany, and a deed was made therefor, at the instance of Hunt, by William Bissett, to said Iffany, Hunt called it his and I know of no other act of ownership of Hunt except thos stated in my direct Examination.

Question. did you know at the time you made the several purchases from Burleigh Hunt referred to in your last answer, that the legal title to the said North half of the North East quarter of Section No 28. Township 45. North of Range 12 East of the 3d Principal Meridian, was in James McKay. Answer. I know when I purchased the acre, the title was in James McKay, I did know at the time but do not recollect now, in whose the title to the land was when I purchased the other lot. Question. Are you acquainted with Rufus Iffany one of the defendants in this suit, and how long have you known him? Answer. I am acquainted with him and have known him since July 1844. Question. Have you ever had any conversation with Rufus Iffany relative to the commencement of the suit? Obj. to. Answer. I do not know

Defts Briggs by his Counsel applies for a Subpoena duces Tecum in substance following that Rufus Tiffany appear forthwith, and with him bring a receipt, purporting to be a receipt from the State Bank of Illinois signed by H. V. Stewart. K. P. Sanger, William H. Brown and Wallace or some of them. Stating in substance that the Judgments in favor of the State Bank of Illinois and against Chas Taylor Bulleigh Hunt & John Rogers had been paid; which issued the 16th inst and is returned duly served, by reading in the hearing of the said Rufus Tiffany & by Freeman Briggs— Said Tiffany appears in person and when called upon to produce said receipt, says that he has no such receipt & never had, whereupon the defts Counsel requests that the justice enter the same in his minutes in this proceeding.

that I have. I do not recollect any. — Question
State what conversation if any you had with R.
Tiffany previous to the commencement of this
suit. Concerning a receipt from the State Bank
of Illinois to said Tiffany and state if you
know what such Rect. was? Obj. to
Answer.

During the latter part of the Summer
of 1844. I think ~~I~~ might probably ~~have~~ been in the Summer
of 1845, I was at Chicago and met Rufus
Tiffany on Board the Steam Boat
Great western; Tiffany then said to me
he had got all the Bank difficulty
settled up, and got a Rct. he took the
receipt from his pocket book, or a bundle
of papers he had in his pocket, and
handed it to me, which I read. Said
receipt was signed by some if not all the
persons following; Hart L. Stewart
A. P. Langs. and I think by William
H. Brown, Cashier of the State Bank of
Illinois, and a man by the name of
Wallace, I dont recollect his given name,
I ~~xxxx xxxx~~ And yet I cant be positive that they all signed it, but
that some of them did, I am quite positive
I am positive that Stewart signed it, I
dont recollect whether the signatures were in
the Company name or individual * [illegible]

(~~Xxx a xxx xxx xx xxxx xx xxxx xxx xxxx xxx xxx xxx xxx xxx xxx~~
(~~x produce the xxx. xx xxx. xxx x~~

Question. State if you know what was the
Content of the Rct. You are to State in Substance
if you cannot recollect the precise words. obj. to.

Answer. The paper shown me by Mr. Tiffany
purported to be a Release, of a Levy that
that the Bank had previously made, upon the

[illegible]

Land which he Tiffany had bought, Broom as McKay's addition to Little Fort, that paper, was signed as referred to previously. As to the exact contents of it, I cannot state, don't recollect. Question. Have you ever had any Conversation with Hart E. Stewart. Lorenzo B. Sawyer. or John B. Wallace or either of them relative to the Commencement of this suit, or concerning the payment of the judgments in favor of the State Bank of Illinois, against Hunt Taylor & Rogers or with any of the officers of said Bank and if so state fully, what such Conversation was and when had. Ans. Obj. I have never had any Conversation with any of the persons named, except the President of the Bank, William H. Broom, who told me that he believed the judgments were all paid and satisfied by one Silas Rogers. further than that he said nothing particular about it.

A. B. Wynkoop

being by me duly sworn according to law to testify in the above entitled cause, made answers to the interrogatories propounded to him as follows:

Henry Knapp. ~~Cross~~ Cross.

Question what is your age and place of residence? Answer. 48 the tenth day of October next, and my residence is Little Rock

Question. Do you the defendant in this suit, Burleigh Hunt William Bissett and Freeman Bridges? answer. I do. Question. Did you some time in the year 1841. or in 1842, or at any other time, purchase from the United States the North East quarter, of fractional Section 28

State of Illinois
Bureau County ss. I James H. Fraden a Justice of the Peace in and for said county, that the foregoing deposition of A. B. Urynkoop was taken before me at my office in Little-Fort on the 16th day of June 1847. in pursuance of the annexed notice for taking depositions, between the hours of 9. o clock A. M. & 1. o clock P. M. of said day, and that the same was sworn to and signed by the said A. B. Urynkoop

Given under my hand & seal this 16th day of June 1847.

James H. Fraden J. P.

Township 45: North of Range 12 East in the County of Lake and State of Illinois? Obj. to. answer I did. Question. did you, after that time and when, convey any portion of the said Quarter Section to ~~the said~~ if so what part William Bissell? ~~Answer~~ Obj. to. Answer. I did. Convey the North 80. acres of that quarter. Question. At whose instance and request did you convey the same to the said W. Bissell Answer. ~~At the request of Mr Hunt~~ At the request of Mr Hunt Question What was the Consideration to you for which the said Conveyance was made? ~~A.~~ Answer. One Hundred Dollars. ~~A. Ans~~ Question. By whom was the said Consideration paid to you, and how was it paid? Answer. Mr Hunt held a joint note on demand against me and Thomas Birge for $100. and this note was the consideration of the Conveyance. Question Was that note taken up or cancelled by you at the time of the Execution of said Conveyance? Answer it was. Question. Was there any other Consideration paid by you to said Hunt for cancelling said Note than the Conveyance of the said North half of the North East quarter of fractional Section 28. Ans. there was not.

Question. Is that the same Land afterwards Conveyed by William Bissell to

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James McKay. ? Answer. I do not know except by heasay. Question - Is it the same land, afterwards platted & surveyed as McKays addition to Little Fort. Ans. I do not know. Question Do you know whether any part of the land conveyed by you as above stated, to William Bissett, was afterwards platted and surveyed as an addition to the town of Little-Fort? ans. It was surveyed and termed an addition. Question Do you know who caused the same to be surveyed and platted. Answer. I should think it was Mr Hunt., I dont know, I saw Hyde have it on a board before it was platted. Question. Did Hunt assist in making the said survey? ans. He did I think; the only time I ever saw him there was when he came with the County Surveyor, Gage, and some other person. Question. What other person was present, at the time you was making the survey? Answer. Craig and Tom Bird, are the only one, I can recollect. Question. Did you ever convey any other land to William Bissett than that conveyed by him to you as above stated? Objected to. ans. I did not.

Henry Knaseph.

Cross Examined by Defts Counsel

Do You Know whether at the time of the sale of the said lot of Land above described, by you to Bissett, Hunt was indebted to Bissett? obj. to Answer. I think He owed William Bissett Considerable. Question. Was this indebtedness from Hunt to Bissett existing at the time of the said sale by you to Bissett,—obj to.— Answer. At the time and two or three years before. Question Can you state the amount of such indebtedness? Answer. No sir. Question. Was your sale or conveyance made to Bissett at the request of Hunt, for the purpose of paying Bissett a portion of the debt due from Hunt to him? obj. to. Answer. Well Sir, it was not, it was to pay off the note. I dont know who got paid afterwards. Question. Were you requested by any other person to convey the said land to Bissett? Answer. No. Question. Was the note which you refer to in your direct examination of one hundred dollars Endorsed by Bissett, or owned by him? Answer. No.

Direct Ex.n Resumed.

Question. Do You know that Hunt was indebted to Bissett at the Time of said sale to Hunt, or conveyance to Bissett, or previous thereto except from hearsay? Answer. To the best

of my oath he was for servitude. Question. Do you know of your knowledge, that at the time of said conveyance, to Bissett, Hunt was indebted to Bissett? Answer. I do as much as I can. Question. Do you know of, or from hearsay? answer. I know more than by hearsay but I don't know all the all. I know it but I cant swear it.

Henry Knapp.

Cross Examination assumed.

Question. Do you know that Hunt borrowed money from Bissett, previous to the said sale by you - Answer. Hunt borrowed some money from Bissett, at the time he was in the dam, and before the said sale by me.

Question. Do you know whether the money borrowed by Hunt from Bissett has been paid? Answer. I do not.

Question. Do you know how long, and if so state, Bissett worked for Hunt, previous to said sale, or conveyance by you to Bissett?

Answer. It was a good while, I dont know.

Direct Assigned.

Question. Do you know whether the said Hunt ever paid the said Bissett for the said labor or not? Answer. I do not know, he paid a little.

Question. Do you know how much he paid of your own knowledge? Answer

State of Illinois
Lake County } ss. I James H. Trader a Justice of the peace in and for said County do hereby certify that the foregoing Deposition of Henry Knapp was taken before me at my office in Little Rock on the 16th day of June 1847. in pursuance of the annexed notice for taking Depositions between the hours of 2 o'clock P. M. and 4 o'clock P. M. of said day, and that the same was sworn to and signed by said Henry Knapp.

Given under my hand & Seal this 16th day of June 1847. James H. Trader J.P.

I do not.

Henry Knapp

being by me duly sworn according to law to testify in the above entitled cause made answer to the interrogatories propounded as follows to wit:

Charles A. Bartlett, the Defendant & Cross Complt.

Question. What is your age and place of residence? Answer. I am 42. and I reside in Lake County. Question. Were you in the year 1841. one of the Commissioners of Lake County? Answer. I was.

Question. Were you present at a sale of County Land of Lake County situate in Little Fork, which took place in the Spring of 1841.? Answer. I was there at the sale of the lots. but I should think it was in June. it was not May the Special Term before the June term.

Question. Who officiated as auctioneer on that occasion on behalf of the County? Answer. Sheriff Raleigh Vanson B. Nichols. Do you know

Question. Who were the bidders for, and to whom, lots 4 & 9. and the north half of Lots 8 & 5. in Block No 25. were struck off at said sale? Objto. Answer. Mr. Burleigh Hunt bidd them off. Question. Do you know how much was paid towards the said Lots, & by whom the same was paid? Answer. I do not

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know how much was paid the terms of sale was a quarter down and he must have paid that or he could not have got his Bond

Question. do you know whether any amount was paid to the Commissioner or to any one acting for the County, for said Lots, and in what said payment was made, if any was made,? Objt. Ans.

I do not know, Hunt had Land orders that would buy land. They was Lake County land orders.

E. Bartlett.

Cross Ex. by ~~Deft Counsel~~.

Question. do you know who was the Purchaser at the said Auction Sale, alluded to by you in your direct Examination, or what Lots, was sold or upon what terms, by information Except from the Books which you held during your direct Examination

Answer. I know of some but not of all.

Question. Do you know of your own knowledge that Rutledge Hunt became the Purchaser at said Sale, of Lot 4 & 9. and the North ½ of Lots 8 & 5. in Block 25. Answer. I cannot tell the particular Lots unless I have something to refer to. I know where the Lots lay. they lay north

of Gordon's.

C. H. Bartlett.

Direct Ex. Resumed.

Question. Do you know whether the Lots purchased by Hunt adjoined those purchased by James P. Gordon at the Land sale in May 1841. If yea. State on which side of those Lots purchased by Hunt Gordon. Gordon lay?

Answer. They join Gordon's; they lay directly north of his. Question. Did Hunt at the time he bidd off said Lots, Give the name of any other person, than himself as being the person for whom he was purchasing said Lots.? Answer. I do not recollect that he did.

C. H. Bartlett

Cross Ex. Resumed.

Question. State fully and particularly, all the fact in relation to the sale of said Lots by the Commissioners, & whom they were finally sold and and for what sums.? Obj: to. Answer. As nia as I can recollect they were put up at public sale, more than one Lot at a time, in that Block; they were bid off by Hunt or Gordon, they Cant say which, they bid against each other, the Bid some $600 Dollars. but did not take them at their bids, they forfeited them; At the next June term, 1841. Hunt came forward and made a compromise,

[1382-55]

and
~~the north~~ half of the Lot, that were in dispute, Hunt took 4 & q. and half of 5 2 8 in Block No 25. I suppose for the sum of $45. Question. Did Burley Hunt or Henry B. Hunt, purchase from the County Commissioners, the above described Lots? Answer. Yes Burleigh done all the business, he bought them and took the Bond for a Deed in the name of Henry B. Hunt

H. Bartlett

James McKay, being by me duly sworn according to Law to testify in the Salvage entitled cause made answer to the interrogatories ~~Called for, Sworn & Examined~~ propounded & sworn as follows,

The Deposition of James McKay,

Question, What is your age and place of residence? answer, My age is 34. ~~years~~ upward, and I reside in Little Fork. Question. Do you know Burleigh Hunt and William Bisette two of the defendants in this cause? Answer. I do.

Question. Did said William Bisette at any time previous to the year 1844, and if so when, convey to you the north half of the North East quarter of fractional section 28, in Township No 45. North of Range 12. East of the third principal meridian in the County of Lake & State of Illinois? Objd. answer. He did

State of Illinois
Lake County } I James H. Trader a justice of the peace and for said County, do hereby certify the foregoing deposition of Charles H. Bartlett, was taken before me at my office in Little Fort, on the 16th day of June 1847. in pursuance of the annexed notice, for taking deposition, between the hours of 4 o clock P M. and 6 o clock P.M. of said day, and the same was sworn to and signed by the said Charles H. Bartlett. Given under my hand and seal this 16th day of June (1847). James H. Trader J. P.

By consent of Counsel for complainants as well as deft it is ordered by the justice that this examination be continued till the 17th inst, at 8 o clock A.M. At the adjourned hour on the 17th inst at 8 o'clock A.M. the complainants present by their Counsel, and deft Bridge also present by himself and Counsel

deed to me previous to 1844. a Lot of land, and I think
land discribed as aforesaid is the same
the ~~above described~~ it was in Section No 8
I think the conveyance of said land was made in 1842. or
~~to Hunt to Foster~~ 1843. I was W. Wall The same land
~~to~~ afterwards surveyed and plated as Mc Kays
addition to Little Rock. Question? By whose
procurement or direction was the said land
do Conveyed to you by Bissell, and for what purpose
was the same do conveyed by you? Answer. I
became security for Hunt to Dr Bissell Jesse H.
Foster on a Bond to the amount of $800
for which Hunt promised to make Bissell
secure me, against the aforesaid Bond;
Bissell afterward for the purpose of securing
me, deeded to me the land above described.
Bissell came to me, with a deed of the
land executed, also a Bond for me to sign
to deed the land to whomever Hunt should
direct, which Bond, I suppose at the time
Bissell, I did not read it at the time.
It simply required me, on the cancelling of
Hunts Bond, to Foster, on which I was security
for Hunt to deed to whomever Hunt might direct
I had no interest in the land I only held
it as security. - above ans. Obj. to. by
Defts. Counsel. Question. Did you
afterwards discover, that the Bond required
you to deed, the land to whomever Hunt might direct
and that it was not running to Bissell
as you first supposed? Obj. to. Answer
I did. Question. At what time did

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you first make that discovery?. Answer. I do not Know- Question. In what manner did Hunt say he would make Bissett secure you for becoming security for Hunt as aforesaid?. Answer. I cant tell whether he mentioned any particular way, He did not mention the nature of the security.

Question. By whose procurement direction was the land or any portion thereof afterwards platted and surveyed as Mc Kays addition to Little Rock?. Answer. It was by my request, with their Consent, I had wished it done some time before it was done.

Question. Was the same land afterwards conveyed by you to Bissett, and if so by whose direction. Answer. It was deeded to Bissett, by Hunts direction, with some reservation mentioned in the deed. Question. Was Bissett absent any portion of the time intervening between the time of Hunts conveyance by you and the reconveyance to Bissett by you, when did he go away, and to what place, and when did he return, according to your best recollection? Answer. He was absent. I dont Know when he went away, I understood he went to Galena, I dont Know. He came back I think he returned in the Spring or Summer of 1844. to the best of my recollection About how long to your best recollection was he absent?. Answer I dont Know any thing about it. He was gone

for some months. ; he might be absent six or more.

Question. Was any portion of the land deeded by Bissett to you, sold by Hunt previous to the reconveyance to Bissett? obj to. Ans. I dont know.

Question. Was any portion of it deeded by you to any other person by Hunts request, while the title was in you? obj to. Answer. I signed a deed of a portion of that land to Coyne Roop and a portion to Bloom, when they brought the deeds to me I executed them, I Cant say whether Hunt brought both of them to me or only one, I Cant say, part of the time Hunt came to me and part of the time Bissett came. Hunt came to me to sign a deed, I signed it, and Bissett came to me to sign a deed, I signed it. I signed them when they requested me. Question. Do you recollect whether either of the above deeds was executed by you, whilst Bissett was absent to Galena? Answer. I do not know. Question When you deeded any portion of that land by the request of either Hunt or Bissett did you require Hunt to give you any written authority so to convey the same? obj to. Answer. Whenever I deeded the land, an authority was Endorsed on the Bond before I executed the Deed whether the Authority was signed by Hunt alone or by Bissett or by both of them I dont recollect it was signed by some of them. Question. When you say an Authority was endorsed on the Bond, what instrument do you refer.

Answer. I refer to the bond given by me to deed back the choice of the land to whomever Hunt might direct. Question. When is that Bond? Answer, it is in the possession

1/2382-57

of Horace Butler, Esqire, as my counsel in a certain suit pending, who is now in Springfield. I am not certain whether it is in his possession or on file in the office of the Clerk of the Circuit Court of Lake County.

Question. Is the Bond last referred to by you the same Bond referred to by you in a certain Bill of Complaint heretofore exhibited by you in the Circuit Court of Lake County, on the Chancery side thereof against Rufus Tiffany and others, and therein referred to as Exhibit "C." "C" and a Bond filed with the Clerk of the said Court?

Answer. I believe it is the same I have no doubt of it, not at all the least.

S. Jamm N. P. Reg.

Cross Q. by Defts Counsel.

Question. Has the Bond & obligation you refer as a Bond from York & Hunt, to convey the above discribed land & whereon Hunt might direct, ever been recorded or filed for record in the County of Lake?

Obj. to. Answer. it has not.

Question. Was the Bond from Hunt to Foster, signed by You as Security, taken up and paid, and if so when & by whom?

Answer. The bond was taken up, & marked cancelled, by Foster and delivered to me, I dont Know whether it was paid or not; I presume it to be paid. before I marked it cancelled

Question. Do you know of your own knowledge what the Bond from Hunt & Foster, was given for?

Obj. to. Answer. Hunt bargained for some Land in Michigan with Isaac N. Foster

for which Hunt turned out a certain Court house, then at Libertyville as part pay; that Court house was encumbered by judgment & previous to this bargain, had been sold under an Execution, this Bond was given to Foster that Hunt would clear this Court House, of ~~said~~ all Incumbrance, and give Foster a clear title - Question. Was this ~~last~~ last mentioned Bond, from yourself & Hunt to Foster, ever recorded or filed for record in the County of Lake, Answer it was not. Question. Was this Endorsement on the Bond from You & Hunt, to convey the said land to whomever Hunt might direct regarded by you as an authority to make the several conveyances to Wynkoop and Bloom, or simply an acknowledgment on the part of Hunt and Bissell or either of them, that no particular portion of said described lot of land had been conveyed by you with their Consent? Objected to Answer. There was something written on the Bond before I signed the Deeds, that satisfied me that they could not call on me again for the same land

Question. When did Mr Butler your Counsel, leave this place for Springfield? Answer. The 4th or 5th of the present month.

James McRae

Direct Exn as?

Question. Did Mr Butler leave this place for the East some weeks

[12382-58]

before he left for Springfield, & was he about up to the day and he started for Springfield Answer. He went east and was gone [illegible]

State of Illinois
Lake County } ss. I James N Braden a justice of the peace in and for said County, do hereby certify the foregoing deposition of James McKay, was taken before me at my office in Little Fort, on the 17th day of June 1847. in pursuance of the annexed notice for taking depositions, between the hours of 9 o'clock A.M. & 12 o'clock M. of said day, and that the same was sworn to and signed by the said James McKay. Given under my hand and seal this 17. day of June A.D. 1847. James N Braden J.P.

and Freeman Bridge, a of the defendants in this cause,? Answer. I do.

Question. State of your knowledge, in what legal subdivision of fractional Section No. 28, Town 45. North of Range 12 East of the 3d Principal meridian in the County of Lake, and State of Illinois, the land surveyed and platted, and known as McKays addition to the Town of Little Fort, is situated?-obj. by Counsel. Answer. It is situated, upon the north half of the North East quarter of said Section 28. Question. By whom was the said survey made,? Answer. It was made by me. Question. At whose instance and request did you survey and plat the same? Question. Answer. At whose instance and request did you survey and plat the same,? answer. At the instance and request of Burleigh Hurt, and no other person

Question. Who paid you for your services in the platting and survey said land? Answer. Mr Hunt paid me all I have ever received I have not yet got my pay in full. Question Who directed you as to the manner of platting and dividing and said land. Answer. Mr Hunt. Question. Did you receive from any other person than Hunt direction as to the manner of platting and dividing said land? Answer. Not at the time I first laid it out as to the original survey. I got my directions from Hunt.

Question. How long have you known Freeman Bridge and how far do you reside from him? Answer I live about miles from him and have known him 10 years. Question. What business has he followed for a livelihood during the period of your acquaintance with him? Answer. Farming I believe. Question. State what other occupation he has followed if any during that period to your knowledge. Answer. He has followed shoemaking a little, and sawyer work a little. Dead. all to my knowledge.

Question. State particularly and to the best of your knowledge what was the pecuniary condition, ability & circumstances of said Bridge, up to the month of September 1844. While you were acquainted with

him? Answer. I dont know any thing about it of my own knowledge. Question From what time and up to what time have you lived within 2 miles of the said Brigs? Answer. From 1838 up to this time. Question. Have you had as good an opportunity during that period of learning and forming an opinion of his pecuniary Condition and circumstances, as of the Condition and circumstances of your neighbors generally, - Answer. I have, all but the learning. Question. State your opinion as to his pecuniary circumstances up to September 1844. during your acquaintance with him. Answer My opinion is that he has not had an abundance of means, that his sons and Stock are the avails of his labor since he has been on his farm since the year 1838. Question. State whether you have heard the said Brigs say at any time, what was his Condition and circumstances when he came into this Country, and at what time he so came. Answer. I dont recollect distinctly that I ever have at that time. Question. Prior to Sept 1844. had the said Brigs any other property, than his farm and Stock to your knowledge and opinion - Answer. yes I should think

Objected to by Defts Counsel

he had. Question. to what Amount, and probably
of what nature? Answer. Some 3 or 4 hundred
Dollars in farming tools, & Mechanics tools, and household
furniture, no other property that I think
of. Question. Have you ever known
that prior to September 1844. the said
Bridge was in the habit of buying Bonds
and Mortgages or other securities of a like
nature, or that he had money or could
command money, for that purpose if he
desired to do so to any Considerable & Real?
Answer I have not known it. Question
Does he have the reputation of being a moneyed
man in the Community where he lives?
Answer. I have never known of his
having money to lend, or investing means
in other ways except in his farming operations.
Question. From what you have known
of said Bridge, and his circumstances for the
last 10 years, do you think he has been able
during that period, and up to September
1844. to buy Bonds & Mortgages to the
amount of 2 or 3 thousand Dollars
and pay for the same if he desired
so to do? Answer. I should think
not. Question Does he live on
the same farm, on which he lived
6 years ago? Answer. he does.
Question. What relation is the
said Bridge by marriage, or of Kin

[13382-60]

to the said Burleigh Hunt?. answer.
Yes
~~Bridges~~ I am a Sonine Land Surveyor of Lake County. Question
Are you the County Surveyor of Lake County? Ans. I am,
George Gage.

Cross Exd. ~~by Defts Counsel~~.

Question. Was this plat of McKays addition to Little Fort, the one referred to as being made by yourself recorded in the office of the Recorder of Lake County, pursuant to Statute
Answer. I think it has but I am not confident. Question.
Have you ever laid out and platted any other addition to Little Fort, and if so has it not been customary to record such plats or additions as surveyed by you? obj. to by Compts. Counsel. answer. I have laid other additions to Little=Fort, I always have certified on the plat that it was intended for record. that it was surveyed by me. Question. Did you so certify on the plat of McKays addition to Little Fort? obj. to. Answer. I think I did. Question. What has been Mr Bridges character and industry reputation, for industry sobriety, and attention to business during the whole period of your acquaintance with him? obj. to answer
It has been good. Question.

How far and in what direction from Little Fort does the said Bridge reside? Answer. About 12 miles west. Question. How large a farm does he now occupy? answer. I think 160. acres I should think. I dont know that he owns the whole of it. Question. Do you now know, or have you ever known how much real Estate the said Bridge owns in this County? Answer. I do not and have never known. Question. Do you know that for the last Four years the said E. Bridge has raised a large quantity of Grains of different kinds, and if so state the amount as near as you can from your own knowledge or from information? Answer. I dont know any thing about it. Question. Do you know how many acres of Wheat Bridge had in the Spring of 1843? ~~how many~~ How many acres of Corn oats or other grain? Ans I do not. Ques. State as to the best of your opinion and belief on that subject? answer. I cant say any thing about it. Question. State if you know how much money the said Bridge had in the year 1843 Answer. I dont know much about it; he was pretty hard up as well as myself. Question. Might not the said Bridge in the year 1843, have had and owned property or money about which you knew nothing? Answer. He might. Question. Might he not have had money or other property sufficient to purchase Bonds & Mortgages, or any other thing, be

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saw fit to purchase to the amount of 2 or 3000 dollars, without your having any knowledge of it. Answer. He might but I dont know how he come by it. Question Do you know how he came by any thing he has? answer. I do. Question. State what you refer in your last answer, and the particulars of your knowledge? Answer.

Answer. He got his wife from Burleigh Hunt, and he got his land at Lucas Office in Chicago of Uncle Sam; ~~He Uncle refused to in the United State~~.

Question. Were you absent from this County some considerable portion of the year 1843 or 1844.? Answer I was about the whole of the winter of 1842. & 1843.

When were you away and did you not return just before the August Election? Answer. I was in Ohio, and I returned the last of June 1843. Question. Have you any further or other knowledge of the pecuniary circumstances & condition of the said Freeman Bird, than what you have already stated? and if so state it. Answer. I think not. Question. Have you any other or further knowledge of the manner in which he acquired any portion of his property real or personal than what you have already stated? and if so state fully & particularly. answer. I should think not. Question Are you, or have you been in the habit of borrowing money? Ob. to

State of Illinois
Lake County } ss: I James H. Bradley a justice of the peace in and for said County, do hereby certify the foregoing depositions of George Gage was taken before me at my office in Little Fort, on the 17th day of June 1847, pursuant to the annexed notice for taking depositions, between the hours of 2 o clock P.M. and 4. o clock P. M. of said day, and that the same was sworn to and signed by the said Geo. Gage. Given under my hand and seal. this 17th day of June A.D. 1847. James H. Bradley. J. P.

Answer I have not. Signed Geo. S. Gage.

bringing his duly sworn to testify in the above entitled cause, made answer to the interrogatories propounded, as follows;

Geo. Thompson

Question. What is your age & place of residence? answer. I reside in Lake County and am 40 yrs. of age.

Question. Are you the Clerk of the Circuit Court of Lake County? Ans. I am.

Question. Have you examined in said office for a certain Bond or instrument in writing offered & as Exhibit C. to a certain Bill of Complaint Exhibited by James McKay in the Circuit Court of said County against Rufus Tiffany and others, on the Chancery side thereof and in said Bill offered & as being on file in said office? Obj. to Answer. I have examined the papers and find no Bond there. Question. Do you find the Bill of Complaint and answers on file in said office in said cause? Obj. to Answer I do. Question. Do you find any Bond or agreement of any kind or nature on file in said cause. Signed by James McKay? Obj. to. Answer I do not. Question Has the subpoena, now shown to you and marked Exhibit P." been served upon you? Obj. to answer it has. Question. Was the said examination for said Bond made before or after the service of said subpoena ~~was served~~? Answer. I believe that I examined before it was served and certain afterwards. Question Have you ever seen the Exhibits offered & in said Bill or any of them on file in said office? Obj. to Answer. I have not seen them. Question. How long have you been Clerk of said Circuit Court. Answer Since the first of June inst? Question. Do you know

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where the said Bond mentioned Exhibit "C." is? Answer I do not.

Geo. Thompson

Cross Examined.

Have you ever read the Bill of Complaint filed in the Clerks office of the County of Cooke, against Rufus Ffoy, William Bissett and others? Ans. I have not. Question. Have you been informed that a certain Bond is referred to in said Bill as Exhibit "C" Answer. I see a reference made to a Bond in an instrument filed in the Clerks office, the 18th of April 1846. Question. Have your reference to that instrument mentioned in your last answer, since the commencement of this Cross Examination for the purpose of ascertaining whether a Bond is therein referred to as Exhibit "C"? Ans. I have. Question. At whose request did You make the Examination among the papers in Your office for a certain Bond, prior to the Service of this Subpoena marked Exhibit "B." in this Cause, upon You? Answer. I made no Examination before the Service of the Subpoena. Question. When was the subpoena served upon You. State the day and hour as near as You can recollect. Answer. the 17th day of June last past 3 or 4 o'clock in the afternoon. Question. How long before your appearance upon this Examination Answer. about 20 minutes. Question. Have you ever been requested by any person to make an Examination in the Clerks Office

in this County, for a Bond from James McKay & Burdett Hart, and if so state who and by whom? answers I have not.

Direct Exn resumed.

Question. Since you were appointed Clerk of said Cir. Court, have you arranged and assorted the papers on file in said office relating to business now pending ~~and undisposed~~ and undisposed of in said Circuit Court. Answer. I have. Question - did you place the papers relating to unfinished business together by themselves, and those in each cause in a bundle together? Obj. to. Ans. I did. Question. Have you examined any other papers for the Exhibits in relation to which you were interrogated in your direct examination? Ans. I have. Ques. Have you examined the proper places in said office or the places where they would be properly placed if on file for the same. Obj to answer. Ans I have examined all the places where I think they should have been placed. Question. From the examination which you have made, and the condition & arrangement of the papers on file in said office, do you believe you would have discovered ~~said Exhibits~~ if they had been on file in said office? Ans. I believe that I would.

Geo. Monkson

Cross Q. Qs. Question. Would you have known that said papers were made Exhibits in James McKays Chancery suit against Tiffany and others, if you had discovered them in the course of your examination & arrangement of the papers in said office? answer. I think I would. Question. How would you have known

$1.23.63

that fact? Ans. From the title of the papers.

Question. Is there a large number of papers in said office which have not been examined by you, and arranged as you answer you arranged the papers relating to unfinished business? Answer. Not many.

Question. When there at that time in the office any papers relating to unfinished business, which were not examined and arranged by you. Answer. I arranged the whole papers. Question. State what arrangement you made of the papers in the Clerk's office? Answer. By placing all the papers belonging in each suit by themselves that constitutes the complete record. Question. What has been your occupation and business for a number of years last past, and before your appointment to the office of Clerk of the Court of this County? Ans. I have been a farmer for the last 12 years.

Geo. Thompson.

to testify in the above entitled Cause being by me duly sworn made answer to the interrogatories propounded to him as follows,

Rufus Tiffany. Sworn on his voir dire

Question by Defts Counsel. Are you interested in the event of this suit? ans. I am not aware of any interest that I have in the event of this suit. Question. Are you one of the Defendants in this suit? ans. I am one of the parties named in the injunction that was served on me.

Question. Are you one of the defendants named in the Complainants Bill of Complt

State of Illinois
Lake County } ss. I James N. Trader a Justice of the peace in and for said County, do hereby certify that the foregoing deposition of George Thompson, was taken before me, at my office in Little Fort on the 17th day of June A.D. 1847, pursuant to the annexed notice for taking depositions, between the hours of 4 o'clock P.M. & 6. o'clock P.M. of said day, and that the same was sworn to and signed by said Geo. Thompson. Given under my hand and seal, this 17th day of June, A.D. (1847). James N. Trader J.P.

The Examination of Geo. Thompson being closed, it is stipulated by counsel on both sides, that this Examination stand continued till the 18th inst. at 8. o'clock A.M. whereupon it is determined that the Examination stand Continued till the 18th inst at 8 o'clock A.M. At the adjourned hour, complainant present by their counsel, and deft Bridges by himself and counsel.

filed in this Cause? Answer. I was served with a Summons in this suit. at the same time that I was served with the Injunction. Question did You purchase from William Bissett, and are you now in the possession of as owner, the North (North half) East East fractional quarter of fractional section number 28. township 45. North of Range 12 East of the third principal meridian? Answer. I purchased that property of William Bissett and am in possession Immediately after the Injunction. Question. Have You made any arrangement or agreement with the President and Directors of the State Bank of Illinois or either of them to pay any portion of the Cost which has accrued or may accrue in the prosecution of this suit? Answer I have not.

(The Counsel for the defts Brigs objected to the admission of Rufus Tiffany as a witness in this suit.

Rufus Tiffany was here sworn in Chief.

Question What is your age and place of residence? Answer. I am nearly 44. and reside at Dilly Fort. (the dependancy)

Question. Are You acquainted with Burleigh Hunt, Herman Briggs. and William Bissett? Answer I am. Question. Did You on the 4th day 1844. purchase the North (half of the North) East fractional quarter of (fractional) Section No 28 Township 45. North of Range 12 East of the 3d principal meridian. and if so. State at what time? Answer I did on the 26th of June 1844. to the best of my recollection. Question Did You execute to any one, and if so to whom a mortgage upon said land. and also 3 or more promissory Notes as security for the purchase money, agreed (to be) paid for said land, or for any portion thereof? (duly) Answer. I executed to William Bissett

[1208a-64]

a mortgage and three notes, for the balance of the purchase money. Question. What was the amount secured to be paid by said Note & Mortgage? by D. Answer. Twenty two hundred Dollars, according to my recollection. Question. By whom was the said land conveyed to you at the time of making said purchase? Answer. It was conveyed to me, with the exception of about an acre, by William Bissett. Question. Did you negotiate for the purchase of said land personally. Answer. Capt Augustin came to me at Chicago and showed me a paper, authorizing him to sell that property at a certain price, within a given time. I came up with Capt. Augustin & my recollection is that he introduced me to Bissett, and perhaps to Hunt too who was present. He introduced me as the person who had come up to purchase that land, on the terms upon which Augustin was authorized to sell it. After looking about a little I concluded to purchase upon the terms proposed, and paid Mr Bissett $500. The purchase was concluded the same day I was introduced to him, the same interview. Question. Were you acquainted with either the said Hunt or the said Bissett prior to the time when you were introduced to them as aforesaid. Answer I was not. Question, was the said Hunt present during the interview aforesaid and up to the conclusion of the trade? Ans He was. Question. Was the said Mortgage and Note executed by you as above stated to said Bissett, & by assigns by him to any other person? Answer. The mortgage was assigned and the notes too, by Bissett to Wm Bridge.

Question. Look at the instrument now produced by Freeman Bishop, and now shown to you & marked Ex. C. & state whether it is the Mortgage referred to by you as having been executed by you & William Bissett as security for a portion of the purchase money of said land. Ans. Ans. It is. The same Mortgage.

Question Look above the back of said Mortgage, and state whether there is an assignment on the back thereof. Obj. to Ans. There is.

Question. Look at the instrument on the back of said Exhibit C. marked Exhibit D. and state whether it is the assignment of said Mortgage executed by said William Bissett to said Freeman Bishop as above stated by you. Ans. Ans. I should think it was.

Question. are you acquainted with the hand writing of William Bissett? Answer. According to my best recollection I saw him write the I saw him sign his name to the instrument now shown to me marked Exhibit D.

Question. State if you know at whose instance the said instrument paper was executed by said Bissett? State particularly all you know, in relation to the circumstances attending the execution by said Bissett of the said instrument, and the purpose for which the same was made? Answer. Understanding from Mr. Bissett that he was about leaving, I think for Canada, I requested him to assign the Mortgage and note executed by me to him, to some person residing near, to whom we could pay the money as it became due, without much trouble, and have a release of the same executed when the money was paid according to the stipulation in the Mortgage. He agreed to do so before he left several times. He came in about the time he was about to leave and said he should make the assignment, and asked me should he should learn the residence of said

[12382-65]

to draw out one; I did so: that is a copy of it; I thought I drew the assignment on the back of the Mortgage, but on looking at it, I find it to be in the hand writing of William C. Tiffany. I think this a copy of the one which I drew. I asked him to whom the assignment should be made to, He said to Freeman Bisset, who was a Stranger to me, and he told when he came and said he was a son in law to W. Hunt. I told him, if he was a man he could confide in, it was all well; He said that he was and then mentioned that he was a Son in law of W. Hunt.

Counsel for Def't Bisset Obj. to the above ans. as irresponsive to the Question.

Question. What sum was stated in the assignment drawn by you as aforesaid, as the Consideration Obj. to. Answer. the original balance of the purchase money twenty two hundred Dollars. Question. Why was that sum stated as Consideration in said assignment. At whose instance was the Consideration stated at 2200 Dollars. Obj. to Answer: I dont recollect that there was any conversation about that. I think the reason why the 2200 Dollars was inserted was that that was the amount of the Mortgage. due on the Mortgage independent of Interest; that was the reason that influenced me. Question was there any sum suggested to you by said Bisset as the sum which you were to insert in said assignment as Consideration? Obj. to Answer I think there was not. Question. Did you know or understand from said Bisset at that time or before that the said Mortgage had been sold, or were to be sold for that sum to said Freeman Bisset? Answer. I did not.

Question. Had you learned or understood from any source, that the said Mortgage

Exhibit 6.

"This Indenture made this twenty sixth day of June in
"the year of our Lord one thousand Eight hundred
"and forty four between Rufus Tiffany of Chicago in the
"State of Illinois of the first part, and William
"Bissitt of Little Fort and State aforesaid, part
"of the second part, Witnesseth that the said
"party of the first part, for and in consideration
"of the sum of Two Thousand Two hundred
"Dollars, Lawful money of the United States, to
"him in hand paid, the receipt whereof is hereby
"confessed and acknowledged, has granted, bargained,
"sold released, enfeoffed and confirmed, and by these
"presents, doth grant bargain sell, release, enfeoff &
"confirm, unto the said party of the second part
"in actual possession now being, and to his heirs and
"assigns; all the following described piece or
"parcels of land, situated in ~~the~~ Lake County,
"in the State of Illinois, known and described
"as the North East quarter, and the North West
"quarter of ~~Fractional Section~~ the north east
"fractional quarter of Section numbered twenty
"Eight (28) in fractional Township numbered forty
"five, north of range numbered twelve (12) East of
"the third principal meridian, Being the same
"parcel of land known as McKays addition, to the
"town of Little Fort as the same is platted and filed
"with the Recorder of Lake County, Excepting however
"and reserving the following described part & parcels
"of the above described land, to wit, lots numbered
"two and twelve in Block numbered seven, (7) lot
"numbered three in Block numbered one (1) and one
"square acre of land lying in the North East Corner
"of the said north east quarter of said Section num-
"bered twenty eight, reserving and excepting however

"from the operation of this Instrument, twenty Eight
"lots of said Land, such as shall be first sold by
"the part of the first part, as shall appear by
"Deeds of conveyances of Record, and after additional
"payments in pursuance of lots herewith given
"then the part of the second part, his heirs and assigns
"shall release of the lots platted in the proportion
"of the whole amount paid and secured, to the whole
"number of the lots so platted; To Have & To Hold
"the above bargained premises to the said part of the
"second part, his heirs and assigns, to the sole & only
"proper use, benefit and behoof of the said part of the second
"part, his heirs and assigns forever. Provided always,
"these presents are upon this Express Condition, that if the said
"part of the first part, his heirs Executors, Administrators or
"assigns, well and truly pay or cause to be paid, to the said
"part of the second part, his heirs, Executors, Administrators
"or assigns, the full sum of Twenty two hundred Dollars
"according to the Condition of certain promissory note,
"bearing even date herewith, Executed by Rufus Tiffany
"to the said part of the second part, as a Collateral
"Security, then these presents, and the said promissory
"notes, shall cease, and be null and void; But in case
"of the nonpayment of the said Sums of Twenty two hundred
"Dollars, or any part thereof, at the time or times above
"limited for the payment thereof, then and in such
"case it shall may be lawful for the said part of the second
"part, his heirs, Executors, administrators or assigns, and the
"said part of the first part does hereby Empower, and
"authorize the said part of the second part, his heirs
"Executors, Administrators or assigns, to grant bargain, sell,
"release & convey the said premises, with the appurtenances
"thereunto belonging, at public auction or vendue, and
"on such sale, to make and execute to the purchaser or
"purchasers, his, heir, or their heirs & assigns, for ever, good

"State of Illinois }
"Lake County } ss. I Samuel M. Dorset, Recorder of said
"County, do hereby certify that the within
"Mortgage was entered for record at the Recorder's office
"in and for said County this 27th day of June 10 o'clock
"A.M. 1844. and duly recorded the same day in book B
"Page 539. & 540. In witness whereof I have hereunto
"set my hand this 27th day of June A.D. 1844.
"(Signed) Samuel M. Dorset.
Recorder.

"Exhibit D"

"For & in Consideration of Twenty two hundred Dollars
"to me in hand paid by Freeman Bridge of Lake
"County in the state of Illinois, & the receipt whereof
"is hereby acknowledged, I hereby assign to Freeman
"Bridge all my right title and interest, in & to the within
"Mortgage & the Notes therein referred to, against Rufus
"Tiffany. Done at Little Fort Lake County Illinois
"Sept. 6th. 1844. (Signed) William Bissett (Seal)

"Exhibit E"

"State of Illinois }
"Lake County } I Moses P. Hoyt, acting Justice of the Peace in &
"for said County, do hereby Certify, that William Bissett
"whose name is subscribed to the above Conveyance, is
"personally known to me, to be the real person who subscribed
"the same and that he appeared before me this day in person
"and acknowledged that he executed the above Conveyance, freely
"and voluntarily, and for the use and purposes therein above
"mentioned. Given under my hand and seal this 6th day
"of Sept. A.D. 1844. (Signed) Mo. P. Hoyt J.P. (L.S.)

"The above Exhibit marked "E"
"is the Exhibit E. referred to in the
"Deposition of Mo. P. Hoyt. J. A. Fraser J.P.

"State of Illinois } ss. I Samuel M. Dorset. Recorder of said County do hereby certify
"Lake County } that the written assignment was entered for record at the
Recorder's office in & for said County this 30th day of December
"3 o'clock P.M. 1844. and duly recorded January 4th 1844. in Book R. Page 359
"In witness whereof I have hereunto set my hand this 4th day of January A.D. 1845
"(Signed) Samuel M. Dorset Recorder

"ample and sufficient deeds of Conveyance, in the Law
"pursuant to the Statute in that case made and
"provided, rendering the surplus monies if any there
"be to the said party of the first part, his heirs Ex=
"ecutors, administrators or assigns, after deducting
"the Costs and Charges of such Sendure, and Sale and
"as aforesaid — In witness whereof the said party
"of the first part has hereunto set his hand and
"Seal, the day & year first above written.
Sealed and delivered
"In the Presence of Signed Rufus Tiffany (Seal)
"Burleigh Hunt J.

On the Back of said mortgage appear the following Indorsements.

"Rufus Tiffany
to
"William Bissell

"Copy Mortgage.
"Entered for record June 27th.
"10½ o clock A.M. 1844. recorded
"book B. page 539. & 40.

"Assignment
"on the within Entered for record. Dec.
"30. A.D. 1844. 3½ o clock P.M. recorded
"Book C. page 359.

"State of Illinois
"Lake County } I James H. Trader a Justice of the peace
"in and for said County, do hereby Certify
"that Rufus Tiffany, whose name is subscribed to the
"within deed is personally known to me to be the
"person, who subscribed the same, and that he
"appeared before me this day in person, and acknowl=
=edged that he executed the within deed of Mortgage
"freely & voluntarily, for the uses & purposes therein
"set forth. Given under my hand and seal
"this 26th day of June A.D. 1844.
"Signed James Trader J.P. (Seal)

and note had been sold by said Bissitt to Bridg for the said sum of 2300 dollars. or any other sum.? Ans to. Answer. I always considered that the Assignment was made for our benefit, & Convenience so that the money could be paid over to Bridg for Bissitts benefit. Question. Did you after the assignment of said Mortgage to Bridg make any payment thereon to him, and how much & any? Ans to. Answer. There was a 500 dollar payment and interest made Bridg after the assignment was made on said Mortgage, and one Note taken up at that time. Question. Where was that money paid to Bridg, and who was present & where was it paid? answer. It was paid in the sitting room, over McKays. Store when I resided in Little-Hort. Mr Bridg. Mr. Hunt & myself & my son were present. My son made the payment — There was a certain amount deducted from the amount to be paid, which Mr Hunt owed for rent, and the balance was paid in Cash, according to my recollection - I dont recollect that any thing else was applied. Question. Who figured up the amount due? answer. I dont know as I can tell who figured it, William & myself figured it. ~~who else or both figured or only one,~~ it is my impression that my son William figured it; Mr Hunt was present. Question At whose instance was the rent due from Burleigh Hunt, deducted from the amount found to be due, upon the note & Mortgage? Ans. I think that was deducted by agreement between Mr Hunt & ourselves. Question. Did Mr Bridg consent that the same should be deducted from the amount found to be due on said Mortgage? Ans I think he did. Question. Did you ever have a Conversation with Bridg, after the payment on said Mortgage made as aforesaid in relation to the disposition made by him of the money so paid to him? Ans. I asked him a question

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once of the that whether he held the Mortgage, ~~the same~~ as when it was assigned ^ Answer him, he said he did and that he had sent the $ 800 which had been paid on the Mortgage to Bissett, I am not certain whether he said he ~~had~~ sent the $ 500 or the amount paid on the Mortgage.

Question. When did this Conversation occur? Answer. It was about the time of the service of the first Injunction ~~in~~ this Cause on me, I think ~~It was~~ this Conversation was about the Middle of October 1865.

It ~~is~~ was by ^ a agreed by & between the Solicitors for the Compl'ainant & defendant ~~Bills~~ that the ~~following~~ annexed ^ Copy of the Mortgage and of the assignment, and other writing on the back thereof (which Mortgage & Assignment are referred to in the preceding ~~deposition~~ ~~& Exhibited~~ may be read and taken as testimony in this Cause, with the same effect as the original would have if pro=duced (~~upon the hearing by Consent.~~)

~~Cross Examination by Counsel for Defts. Bills~~

Question. What length of time were you in possession of ~~the~~ said described Lot of land as owner, previous to your sale thereof to your Son. William C. Tiffany

Ans. Only a very few days when I purchased he was not in the County. He came on and bought it. He resided ~~in~~ at Chicago at the time of the purchase from me: He came up here and examined the property and bought it. Question. Did you purchase the said Lot of land for your said Son? Answer. I purchased it for myself. I had no authority from him to make any purchases. Question. What was the consideration of your sale to your son, what was the amt? Answer. He paid me precisely the same ~~I~~ he ~~paid~~ paid

and all the Expenses attending the purchase. He gave me his Bond to pay the Note and mortgage which I gave Bissett Question. When is said Bond? answer I have the bond in my possession. Question. Was this bond all the security you took from your Son, for the payment of the balance of the purchase Money for said Lot of Land? Answer. It was.

Question. Will You answer Yes or No. whether you consider yourself a defendant in this Suit (Objected to) Ans. All I Know about it is, what I have (before) told You, I have given myself no trouble about it. Then might be some charges in it that I may have to answer, I dont know whether there is or not. Question. Have you ever entered your appearance in this Suit or requested a Solicitor to do so for You? Answer I told Mr Hoyt a day or two ago, if there was any thing in the Bill that required an answer to make out one. Question. When was the first Summons and Injunction which you have refered served on you in what month and at what place? Answer. I presume it was Some time about June 1845 at Chicago, according to my recollection, that was about the time. Question. Have you since that, been served with a copy of injunction and Summons in this Suit, and if so state when and where as near as you can recollect. Ans. I think I was served again in Oct following. Question. Did You Know at the time You made the purchase of the said Lot of Land of William Bissett that the State Bank of Illinois had then a Levy upon said Land? Answer. I did not. Question. Did You so learn previous to your transfer of said Land to your Son? Answer. I cannot tell now. I dont recollect when I first came to the Knowledge of it. My impression is that it was some time after that.

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Question. How did you learn that the Bank had such levy! ans. ~~I do not recollect how I first came to the knowledge~~ a while after that it was advertised ~~for~~ to be sold; I dont know how it came to my knowledge there was considerable talk about it; it is rather my impression that I first heard it through Capt. Hiram Huguninn Question How much money did you pay William Bissett at the time you purchased said described lot of land? Answer. Five hundred Dollars.- Question. Did you make an arangement with the President & Directors of the State Bank of Illinois complainants in this suit, or with either of them or with any of their attorneys or agents to get them to withdraw their said levy upon the said described lot of land?; and if so, state with whom? when, and at what time? obj. to. Answer. I urged them to withdraw the levy stating to them that it was making me unnecessary trouble, and expense, I was advised by Counsel, that I was sure of defeating them in the end; I was attending Court for the purpose of getting the levy released on account of Mr Hunt, & Mr Bridge; and I suppose that the suit was in Mr Hunts name. I think there were some other parties but I do not recollect who they were now. Mr Bridge was to apply on the Mortgage $25.00 of the expense or costs that we were at, and the rest we were to pay. Question Did you succeed in getting the Bank to remove the levy, and if so, when? what amount of expenses & costs were you at, and to what purpose were such expenses and cost applied? ans. I did succeed in getting the Bank to remove the levy, who estimated the expenses at about $100. It was for Attys fees and my expenses in travelling back and forth and attending Court, ~~and my time~~ while there

Question. How did you finally induce the said

Bank R, or their attorney, to remove said Serg. Obj to Answer.
& urged them to do it from the fact, that it was
making us unnecessary Expense, and them too, was
the leading argument; I said to them from the commencement
that the proper Course for them to pursue was to gar=
nishee ~~me~~ if they could make out an interest in Hunt
that would be ~~their~~ proper remedy, that was as I
suppose, Garnisheed me. Question. At what
time was the levy finally removed and withdrawn
and with whom did you principally Confer Cant.
in relation to that subject? Obj to Answer. I ~~can~~
not give the time without referring to the release, the
release says the 5th day of June 1854. a I Conferred with
~~Conversation with~~ Mr Skinner & W. H. Brown
in relation to it.
these are the only persons I believe. Question
did you get the release, referred to in your last answer
before or after you were first served with a copy
of Injunction and Summons, in a suit in which
the President Director & Co. of the State Bank of
Illinois were Complainants & yourself & others were
defendants? Obj to Answer. I ~~don't~~ recollect whether it was
before or after the service of the summons & Injunction.
Question. Have you since the service of the Summons & Inj.
referred to in the last question and answer, had any
Conversation with the President & Directors of said Bank
or either of them, in relation to said Note & Mortgage
referred to in your Examination in chief, and if so, state
what such Conversation was. State fully & particularly. Answer.
I do not recollect any conversation upon that subject.
Question. Have you since that time told a Freeman Bridge
that ~~that~~ the bank would allow you to go on and sell
lots on the said disputed 200 of land, and that you would
turn out to said Bridge the Mortgage or other securities
which you might get from purchasers, as payment of the
Money due from you on your Note and Mortgage to Bissell
and then in the possession of said Bridge?

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Answer. I think not. ~~I think~~ There was a conversation with them - I think I asked Mr Bridge whether he would go into a certain arrangement if we should want to sell. I never had an arrangement with this Bank or ~~the Bank~~ China either or in fact any body. I cannot recollect the particular conversation. Question. Has there been to your knowledge, an arrangement by & between the said Bank & Directors and any of the defendants in this suit or any other person, to the purport and effect, that the money due on the notes & Mortgages & Bills assigned to Bridge should be paid & the said Bank? Answer. There was no arrangement of this kind ~~that kind~~ between me and the bank nor ~~the~~ bank and any other persons to my knowledge: not any ever had or desired: We having been passing them since this suit was commenced, to bring it to a close. Question Did you advertise for sale any of the Lots & the said described Lot of land, for public sale? Answer. I did not. Question. Have you agreed with any person and if so with whom, that he would furnish the whole or some portion of the money due and to become due on your said Mortgage and Notes, & Bills, that such person should have an interest in said described Lot of land, purchased by you from Bissett, and if so when did you make such an arrangement? Answer. I am not the owner of that property, and have never been since the sale to my son, and never made any proposition for the sale of that property on my own account. Question. When were you at the time of the service of the last Summons and Injunctions upon you in this suit. Answer. Some where in town I think. Question. Did you about the time of the service of the last Summons & Injunction upon you, receive a letter Enclosing a Subpoena and Injunction in this suit, directed to be served.

upon Freeman Bridge? Ans. I recollect that some one came to me with a letter from Chicago with something in it, and it is my impression that I handed it back to him; my recollection about it is not particular, any way, I think the man was a stranger to me.

Question. Was such letter directed to you as the superscription? Answer. It is probably it was, though I cannot recollect distinctly about it. Question. Did you receive such letter, about or at the time when one of your notes to Pratt became due? Answer. I cant tell any thing about it without seeing the papers. Question. Had you not agreed with Mr Bridge that he would come to Lillie-Fort about that time, he should have the money due on the first 850 dollar note? Answer. I have not I have no Knowledge of any such agreement. Question. did you hand copies of the 1st Summons and Injunction to the Depty. Sheriff in this County, for service on Freeman Bridge? Answer. I do not recollect whether I handed them to him or not, My impression is that I did not; I brought them up here. Question did you pay the fees for the service of the said first Summons & Injunction upon Bridge, and request the Depty. Sheriff to return the same to you after service upon Bridge? Answer. The fees were paid by my son & Charged over to Mr Skinner, whether they were paid by my hands or not I do cannot recollect. I was in the store as clerk doing business and I may have paid it and may have not, I do not recollect. I do not recollect whether I made such a request or not. The papers were sent up by me and I followed the direction I suppose.

Question. From whom did you receive

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directions in reference to such Summons & Injunction and who handed the same to you at Chicago? Ans. Eq. Skinner or some one of his Clerks I do not recollect. Question. Did you agree with Mr Bridge that if he would allow you to deduct $25.00 from the 1st payment to become due on your said Mortgage to Bissett, that you would take all the risk of the claim which the bank might be able to establish against the said described Lot of land, purchased by you from Bissett? Ans. I did not. nothing of the kind. Question. What was the amount of the rent due from Hunt and which amount you answer was deducted from the amount which you paid Bridge on the note which first became due? Answer. About six months rent. My impression is that we asked him a Dollar a week and that he allowed less. I acted as agent in all cases when I had any thing to do with it. Question. For the use and occupation of what property did Mr Hunt at that time owe you six months rent? Answer. I was not owing to me, but to my son. Question. For the use & occupation of what property belonging to you Son did Mr Hunt owe him six months rent. Ans. For the use of a house, a dog House, on the property bought of Bissell. Question. Do You Know of any business transaction or arrangement had between Mr Hunt and Mr. ~~Bridge~~ Bissett previous to the time when the first note was paid as aforesaid by which Bridge was to allow such rent to be deducted from that payment? Answer I dont recollect that I knew any thing about their arrangement. Question. Do You Know that Mr Hunt & Mr Bridge had

various dealing with each other. at & before that time?
Answer, I do not. I dont know anything about
their deal: Mr Bridge was a Stranger to me. I dont
recollect that I ever saw him, till about that
time. ~~The note was dated~~ I think about the 26th
of ~~June~~ December. the note was dated which is about the 26th of June 1844.
1844. ~~& was due~~ Question. Were the
said last mentioned note paid ~~when~~ when it became
due,? Answer. I think it was paid about the
time or a little after it became due. Question.
Up to that time, did you know any thing about
the business transactions or intercourse between
Mr Hunt & Mr Bridge? Ans. I think not.

Direct Exam. resumed:

Reuben Tiffany

Question. On your cross examination
you stated that you were attending court at Chicago
for the purpose of getting the bank levy released:
State the reason why you were acting in that matter
and for that purpose?. Answer. While there was
a levy upon the land it had an appearance of being
an incumbrance on it, and it embarassed us: &
we did not feel warranted in making payments
without having it removed: Mr Hunt had commenced
a motion as he said to have the levy released
a motion, & he
promised from time to time to attend to it, and have
it prosecuted, & had not done it, that is to effect:
We felt unwilling to make the payments, until
we had some assurance, that it would be pursued;
and on that account this arrangement was
made with Mr Bridge to allow so much for our
trouble & Expenses. Question. Was the agreement
to allow $25.00 for attending to the matter, made
for the purpose of procuring a discharge of the
Levy or the Bank judgment? &c. Answer.
It was for the purpose of procuring a discharge
of the Levy; They brought the amount of the

[12382-42]

costs would not be over that; and we thought it would
they were very tenacious to have a fixed amount that
they would allow us! This arrangement was only
in reference to the motion which Hunt has com-
menced, and I think we had power to commence
a new one: We were bound in no way to do only
more than to prosecute it; to trial we were not to become
responsible for results. Question. Were you for
the $35:00 to pay the costs of Court, and the charges
of the Attorney who had been Employed by Hunt?
Answer. No sir I did not understand that we were to pay
any Costs but what are made ourselves.
Question. Who do you refer to when you say "we"
who besides yourself do you refer to when you say
"we"? Answer. I refer to William C. Tiffany
my son, & myself acting as agent for him.
Question: Did the State Bank of Illinois, or any
of the directors or attorneys thereof, in any arrangement effected by you with them or either of them, discharge or agree to discharge the judgment upon which and to which had been recovered against Hunt & others, by virtue of which the said levy was made? Answer,
They did not. Question. Was the release spoken
of by you in your Cross Examination a
verbal or written release? Ans. written.
Question. Was there any thing said to you
by Skinner or any of his clerks at the time
the first Injunction and Summons was handed
you to take to Little Fort, about your paying
two per cents on the sum, to your knowledge
or recollection? (Obj to) Answer. I cant say cer-
tainly about that, it is rather my impression
that he told me, if it was necessary to pay any
of the Expenses to tell W.C. Tiffany to pay

them; William was suing him at that time.
Question. Had you any correspondence with Mr Skinner in relation to the issuing of the last Inj= =unction prior to the issuing of the same? (Ob. to) Answer. I think not. Question. Did you receive any letter from him, prior to the letter spoken of in your Cross Examination, in relation to such Injunction? (Ob. to) Answer. I do not recollect of any.

Rufus Tiffany

Cross Examination by Mr

Question. Have you ever had any authority verbal or written from Freeman Bridge, to act as his Agent, in procuring the release & discharge of the Bank Leg? Answer. I think I have had written authority from Freeman Bridge? Question. Can you be positive, in relation to the fact that you had such written authority? Ans. I think I had it. Question. What has become of the paper purporting to be such authority? Ans. The paper was put into Mr. Collins hands by me, I think it was; although I am not positive; I supposed it was returned back to my son Lorin for it & could not find it. I do not know where it is now. Question. When & where was this authority from Bridge given by you made? Answer. It was at the place and time of the $500 payment spoken of as nigh as I can recollect. Question. Was this paper which is above refered to by you as a written authority in truth & in fact an authority to yourself to act in the Bank matter, for F. Bridge, or was it simply an agreement, on the part of Bridge that you might deduct the said Sum of $25.00 from the amt of the next payment, thereafter to become due, on said Notes & Mortgages then in the possession of said Bridge? (Obj to) Answer. I think it was both. My impression is that power

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of Attorney run to me, although it might have run to my son. Question. Have you ever had from F. Freeman Ridge any other papers than the one ~~which~~ signed to by you as a power of attorney? Answer. I dont recollect any other.

X Question. Were you ~~ready to make the payment~~ at the time when the first Note of 650. Dollars payment ~~note~~ became due, and would ~~note~~ have been ~~paid~~ made by you had the Bank ~~by been~~ cleared? Answer. I always had the assurance that the money would be forthcoming, whenever it was due and could be paid. I had a Bond from my son to me to make the payment.

Question. Did you state to Freeman Ridge at the time when he requested payment of the first 650 Dollar Note, or at any other time, that the money to pay these notes & Mortgage was to come from ~~Exhibit~~ Mr. Hiram Ruquin? Answer. I may have said so to him; I think it very likely, as my son had an arrangement with Mr. Ruquin to that effect.

S. Rufus Tiffany.

Masco P. Hoyt. ~~Jr. Complt.~~

being by me duly sworn according to law to testify in the above entitled cause made answer to the interrogatories propounded to him as follows:

Masco P. Hoyt sworn.

Question. What is your age and place of residence? Ans. My age is 47. and I reside in Little Fort. Question. Were you during the year 1874. a Justice of the Peace for Lake County Illinois. Ans. I was. Question. Look at the certificate now shown to you and marked Exhibit E. State whether or not it is your signature at the bottom of said

State of Illinois
Lake County } ss.

I James H. Frazer, a Justice of the Peace in & for said County, do hereby Certify, that the foregoing Depositions of Rufus Tiffany was taken before me at my office in Little-Fort on the 18th day of June 1847. in pursuance of the annexed notice, for taking depositions, between the hours of 8. o clock A. M. and 6. o clock P. M. of said day; which deposition was sworn to, and signed by the said Rufus Tiffany Given under my hand & seal this 19th day of June 1847.

James H. Frazer J. P.

cultificate? Ans. It is. Question. State whether you were called upon by any person in September or at any other time, in the year 1844, to take the acknowledgement of William Bissett as to the execution of an instrument marked Exhibit D. & now shown to you? obj. to. ~~& withdrawn~~. Question ~~Look~~ at the paper now shown to you and marked Exhibit "R", which was referred to in the deposition of Rufus Tiffany taken in this cause as Exhibit "R" and state whether you were ever called upon to take an acknowledgment as a justice of the peace of William Bissett as to the execution of an said instrument ~~shown to you~~? obj. to. answer. I was. Question. State when and by whom you were so called upon? obj. to. Answer. I was called upon the 6th day of September 1844. by Burleigh Hunt I think it was at Mr Dickinson's store in Little Fort. Question. State fully & particularly in regard to the taking of such acknowledgment, what was done and all the circumstances in relation to the same? obj. to. Answer. Mr. Burleigh Hunt called upon me to go down to W. D. C. Dickinson's pier to take an acknowledgment of William Bissett to this instrument, Mr Bissett was then on the pier ready to start for Canada on the Boat, we had to make some haste to get down upon the boat left. Mr Bissett acknowledged the execution of the instrument; I took the instrument and brought it up to my office and wrote out, and signed the certificate of the acknowledgment shown to me marked Exhibit E. Mr. Hunt said he would pay for the fees and he did do so. ~~He paid me.~~

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Question. To whom did you deliver the said Deed? Obj. to Answer Burleigh Dent. some 5 or 6. days afterwards I gave him the deed. I do not recollect whether he called for it or not. I think he spoke to me once about it. I put it in my pocket and handed it to him. E. M. P. Hoyt.

Cross Examined by Counsel.

Question. See R on the paper now shown to you, and answer whether it appears thereon, that the Certificate to which you have referred as having been made by you and marked Exhibit E. has been recorded in the office of the Recorder of the County of Lake? State fully and particularly all the circumstances attending such record? Obj. to Answer. It appears to have been recorded, and I know nothing further about it. I have never seen it after it went out of my hands until I saw it today. Question. Have you lately been conferred with by the counsel for the Complainants in this suit, in relation to the matter contained in your Examination in Chief; and have they stated to you what facts they deemed necessary to prove by you? Answer. I had some conversation about the taking of the acknowledgment and I related the circumstances as above stated; I had this conversation with E. W. Hoyt; He did not state to me what facts he thought it necessary to prove by me. I had this Conversation to day. Question. Are you positive that Mr Bissell left Little Rock the same day that you took the acknowledgement to which you have referred? Ans. He went aboard of the boat I think he went away. I did not

on him for several months afterwards.

M. P. Hoyt.

Direct Ex. resumed.

Question. State whether in the conversation above referred to with E. W. Hoyt, any intimation was given by him either directly or indirectly that he deemed it desirable to prove by you or any other person any particular fact or facts in regard to the circumstances attending the taking of said acknowledgment? Ans. He did not.

M. P. Hoyt.

Hiram Augenin, being by me duly sworn according to law to testify in the above entitled cause made answer to the interrogatories propounded to him as follows; Sworn on his voire dire.

Question. Are you interested in the event of this suit? Answer. I do not know that I am in the slightest degree interested in the event of this suit. Question. Are you the purchaser and do you now claim to be owner of any portion of the north half of the N. E. quarter of section 28. township 45. North of Range 12 East of the 3d principal Meridian? Answer. I claim to have a collateral contingent interest to the amount of one half of the property mentioned. Question. State upon what contingency the interest in said described lot, depends? answer. It depends upon the contingency that a certain amount of money be paid at a certain time. Question. do you now claim to be owner of lot 2 in Block 3. in McKay's addition to Little Rock, by virtue of a purchase of Thy Dame Jason Burleigh Hunt? Ans. No. Question do you claim to be owner of any lot, in McKays addition to Little Rock, by virtue of a purchase from Burleigh

[12382-75]

At the aforesaid hour, & place
personally appeared before me
Deft's Counsel, and
Deft's Counsel

Hunt.? Ans I claim to be the owner of Lot 2 in Block, 3, but not by virtue of a Purchase from Burleigh Hunt. Adjourned by agreement of Counsel till to morrow morning at 9 o'clock A.M.

The Counsel for the deft Truman Bridges hereby enter an objection to the admission of the said Hiram Hugunin as a witness in this cause.

Hiram Hugunin was then Sworn in Chief. Examination in Chief

Question. What is your age and place of residence? Ans. my age is 48. & my place of residence is at Little-Fort? Are you acquainted with Rufus Tiffany Burleigh Hunt and William Bissett three of the Defendant named in this Cause.? Answer I am. Question. Were you present at the time of the Conveyance, by William Bissett to Rufus Tiffany of the North half of the North east quarter of fractional Section 28. Township 45. North range 12 East. of the 3d principal Meridian in the County of Robe? Answer I think I was. Question. Had you any thing to do in procuring or inducing the said Tiffany to make said purchase, or in negotiating for the purchase there of, with William Bissett or or any other Person. Answer. I had an instrument in writing authorizing me either to purchase or procure a purchaser, for the property mentioned, executed by William Bissett I think, certainly by Mr Bissett or Mr Hunt, Mr. Bissett I think. Ans. obj. to by defts. Counsel.

Ans. Upon question Obj. to by defts. Counsel.

Question. State the person was. who fixed the price of said land, and state the particulars as to the arrangement for the authority so given you, and with whom the same was made obj. to. Burleigh Hunt was the person who fixed the Price. The authority spoken of

State of Illinois }
Lake County } ss: I James H. Trader a Justice of the peace in and for said County, do hereby Certify that the foregoing deposition of M. P. Hoyt, was taken before me at my office in Little-Fort on the 18th day of June 1847, in pursuance of the annexed notice for taking Depositions, between the hours of 4. o clock P.M. & 1/2 past 9. o clock P.M. of said day, and that the same was sworn to and signed by said M. P. Hoyt.

Given under my hand and seal this 19th day of June (847).

James H. Trader J.P.

was drawn by myself in accordance with a negotiation previously had with Burleigh Hunt.

Question. State what assurances if any you had if any, as to the authority of Burleigh Hunt, to sell or negotiate for the sale of said land, obj. to.

Answer. Mr. Bissett stated to me that any bargain I might make with Mr Hunt would be right as far as he was concerned.

Question. At what instance, was the written authority to sell said land, executed by said Bissett, if the same was executed by him obj. to.

Answer. The instrument I think was drawn at my suggestion, that is according to my recollection. Mr Hunt was present. It met with concurrence of Mr Hunt Mr. Bissett was requested either by Mr Hunt or myself to execute it which was done.

Question. Who was the person with whom you negotiated for the authority aforesaid? State all the particulars in regard to the negotiation for the purchase or sale of said land, prior to entering into the negotiation with Bissett, when when & with whom the same was had, and particularly what part was taken either by the said Bissett or the said Hunt in the said negotiation? obj. to.

Ans. I first had a conversation with Burleigh Hunt, upon the subject at Chicago, the terms and conditions were then made known to me, It was then agreed that I should visit Little Fort, and examine the property, and on a day then fixed to meet Mr Hunt for that object. On the day appointed I appeared at Little Fort but Mr Hunt was absent At Chicago as I was informed by his family; I returned to Chicago and met Mr Hunt there,

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and again returned with him to Little Rock, when the negotiation was consummated by the instrument in writing before alluded to. On my first visit to Little Rock I called at the house of Burleigh & Hunt and found Mr Bissett there; I said to him that I came to look at some land belonging to Mr Hunt, and asked him if he could show me the land. He said in reply, Mr Hunt DOES not own the land. The land belongs to me (Bissett) He then called me out of the house when others were present, and when alone, said Sir any bargain you may make with Mr Hunt will be good so far as I am concerned. This is all the part Mr Bissett took in the negotiation had on that subject, according to my recollection.

Hiram Augustine

Cross examination by defendants Counsel.

Question. Have you refused as an authority, from Bissett or Hunt to You, to negotiate for the sale of the said land, or to procure a purchaser for the same, please produce the same if in your possession? Ans. according to my recollection, that instrument was surrendered, to Mr Hunt at the time of concluding the purchase, by Tiffany, I know that papers were surrendered, at the time, and my impression is that they were destroyed and that this was among them.

Question State the contents of such paper to the best of your recollection, & whether the Seal was sealed? Ans. The paper authorized me to purchase myself or to procure a purchaser within a certain time specified, I do not recollect the precise time, but my

impression is it was three months. I have a collection upon the subject of a seal, but it was probably sealed. my recollection is that the terms of the authority were the same as those agreed to by Mr Tiffany and upon which he purchased, I have no recollection whether there was a subscribing witness or not.

Question. In what capacity did you consider yourself as acting when you acted under the said authority and procured, as you answer, Mr Tiffany to become the purchaser of said lot of land?

Obj to Answer. I acted in the capacity of Free agent, and felt authorized to consider my own interest, while acting within the prescribed limits of the instrument in writing. Question. What compensation were you to receive from Bissett for procuring a purchase of the 5th Land?

Obj to Answer. I was to receive no compensation from ~~the Hunt or~~ Mr Bissett. the consideration for such services must be realized if at all, from the profits arising from such negotiation — Question. Did you within the time limited by said authority procure said purchase of the said land by Rufus Tiffany? Ans. I did.

Question. Did you know at the time mentioned by you, as the time you had a conversation with Mr Bissett at Hunt's house, in whom was the legal title to the said lot of land and how came you to use the expression "Hunt's land"? Ans. I supposed up to that time that the legal title to the land was in Hunt, this was the first intimation I had that Bissett had any

[12382-77]

interest in it.

Question. Have you had any conversation with the President & Directors of the State Bank of Illinois or either of them, or with any of their agents or attorneys, relative to the commencement of this suit, & before it was commenced, and if so, state fully & particularly, such conversations and when the same was had, viz to. Answer. I have had conversations with the attorney for the Bank Mark Skinner, and with William A. Brown upon the subject of a levy by virtue of an execution issued in favor of the State Bank of Illinois against Enoch Hunt, I was endeavoring to procure the release of the levy. The conversation ~~about the matter~~ was had in Chicago; this matter was spoken of in my presence by them, and was deemed by Mr Brown to be the most safe procedure, as he had doubts as to the legality of the levy, previously made & which Skinner the Attorney finally acceded. I have had no conversation with any of the Director, I once had a conversation with Hart L. Stewart, and asked him if he had such a judgment as has been referred to; He claimed to be the owner of such a judgment, but said he could do nothing about it. I must go to his Attorney.

Question. Did you in making your last answer, use the words "he claimed to be the owner of such a judgment? Answer. My impression is that I used that language and added that he had such a judgment.

Question. How long before the commencement of this suit, did you have such conversation with said Stewart? Answer. I think about 3 or 4 days before the levy was withdrawn. I do not know when the suit was commenced my impression however now is that the suit was

commenced previous to the withdrawing of the Levy. Question.
Did Rufus Tiffany, one of the Defendants in this suit
have a correspondence with the Bank through you
touching the commencement of this suit, and since the
commencement touching the proceeding therein?
Answer. I know of no correspondence had
by Mr Tiffany with the Bank, through me or
otherwise with regard to the commencement of this
suit. He has had no correspondence through me
with the Bank either previous to the commence-
ment, or since the commencement of this suit.

Question. Do you know of any arrangement
between Mr Rufus Tiffany and the Bank, by which
it was agreed that the Bank should have paid
to them, the money due on the Note & Mortgage
executed by Bissell to Tiffany and now in the
possession of Heman Bridge? Answer.
Question. Do you know of such any arangement between the Bank and any person other than the said Rufus Tiffany. Ans. I do not
I do not. Question. Was there any arangement, and
is there now between yourself and Rufus Tiffany
that you were to have one half or some other portion
of the said described lot of land, if you would raise the
money as the payments became due on the said
note & Mortgage? Answer. There is not, and never
has been between me and the said Rufus Tiffany.
Question. Was there such an arangement
between you and the said William L. Tiffany
Answer. There is.

Hiram Higginbotham.

State of Illinois
Lake County } ss. I James H. Braden a Justice
of the peace in & for said
County do hereby certify that the foregoing
Deposition of Hiram Higginbotham was taken before
me at my office in Little-Fort, on the 19th day of

[2383-79]

June 1847. in pursuance of the annexed notice for taking depositions, between the hours of 9. o'clock and 3 o'clock P.M. of said day, and that the same was sworn to and signed by the said Hiram Huguenin.

Given under my hand and seal this 17th day of June A.D. 1847.

James H. Trader J.P.

State of Illinois }
Lake County } ss: I Arthur Pattison, clerk of the county commissioners court in and for the county of Lake, and State of Illinois, hereby certify that James H Trader, is now and has been, since the August 1843 an acting Justice of the peace in & for said county, duly commissioned & qualified agreeably to the laws of said State.

In ~~witness~~ Witness Whereof I have hereunto subscribed my name & affixed the seal of said county this 19th day of June A.D. 1847.

A. Pattison, clerk.

Seal

To the Hon. Richard M. Young
one of the Judges of the Supreme Court
of the State of Illinois & Judge of the
Seventh Judicial Circuit of said
State, and as such Judge of the Cir-
cuit Court of Lake County —

Lake County Circuit Court
of the April Term A. D. 1846 —

Respectfully Complaining
Showeth unto Your Honor Your
Orator James McKay of the
County & State aforesaid — —

That on or about the 13th day of
September A. D. 1842 Your Orator as
the surety of one Burleigh Hunt became
bound with said Hunt unto one
Jesse H. Foster of the County aforesd.
in the penal sum of Eight Hundred
Dollars to be paid unto the said Foster
his heirs and assigns on the condition
following to wit — The Condition of
the above obligation is such that
whereas the above bound Burleigh
Hunt and James McKay has this
day sold to the said Jesse H. Foster
his heirs and assigns for the sum of
Eight Hundred dollars seven hundred
and ninety nine in hand paid the
Receipt of which is hereby acknowl-
edged and one dollar to be paid
on the 22d of September A. D. 1843,
all the following described Lot
or parcel of land, to wit, Lot num-
bered (29) twenty nine and the building

[12383-80]

thereon being part of Section Six-
teen in Township numbered forty four
North Range numbered eleven East
of the Third principal Meridean des-
cribed on the Map of the said
Section as made by the Trustees
of School Lands within said Township
the same being in the County of Lake
and State of Illinois upon the pay-
ment of said sum being made at
the time and in the manner afore-
said, the said Burleigh Hunt &
James Mc Kay their heirs Executors
and assigns covenant and agree to
and with the said Jesse H. Foster
his heirs Executors administrators and
assigns to Execute a good and suffi-
cient Deed of conveyance in fee simple
free from all incumbrances with
full and proper covenants of warranty
for the above described premises
Now if the said Burleigh Hunt
and James Mc Kay shall well
and truly keep, observe and perform
their said covenants and agreements
herein contained on their part then
this obligation is to be void otherw-
-ise to remain in full force and virtue

Signed

Signed, sealed and delivered in presence of

L. R. Gavin

Burleigh Hunt [L.S.]

James Mc Kay [L.S.]

as will appear by refer-
ence to said bond which is herewith

filed as Exhibit "A" and which
Your Orator prays may be taken
as part of this bill

And Your Orator represents
to Your Honor that the said
Burleigh Hunt at the instance
and request of the said complain-
ant, and for the purpose of indem-
nifying and saving harmless
Your Orator as his said Hunts
security in the bond aforesaid
on or about the 20th day of Novem-
ber 1842 procured one William
Bissett of the County and State afore-
said to convey to Your Orator the
following described land, to wit,
The North half of the North East
fractional quarter of Section 28
in fractional Township 45, North
Range 12 East of 3rd Principal
Meridian, containing Eight acres
more or less lying and being
in the County aforesaid and
which said above described land
for and in consideration of the sum
of one hundred dollars as Express
in said Deed was on the day
last aforesaid by a Deed of Gener-
al Warranty bearing date on or
about the 20th day of November
1842 conveyed to your Orator and
which said Deed was recorded in
the office of the Recorder of said
County of Lake on the 4th day of

[13382-81]

May 1843. all of which will appear by reference to the said Deed herewith filed as part of this Bill and marked Exhibit "B" ——— ——— ———

Your Orator also represents that on the 25th day of November A.D. 1842 Your Orator by his bond of defeasance bearing date the day & year last aforesaid bound himself in the penal sum of Ten thousand dollars to be paid to the said Burleigh Hunt his Executors, Administrators or assigns with the condition thereunder written, to the purport that if the said Hunt should save and keep harmless the said Mc Kay (your Orator) from liability on and by virtue of the aforesaid bond executed to the said Jesse H. Foster by the said Hunt and your Orator as his surety as aforesaid that then your Orator should upon the request of the said Hunt his heirs or assigns on or before the first day of October next ensuing the date above written (25th November 1842) convey and assure or cause to be sufficiently conveyed and assured unto the said Hunt his heirs and assigns or to such other person or persons and his or their heirs as the said Hunt should nominate and appoint

and to such uses as he might or should direct by such conveyances as by the said Hunt should be reasonably required all the said Lands as described in the foregoing deed from said Bissett to your Orator as will more fully appear by reference to said bond of defeasance herewith filed as Exhibit "C". and which your Orator prays may be esteemed part of this his bill of complaint

And your Orator further shows unto Your Honor that on or about the 27th day of May 1843 the aforesaid bond executed by said Hunt and your Orator as his surety the same having been settled and cancelled by and between the said Hunt and the aforesaid Foster was surrendered by the said Foster and acknowledged to be null and of no effect, to your Orator as will appear by the endorsement on said bond made by the said Foster (see Exhibit "C")

And your Orator likewise represent that after the aforesaid last mentioned bond was settled and cancelled that is to say on or about the 24th day of May 1844

1/2382-82

Your Orator at the instance and request of the said Burleigh Hunt conveyed the said Land which had been conveyed as aforesaid by the aforesaid Bissett to your Orator to indemnify him as aforesaid to the said William Bissett "Excepting & reserving Lots No. 2. & 12. in Block No. 7 & Lot No. three (3) in Block in Block No. one (1) & one square acre lying in the North East corner of said N. E. 1/4 of the said Section in the Hay's addition to the Town of Little Fort, and the said last Deed was recorded on the 27th day of May 1844. in the Office of the Recorder of Lake County aforesaid as will appear by reference to said Deed filed herewith as part of this Bill marked Exhibit "D".

Your Orator has omitted to state and now begs leave further to represent that during the time he was holding the said Land under the Deed made as aforesaid by said Bissett to your Orator the said Land was by your Orator laid off into Town Lots as and for "An addition to the Town of Little Fort" at the instance and solicitation of the said Hunt & Bissett and the Plat

thereof as "Mrs Hay's addition"
to the Town of Little Fort, was filed
for Record on the 18th and recorded
on the 20th day of May 1844 in the Office
of the Recorder of said Lake County

Your Orator moreover shows
that on or about the 26th day of
June 1844 the said William Bissett
conveyed the said land "Excepting
& reserving" as aforesaid Lot No. 2
& 12 in Block 7 and Lot No. three
in Block No one, and one square
acre lying in the N.E. corner of said
4 Sec. as aforesaid, to one Rufus
Tiffany in consideration of the sum
as alleged in said Deed of $2700,
which said Deed of conveyance was
filed for record on the 26th and
recorded on the 27th day of June
1844 as appears by the Records
of the Recorder of said County
aforesaid — — — — —

And further your Orator shows
that afterwards, to wit, on or about
1st day of July 1844 the said Rufus
Tiffany conveyed the said land
"Excepting & reserving" Lot No. 2 &
12 in Block 7 & Lot 3 in Block 1 to one
William A Tiffany (his son) for the
alleged consideration of $5200,00
and the said deed was recorded
in the Office of the Recorder aforesaid

[12382-83]

on the 22nd day of July 1844 and which two last above recited deeds specify the said land conveyed in and by them as "known as Mc. Kay's addition to Littleport" and in the last deed above referred to, there are other lands described besides the land above set forth as conveyed by to Reyes Tiffany by said Bissett

And your Orator also states that in the month of May between the first and twenty fourth day of the Month your Orator bought from the said Hunt and paid for the said Lot so reserved as aforesaid in full, to wit, Lot No. three in Block three not Block one as reserved in Mc. Kay's addition to the town of Littleport" and that Lot No. 2 and 12 in Block No. 7, and one square acre lying in the North East corner of said N. E 1/4 of said Section in said Mc. Kay's addition to the Town of Littleport were at the special instance & request of the said Hunt & with the knowledge and assent of the said Bissett conveyed by your Orator to other persons while he held the title as aforesaid

And your Orator represents further that the said Lot

so reserved was so purchased with the full knowledge and consent of the said Williams Bissett —

And your Orator further expressly charges that in the Exceptions of the said Lot reserved as aforesaid in the re-conveyance to the said Bissett "Lot No. three in Block No. one (1)" was so described erroneously by mistake and was intended to be Lot No. three in Block No. three, and that in truth and in fact there was and is no such lot on the Plat of the said addition to Littleport as Lot No. three in Block No. one, and that the intention was to reserve Lot No. three in Block No. three was well understood by the said Bissett at the time when said reconveyance was made known to him by your Orator but that he was not aware of the misdescription until after the said reconveyance was made, and that he repeatedly afterwards admitted that it was a mistake — — — —

Your Orator also expressly charges the fact to be that before and at the time the said Bissett executed the aforesaid deed to the said Rufus Tiffany to the said Bissett

(12382-84)

referred him the said Tiffany particularly to the said lot intended to be & supposed by him to have been reserved as aforesaid by your Orator in his deed of reconveyance and pointed out to the said Tiffany the lot intended to be reserved to wit Lot No. three in Block No. three and showed him the precise spot of Ground in person and told him it said Lot No. 3, in Block No. 3. belonged to your Orator & subsequently notified him of the misdescription aforesaid

And in addition to the notice furnished by the reservation in the Deed conveying the said lands by Rufus Tiffany to his son the said William C. Tiffany your Orator also charges that the said William C. Tiffany had actual notice before he received the said Deed that the said lot were reserved as aforesaid by your Orator as also of the mistake in the said reservation in the aforesaid particular, and also of the location of the lot No. 3. in Block 3. aforesaid

And your Orator further states that frequently and in a friendly manner & after he discovered

the said mistake, and after the said conveyance was made by the said Bissett to the said Rufus Tiffany and after the said Rufus had conveyed to the said William C. Tiffany your Orator requested the said Rufus Tiffany before he had conveyed the said lands and the said William C. Tiffany after the said Rufus had conveyed to him to make and deliver to your Orator a Quit-Claim deed to the said Lot No. three in Block No. three as aforesaid releasing them of the aforesaid mistake in the description thereof in the said reservation and your Orator had well hoped that they respectively would be willing to do so but so it is may it please your Honor that the said Rufus Tiffany up to the time of conveying the said land to his son as aforesaid always refused and the said William C. Tiffany since the conveyance to him has always refused and still refuses to the manifest prejudice & injury of your Orator and for the purpose of securing an unconscionable advantage to himself

Now therefore your Orator being remediless save in this Honorable Court, prays that the said Burleigh Hunt, William Bissett Rufus Tiffany and William C. Tiffany may be made Defendants to this bill

[12382-85]

and be required to answer fully thereto, and to every allegation thereof as though they had been severally interrogated as to each allegation—

And this complainant begs leave to represent further that a judgment was recovered in the Circuit Court of Cook County at the Term thereof A. D. 18 for the sum of $ by and in the name and at the suit of the President Directors and Company of the State Bank of Illinois Hart L. Stewart — Lorenzo D. Sawyer and John S. Wallace against one Charles Taylor the said Burleigh Hunt et al, and that an Execution on said Judgment was sued out of the Clerk's Office of said Circuit Court of Cook County on the day of A. D. 18 and delivered to the Coroner of Lake County on the day of A. D. 18 and soon thereafter your Orator purchased the said lot 3, in Block 3, as aforesaid and the sale of other lots as above specified, and after your Orator had recovered as aforesaid to said Bissell reserving & excepting said Lot 3 and the other above enumerated lots and which said Execution was long afterwards levied by the said Coroner of Lake County on the said Lot 3 in Block

3, and the other lots which were reserved as above stated by your Orator or intended as above to be reserved in said Deed of Reconveyance to said Bissell by your Orator

Your Orator also prays that the said President, Directors & Company of the State Bank of Illinois Hart L. Stewart, Lorenzo P. Sawyer and John S. Wallace the above named plaintiff in said suit in Cook County Circuit Court and the said Charles Taylor one of the said Co-Defendants of your Orator in said suit may be made Defendants to this bill & required to answer all and singular the matters & things herein charged and stated touching said Judgment and Execution

And your Orator prays your Honor upon the hearing of the cause to adjudge order and decree that the correction be made in the description of the said Lot 3, as above described and that the same be held and estimated to have been reserved and excepted in said deed of reconveyance from your Orator to said Bissell as Lot No. three in Block No. ~~three~~ three, as was intended instead of Lot No. three in Block No. one, and that the said William C. Tiffany be ordered and required

[12382-86]

pursuant to said decree
to execute and deliver to your
Orator a good and sufficient
Deed of quitclaim to the said lot
three in Block three in the said
Mc Kay's addition to the Town of
Little Fort and to such other of the
lots reserved in the Deed of re-
conveyance made as aforesaid
by your Orator to the said Bis-
sett as may appear to your Honor
to be requisite and necessary
to secure and perfect to your
Orator all the right and interest
as reserved or intended to be
reserved by the said Deed of
re-conveyance from your Orator
to said William Bissett —

To also your Orator further
prays that the said Plaintiffs in
the above recited suit in the
Circuit Court of Cook County
may be perpetually enjoined from
proceeding to sell by virtue of said
Execution issued out as aforesaid by
them or any that may hereafter be
issued out the said Lot No three in
Block No three in Mc Kay's addi-
tion to the town of Little Fort which
has been levied on or any other of the
Lots so reserved as aforesaid by
your Orator if indeed any other
of said reserved lots were levied
on by virtue of said Execution

and that the Sheriff, Coroner and all Deputy Sheriffs of said Lake County be also enjoined not to proceed upon said Executions to sell or to levy any Execution that may hereafter be issued in said suit from the Clerks office of said Circuit Court of Cook County

And your Orator finally prays that such and all other and further relief which to your Honor may be seem just and equitable in the premises may be granted, and that Summons may issue &c, and your Orator will ever pray &c,

By Morris & Brown and
Butler his Sol.rs

State of Illinois }
Lake County } ss.

I George Manson Clerk of the Circuit Court in and for said County Do certify the foregoing to be a true and perfect copy of the Bill in Chancery on file in my office in a certain suit wherein James Mc.Kay is complainant and William Bissett, Burleigh Hunt, Rufus Tiffany William C. Tiffany, The President, Directors and Company of the State Bank of Illinois, Hart L. Stewart Lorenzo P. Sawyer, John S. Wallace and Charles Taylor are Defendants —

In Testimony whereof I have hereunto subscribed my name and affixed the seal of [Seal] our said Court at Little Fort this 17th day of June A. D. 1847 George Manson Clk —

[12382-87]

The within named James McKay complainant in the foregoing bill in Chancery personally appeared before the undersigned Clerk of the Circuit Court of Lake County, State of Illinois and being duly sworn Deposes and says that the said Defendant Burleigh Hunt is not a resident of the State of Illinois ——— ———

Subscribed and Sworn
to before me, this 18th day
of April A. D. 1846 — James McKay —

J. R. Gavin
Clk

Rec'd Subject
to Defts. objections

Filed 18 April
1846.
J. H. Gavin
Clk

James McKay
vs.
William Bissett,
Raleigh Hunt,
Jesse Tiffany,
William C. Tiffany,
President
Directors, and Co.
of the St. Bk. of Ills
Harc L. Stewart
Lorenzo D. Sawyer
John L. Wallace
and Charles Taylor

Filed April 18th
1846.
J. H. Gavin
Clk

No. 4.

This is a Bill in Chancery. The Clerk of the Cir. Ct. of Lake Co. will issue summons as above returnable to next Term to Sheriff of Lake Co. & another to Cook County

Butler, Morris, & Brown,
Complt's Solrs.

Chicago March 27.
1846

William, Bissitt
Burlugh, Aunt
Rufus, Tifany
William, C, Tifany
The President. Directors
&c of the St Bank of
Illinois Asst. L. Steuart
Lorenzo. P. Sangee. John. S.
Wallace, J, Charles. Taylor
Ads
James McKay

State of Illinois
Lake County } ss

Lake county
Circuit Court
of the April
Term A D 1847

In Chancery

This defendent William Bissett now and at all times saving to himself all benefit of Exception which can or may be had or taken to the said Complainants Bill of complaint for — answer thereunto or unto so much thereof as this defendent is advised is or are material for him to make answer unto, he, this defendent Says

That he does not Know of his own positive Knowledge that on or about the 13th day of September A D 1842 the said complainants became security for one Burleigh Aunt to Isss. A. Foster in the penal sum of Eight hundred dollars as in said complainants bill of Complaint mentioned and set forth and that he has no other Knowledge of said bond except that he has been frequently — informed by the said Complainant and the said Aunt that such a bond as set forth in said complainants bill was

L 12382-69

Executed by and between the said —
Complainants as Surety of the said Hunt
as Principal and the said Jesse H. Foster
and believes the same to be true as —
Set forth in said Complainants bill of
Complaint

And this defendent further
answering says and admits that on
or about the 20th day of November
A D 1842 the said Bickleigh Hunt
did procure this defendent to convey to
the said complainant the north half
of the north East fractional Quarter of
Section No (28) in fractional Township (45)
north Range (12) East of 3d principal
Meridian containing Eighty acres situated
in said county of Lake as Set forth
and charged in the said complainants
bill of Complaint and for the purpose
as they then alleged of Indemnifying
and Saving harmless the said Complain-
— ant as the said Hunts Surety in the said
Bond Executed by them to the said Jesse
— H. Foster and that on or about the 20th
day of November A D 1842 this defendent
for and in consideration of one hundred
dollars did by a deed of general warranty
convey to the said complainant the aforesaid
tract of land and that said deed was
Recorded in the Recorders office of said
County of Lake as Set forth in said —
Complainants Bill —

And this defendent further ans-
— wering admits that on or about the 25th

Penal sum of two thousand dollars to be paid to the said Hunt his heirs Executors administrators or assigns and with the conditions therein Expressed as setforth and charged in said complainants bill of complaint and that after said bond had been canceled that is to say; that on or about the 24th day of May A D, 1844 the said complainant at the instance and request of the said, Burleigh, Hunt, did convey the said tract of land herein first discribed to this defendent Excepting and reserving. Lots № 2 and 12 in Block № 7 and lot № three in Block № one & one Square acre lying in the North East corner of said N. E¼ of said Section in Mc Kays addition to the town of Little Port and that said deed was recorded as setforth and charged in said complainants, bill of Complaint

And this defendent also admits that a portion of said tract of land (but not all of it) was by the said complainant laid off into town lots as and for an addition to the town of Little Port, at the special instance and request of the said Burleigh, Hunt, and that a plat thereof as Mc. Kays addition to the Town of Little Port, was filed for Record and recorded as charged in said Bill of Complaint

And this defendant further answering admits that on the 26th day of June A D 1844 he conveyed the said tract Excepting and reserving (as aforesaid) Lots № 2 & 12 in Block № 7 and a lot № three in Block № one and one Square acre lying in the N. E corner of said ¼ Section to one Rufus, Tiffany, as charged

[123#2-90]

In said Complainants bill of Complaint and that said deed of conveyance was Recorded as therein setforth in the Recorders office of said County and that the same lands was then called and known as Mc. Kays. addition to the town of Little Port—

And this defendant further answering says that he has no knowledge of any conveyance of said land having been made by the said Rufus Tiffany to the said William C. Tiffany other than by hearsay and information from other persons, and therefor can neither admit or deny the same

And this defendant further States that while the said Complainant held the title to the land as aforesaid he understood from the said Busleigh Hunt, and the Complainant that the said Complainant had purchased Lot No three in Block No three being a portion of the land above mentioned, of the said Busleigh Hunt and that the same was paid for and is a part of the said Mc. Kays, addition to the Town of Little Port. and that he has no other knowledge of the transaction and that Lots No 2 and 12 in Block No 7 and one Eyaine acre lying as aforesaid in said Mc. Kays, addition to said town of Little Port, were conveyed to other persons by the said Complainat while he held the title as aforesaid at the special instance and request of the said Hunt and

And this defendant further admits that in the Reconveyance of said land from the said Complainant to him Lot No three in Block No one was thru described by mistake and was intended to be Lot No three in Block No three instead of Block No two and that there is and was not any such Lot in said addition as Lot 3 in Block 1 and that the intention to reserve Lot No 3 in Block No 3 was well understood by this defendant, and this defendant admits that he referred the said Rufus Tiffany particularly to the said Lot intended to have been Reserved and pointed out the said Lot No 3 in Block No 3 particularly to the said Tiffany as having been sold to the said Complainant and to be reserved at the time and previous to the Conveyance of said land made by this defendant to to the said Rufus Tiffany and has since and as soon as said mistake was discovered did notify said Tiffany of the said mistake & misdescription —

And this defendant says that he has no Knowledge of a judgement having been obtained in the Circuit Court of Cook County by the President & Directors & Company of the State Bank of Illinois & Hart & Stewart & John. S. Wallace against one Charles. Taylor & the said Hunt & that an Execution was issued on said judgement and levied on said Lot No 3 in Block No 3 other than by the said Complainants bill of Complaint and the information of others and therefore can neither —

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deny or admit the same —

And this defendent denies all combination and conspiracy in said bill charged without that any other matter or thing material or necessary for this defendent to make answer unto and not herein or hereby Expressly answered unto confessed or avoided traversed or denied is true to the knowledge or belief of this defendent, and this defendent humbly prays to be hence dismissed with his reasonable costs and charges herein Expended —

William Bissitt

State of Illinois
Lake County } ss This day personably appeared William Bissitt before me the undersigned and being by me duly sworn according to Law deposes and says that all the matters & things setforth in the forgoing as stated of his own knowledge are true and those stated on the information of others he believes to be true —

Sworne to and subscribed before me this 25 day of June 1847

Amos D Frazer J P

State of Illinois
Lake County } ss

I George Shannon clerk of the Circuit Court in and for said County do certify the foregoing to be a true and perfect transcript of the answer of William Bissitt in a certain suit

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now pending in said court wherein James. McKay is complainant and William Bissett Burleigh Hunt. Rufus. Tiffany. William G Tiffany the President directors and company of the State Bank of Illinois, Hart. L. Stewart. Lorenzo. P. Sanger John. S. Wallace and. Charles. Taylor are defendants which said answer is now on file in my office

In testimony whereof I have hereunto ~~subscribed~~ subscribed my name and affixed the seal of our said court at ~~Lit~~ Little Rock this 17th day of June A D 1847

(SS)

George Sherman Clerk

12382-92

William Bissett &c Pal

ads

James McKay

In Chancery

No 5

Rec'd copy of bill & defts objections.

Know all men by these presents that we Nelson Landon Charles A. Bartlett and Thomas A. Payne county commissioners in for and of Lake county and State of Illinois are held and firmly bound unto Henry. B. Hunt of County & State aforesaid in the penal sum of Ninety dollars lawful money of the United States of America to be paid to the said Henry. B. Hunt his heirs Executors administrators and assignes to which payment well and truly to be made we the County Commissioners aforesaid do bind ourselves and our successors in office each and every of them firmly by these Presents—

Witness our hands and seals this 27th day of May A D 1841

The condition of this obligation is such that whereas the above bounden county Commissioners of Lake county aforesaid have this day of May 1841 sold to the said Henry. B. Hunt for the sum of forty five dollars one fourth being in hand paid the remainder payable in Six twelve and Eighteen months from date hereof in equal instalments with six per cent Annual ~~rent~~ interest and in case of neglect & forfeiture of either of the above mentioned conditions then said land and what is so paid is to be forfeited and to fall back into the hands of said county commissioners and said Henry. B. Hunt is to yield and give up the Possession peacably to said commissioners all the following described lot or parcel of land situate lying & being in the Town of Little Fort county and State aforesaid to wit Lots No four

{12382-93}

(4) No nine (9) and the north half of Lot No Eight (8) and the north half of Lot No five (5) all in Block No twenty five (25)

Now if the county commissioners of Lake County aforesaid & their successors in office shall upon the payment of the above mentioned conditions to be paid duo and ~~Executed~~ performed by said Henry B. Hunt Executed & delivered to the said Henry B Hunt a deed for said Lot of land with covants of warranty and free of incumberances then this obligation to be null and void and of no effect otherwise to remain in full force and virtue

Signed Sealed and delivered ~~Hetson~~

in the presence of

A. B Steele
Isac. A Hopkinson

Nelson Sanders [28]
Charles A Bartlett [28]
Thomas A Payne [28]

Rec'd on the above Bond thirty

Little Fat June 18

It is hereby agree
written, is a true
an original Bond
in the Office of the
of the Co. Comr. C
of Lake and
the same may
in evidence
Name effect
original
and it is
& recited
this Rec'd

E.M. Fa
Cl

E Mc Hunt
Comptr

Hunt

Commissioners

We do hereby release from the levy heretofore made by James. Montgomery. as coroner of Lake County on a certain Execution to him directed from the office of the clerk of the cook county circuit court which said Execution was issued upon a judgment rendered in favor of the President Directors & company of the State bank of Illinois & against Charles. Taylor & Burleigh Hunt the following described property to wit the North half of the north East quarter of Section number twenty eight in Township Numbe Forty five North of Range numbe twelve east of the third principal meridian

Dated at chicago the fifth day of June A D 1845

W. A. Brown. Atty in fact for the P. D. & Co of the State Bank of Illinois

State of Illinois } I Samuel. Mc. Donel Recorder
Lake County } ss of said county do hereby certify that the within release was filed for Record in the Recorders office in and for said County this 7th day of June 6 o'clock. P. M. 1845 and duly Recorded in Book A of Attachments page 3

Witness my hand & this 26th day of June A D 1845

Samuel. Mc. Donel
Recorder

[12383-94]

State Bank of Illinois
Release

City of Marion Court C

No 3

Pike January 13th
1847 S Strawn
Clerk

The following is a Copy of Release of Levy &c
paper belonging to Rufus Tiffany & now 8th Jan.
1847. in possession of E W Hoyt.

We do hereby release from the levy heretofore made
by James Montgomery as Coroner of Lake County, on a
certain Execution to him directed from the office of the
Clerk of the Cook County Circuit Court, which said Execu-
tion was issued upon a Judgment rendered in favor
of Hart & Stewart, Lorenzo P. Sanger and John S
Wallace, and against Charles Taylor and Burley Hunt
the following described property to wit. The North
half of the north East quarter of section number
twenty eight in township number forty five North,
of Range numbered Twelve East of the third principal
meridian

Dated at Chicago this 5th day of June
A D 1845.

H L Stewart
Lorenzo P Sanger
by H L Stewart his atty
in fact
J. H Wallace by H L
Stewart his atty in fact.

Recorded June 26. 1845.
Jno Brook Recorder
Cook Co.

Exhibit ("G")

[12382-93]

And afterwards to wit on the twenty seventh day of November in the year one thousand Eight hundred and forty seven, the same being one of the days of the November term of said Court in the year aforesaid the following among other proceedings were had, to wit

"The President Directors and Company of the State Bank of Illinois, Hart L Stewart Lorenzo D. Sawyer & John S Wallace

vs

Burleigh Hunt, Charles Taylor, Freeman Bridges William Bissett Rufus Tiffany and infant son of Burleigh Hunt.

In Chancery Special Commissioners Report

And now at this day comes Norman B Judd Esquire, Special Master appointed by this Court to Execute the decree thereof entered at a former term of this Court, and files his report of his proceedings under and by virtue of said decree and upon reading and filing said report It is Ordered adjudged and decreed that the said report and all the matters and things therein Contained do stand ratified and confirmed."

And on the same day and year last aforesaid the following proceedings were had, to wit,

The President Directors & Company of the State Bank of Illinois, Hart L Stewart Lorenzo D. Sawyer & John S Wallace,

vs

Henry B. Hunt impleaded with Burleigh Hunt, Charles Taylor, Freeman Bridges William Bissett & Rufus Tiffany

[12382-96]

And now at this day come the said Complainants by McDougall and

Skinner their solicitors and the said defendant Henry B Hunt by his guardian ad litem Louis D. Hoard, and this cause coming on to be heard on the Bill of the said Complainants the answer of the said guardian ad litem heretofore filed in this cause and the proofs and evidence before the Court and it appearing to the Court that since the rendition of the decree heretofore rendered in this cause, that there has been paid to Norman B Judd Special Master for the said Complainants by Rufus Tiffany one of the said defendants the sum of Two Thousand and seven teen dollars, and that there is now due to the said Complainants the sum of thirteen hundred and forty Eight Dollars and sixty six Cents, that is to say to the said Complainants the President Directors and Company of the State Bank of Illinois on account of their said judgment in said Bill of Complaint mentioned, the sum of Twelve hundred and sixteen 5/100 ($1216 5/100) and also to the said Complainants Hart L Stewart Lorenzo D Sawyer and John S Wallace, the sum of one hundred & thirty two 16/100 Dollars ($132 16/100) on account of their said Judgment in said Bill of Complaint mentioned, and it further appearing that said lots of land and premises mentioned and described in said Complainants bill of Complaint to wit. Lots number four (4) & nine (9) the North half of Lot number Eight (8) and the North half of lot number five (5) in Block number twenty five in the town of Lattsfort in the County of Lake and State of Illinois, Equitably belonged to the said defendant Burleigh Hunt, and that the title to said premises was merely held by said

defendant Henry B Hunt as a naked trustee of said Burleigh Hunt, the said Henry B Hunt never having paid any consideration for said premises and having no Equity or property therein except as trustee as aforesaid, and it also appearing that said premises are not of sufficient value to satisfy the amount so due to said Complainants as aforesaid and the Court being fully advised in the premises and having duly considered the same, It is Ordered adjudged and Decreed, and the Court by virtue of the authority therein vested, doth order adjudge and Decree that all and singular the said premises mentioned as aforesaid in said Bill of Complaint & therein discribed as follows, "All the following discribed Lot, piece or parcels of land, situate lying and being in the County of Lake in the State of Illinois to wit, Lot number four (4) Lot number nine (9) the North half of lot number Eight (8) and the north half of lot number five (5) all in block number twenty five (25) in the town of Little fort Lake County, Illinois, be sold at public auction under the direction of C. Winchester Hoyt Esq. a special Commissioner, for that purpose hereby duly appointed, unless previous to said sale the said defendant pay said sum of Thirteen Hundred and forty Eight Dollars and sixty six Cents, and interest thereon from the date of this decree and the Complainants costs of this suit to be taxed that the said sale be made in the County of Lake where said premises are situated that said Commissioner give public notice of the time and place of said sale, by putting up written or printed notices thereof in at least three of the most public

[12382-97]

places in said County of Lake for four weeks previous to the time of making such sale and that the Complainants or any of the parties in this cause may become the purchaser at said sale, and that said special Commissioner pay to the Complainants or their solicitors out of the proceeds of such sale, their costs in this suit to be taxed and also the sum of Thirteen Hundred and forty eight Dollars and sixty six Cents, together with legall interest thereon from the date of this decree, or so much thereof as the purchase money of the said premises will pay, and that the master in paying over said monies pay over the same to the Complainants to wit the one portion thereof to the President Directors and Company of the State Bank of Illinois and the other portion thereof to said Stewart Sayre and Wallace in exact proportion to their respective claims as heretofore ascertained, and that the said special Commissioner take receipts for the amounts so paid and file the same with his report and that he bring the surplus moneys arising from said sale if any there be into Court without delay to abide the further order of this Court, and it is further ordered and decreed that the said special Commissioner at such sale Execute and deliver to the purchaser at such sale, a certificate in writing of the same character purport and effect as a Sheriffs certificate is by law directed to be given to a purchaser of real estate at a Sheriffs sale made under and by virtue of an Execution, and further that if said premises are not redeemed from such sale on or before the expiration of fifteen months from the time of making such sale

that the said Special Commissioner upon being served with a notice verified by the affidavit of the said Complainants or their solicitor, or some other credible person that the said lands have not been redeemed, shall thereupon execute and deliver to said purchaser or purchers their hirs and assigns a good and sufficient deed for said premises, And it is further ordered and decreed that the said purchaser or purchasers of said premises at such sale, upon receiving a Deed thereof from said Special Commissioner, be let into possession thereof, and that any of the parties in this cause who may be in possession of said premises or any part thereof, and any person who since the Commencement of this suit has come into possession under them or either of them or any one acting or pretending to act for them or either of them, deliver possession thereof to such purchaser or purchasers on production of the Special Commissioners Deed of said premises, And it is further Ordered and decreed that if the monies arising from such sale are insufficient to pay the amount due the Complainants as above set forth, with the interest and Costs aforesaid that the said Special Commissioner report the amount of such deficiency in his report of the sale, and further that said Special Commissioner from time to time report his proceedings in the premises.

State of Illinois,
Cook County } ss

I Louis D Hoard Clerk of the Circuit Court in and for the County of Cook in the State of Illinois do hereby

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the foregoing to be a full true and perfect transcript of the records and proceedings, process and endorsements thereon in the above entitled Cause upto the time of the Decree of said Court against the said Henry B. Hunt. (Except the report of A B. Judd Special Master,) to wit to the 27th day of November 1847. and I further Certify that the foregoing contains a full true and perfect transcript of the Evidence and all the evidence in said Cause on file in my office,

In testimony whereof I have hereunto set my hand and affixed the seal of said Court at Chicago in said County this fifteenth day of December A D 1848.

L. D. Hoard Clk

Clerks fee for making this transcript seventy five dollars.

L. D. Hoard Clk

Burleigh Hunt et als.
vs
Hart L. Stuart et als.

Bond

Filed March 28. 1854.
L. Leland Clerk.

Chicago March 24 1857.

To S. Leland Esq.
Clerk of Sup. Court
Ottawa.

Dear Sir -

Enclosed herewith please receive a Copy of Bonds in Case of Bailey Hunt Et al. vs. Hart S. Stewart Et al - & affidt of Mr Nicholas of Georgia P. Sayre & Wallace. Please send me notice of publication, and rule, by return Mail, as I have no time to lose for some Term. also writ of Error to Sheriff of Cook County. & also Citation &c, writ of Error to Sangamon County, that I may get it served - I also enclose $5. in this case, which please acknowledge. & also shall be this & case of Circuit Mortgage &c in City of Chicago, for Same Term

Yours Truly
D. R. Arnold

[12382-100]

Supreme Court U.

Burleigh, Hunt, Charles,
Taylor, Henry B. Hunt
Freeman Bridget & Willian Bissell
Plff in Error

vs

The State Bank of Illinois Hunt
L. Stewart, Lorenzo P. Sanger &
John S. Wallace " Defts in Error

Spec writs of Error
to Sheriff of Cook & Sangamon Counties, &
Send notice of publication according to
affidavit on file

J. R. Ames
atty
P. in Error

[12382-10]

Burleigh Hunt etals.
vs
Hart L. Stewart etals.

Precipe

Filed March. 28. 1857.
L. Leland Clk.

Supreme Court

Truman Bridge,
Rocky Hunt, & others.
Plaintiffs in Error

vs.

The State Bank of Illinois
Hart & Stewart. George P. Sayer -
& John S. Wallace -

State of Illinois
Cook county ss. Truman Bridge,
~~Rocky Hunt,~~ one
of the plaintiffs in Error in the
above Entitled Cause, being Sworn
says, that John S. Wallace one
of the above named Defendants
in Error resides in the State of Indiana,
as he is informed & believes, &
he is said ~~Wallace~~ Wallace is a
Non-resident of this State, So that
process cannot be served upon
him. And this Deponent does
not know in what part
of Indiana said Wallace
resides, nor the Name of
his Post-office -

Sworn & subscribed
this 2d day of
March A. D. 1851 -

Truman Bridge

L D Hoard Clerk of Cook Co. Circuit

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State of Illinois
Cook County ss: Isaac R. Arnold being duly sworn says that Lewis P. Langer one of the defendants in error in the foregoing cause resides as he is informed and believes at St Louis in Missouri, & without the limits of this State & that process cannot be served upon him.

Isaac R. Arnold

Subscribed & sworn to before me this 24th day of March A D 1857.

Witness my hand & the seal of said Court at Chicago this day & year above written

L. D. Howard Clk

Scfa. ca.
Thomas Phillips
vs
Chas Brown &c
vs
Elliott & Wm Mairhaus

Filed March 28. 1857.
L. D. Howard Clerk.

STATE OF ILLINOIS, } The People of the State of Illinois,
Supreme Court.

To the Sheriff of the County of Cook ——— Greeting:

BECAUSE in the record and proceedings, and also in the rendition of the ~~judgment~~ Decree of a plea which was in the circuit court of Cook ——— county, before the Judge thereof, between The President, Directors & Company of the State Bank of Illinois, Hart L. Stewart, Lorenzo P. Sanger & John S. Wallace, complainants - and Burleigh Hunt, Charles Taylor, Freeman Bridges, William Bissett, Rufus Tiffany & Henry B. Hunt ———

defendants, it is said that manifest error hath intervened, to the injury of the said Burleigh Hunt, Charles Taylor, Henry B. Hunt, Freeman Bridges & William Bissett ———

as we are informed by their complaint, the record and proceedings of which said ~~judgment~~ Decree we have caused to be brought into our Supreme Court of the state of Illinois, at Ottawa, before the justices thereof, to correct the errors in the same, in due form and manner, according to law; therefore we command you, that by good and lawful men of your county, you give notice to the said State Bank of Illinois, Hart L. Stewart, Lorenzo P. Sanger & John S. Wallace

that they be and appear before the justices of our said supreme court, at the next term of said court, to be holden at Ottawa, in said state, on the second Monday in ——— June — next, to hear the records and proceedings aforesaid, and the errors assigned, if they — shall see fit; and further to do and receive what said court shall order in this behalf; and have you then there the names of those by whom you shall give the said State Bank, Stewart, Sanger & Wallace — notice, together with this writ.

Witness, the Hon. **SAMUEL H. TREAT**, Chief Justice of our said Court, and the seal thereof, at Ottawa, this 28th day of March — in the year of our Lord one thousand eight hundred and fifty one.

L. Leland **Clerk of the Supreme Court.**

[12382-103]

(28)

Burleigh Hunt et als.
v
Hart L. Stewart shals.

Sci. Fa. to Cook.

June Term 1857.

We do hereby acknowledge due service of the within writ.
April 1. 1857

Filed June 9th 1857.

Executed by reading to the within named Hart L. Stewart and Lorenzo D. Langer this 1st day of April 1857 at the State Bank of Illinois at Ottawa & John S. Wallace not found in my County.

Fees.
2 Services 1.00
2 Writs — 10
Return — 10
$1.20

Wm. L. Church Sheriff
of Cook County

Rail

Chicago April 29. 1851.

L. Leland Esq.
Ottawa.

Dear Sir.

In case of
Bailey Hunt et al v. Hart &
Stewart et al. Please send
me writ of Error to
Sheriff of Clark County.
I want it to come to
Us Marshal Eastern Dist
State Rules of Illinois.

Yours Truly
J. N. Arnold

[12382-104]

State of Illino's---Supreme Court, 3d Division.
JUNE TERM, 1851.

Burleigh Hunt, Charles Taylor, Henry B. Hunt, Freeman Bridge and William Bissett,
vs.
The State Bank of Illinois, Hart L. Stewart, Lorenzo P. Sanger and John S. Wallace.

} Error to Cook.

It appearing by affidavits on file in the Clerk's office of the Supreme Court of said State, Third Division, in the above entitled cause, that John S. Wallace, one of the above named defendants in error, resides in the State of Indiana, and is a nonresident of this State so that process cannot be served upon him, and that the name of his place of residence and post office is unknown, —that Lorenzo P. Sanger, another of said defendants in error, resides in St. Louis in Missouri, and without the limits of this State, so that process cannot be served upon him;—Now you, the said defendants, Wallace and Sanger, are hereby notified that a writ of Error has been sued out of this office in the above entitled cause, returnable on the second Monday in June next, at a Term of the Supreme Court then to be held at Ottawa, in Lasalle County in said State, and that unless you shall enter your appearance herein on the said 2d Monday of June next, this cause will stand for hearing as if you had been regularly summoned by Scire Facias.

LORENZO LELAND, Clerk of said
Ottowa, March 29th, 1851 Supreme Court.
ARNOLD & GARDNER, Atty's for Pltfs in Error ap2.

The undersigned, publishers of the Chicago Daily Tribune, a newspaper of general circulation, printed and published in the city of Chicago, county of Cook, and State of Illinois, hereby certify that the advertisement of Burleigh Hunt, et al. vs. The State Bank of Illinois, a copy of which is hereunto attached, was published in said paper regularly, without interruption, from the second day of April, 1851, to the second day of May, A.D. 1851, both inclusive

Stewart & Co

Printers fee, $3.00
Paid by Arnold & Gardner
Stewart & Co

[12382-105]

Burleigh Hunt etals.

vs

State Bank of Ill. etals.

Notice publish.

Filed June 12th 1857.

L. Leland Clk.

State of Illinois, sct.

WRIT OF ERROR—FREE TRADER PRINT.

The People of the State of Illinois,

To the Clerk of the Circuit Court for the County of Cook —— GREETING:

BECAUSE in the record and proceedings, as also in the rendition of the ~~judgment~~ decree of a plea which was in the Circuit Court of Cook — county, before the Judge thereof, between The State Bank of Illinois, Hart L. Stewart, Lorenzo P. Sanger, & John S. Wallace ——— Complainants — ~~plaintiff~~ and Burleigh Hunt, Charles Taylor, Henry B. Hunt, Truman Bridges & William Bryant defendants it is said manifest error hath intervened, to the injury of the aforesaid defendants as we are informed by their complaint, and we being willing that error, if any there be, should be corrected in due form and manner, and that justice be done to the parties aforesaid, command you that if judgment thereof be given, you distintly and openly, without delay, send to our Justices of the Supreme Court the record and proceedings of the plaint aforesaid, with all things touching the same, under your seal, so that we may have the same before our justices aforesaid at Ottawa, in the county of La Salle, on the 2d Monday in June — next, that the record and proceedings, being inspected, we may cause to be done therein, to correct the error, what of right ought to be done according to law.

WITNESS, the Hon. Samuel H. Treat, Chief Justice of our said Court, and the seal thereof, at Ottawa, this 28th day of March in the year of our Lord one thousand eight hundred and fifty one.

L. Leland *Clerk of the Supreme Court.*

[12382-10]

Burleigh Hunt et al.

vs

Hart & Stewart et al.

Writ of Error

Filed March 28. 1854.

R. Veland Clk.

STATE OF ILLINOIS, } The People of the State of Illinois,
Supreme Court. }

To the Sheriff of the County of Sangamon – Greeting:

BECAUSE in the record and proceedings, and also in the rendition of the ~~judgment~~ Suit of a plea which was in the circuit court of Cook county, before the Judge thereof, between The President, Directors & Company of the State Bank of Illinois, Hart L. Stewart, Lorenzo P. Sanger, & John S. Wallace, Complainants – and Burleigh Hunt, Charles Taylor, Freeman Bridges, William Bissett, Rufus Tiffany & Henry B. Hunt Defendants it is said that manifest error hath intervened, to the injury of the said Burleigh Hunt, Charles Taylor, Henry B. Hunt, Freeman Bridges & William Bissett as we are informed by their complaint, the record and proceedings of which said ~~judgment~~ Suit we have caused to be brought into our Supreme Court of the state of Illinois, at Ottawa, before the justices thereof, to correct the errors in the same, in due form and manner, according to law; therefore we command you, that by good and lawful men of your county, you give notice to the said State Bank of Illinois, Hart L. Stewart, Lorenzo P. Sanger & John S. Wallace that they be and appear before the justices of our said supreme court, at the next term of said court, to be holden at Ottawa, in said state, on the second Monday in June – next, to hear the records and proceedings aforesaid, and the errors assigned, if they – shall see fit; and further to do and receive what said court shall order in this behalf; and have you then there the names of those by whom you shall give the said State Bank, Stewart, Sanger & Wallace – notice, together with this writ.

Witness, the Hon. **SAMUEL H. TREAT**, Chief Justice of our said Court, and the seal thereof, at Ottawa, this 28th – day of March in the year of our Lord one thousand eight hundred and fifty one.

L. Leland Clerk of the Supreme Court.

[12382-107]

Burleigh Hunt et al.

v.

Hart L. Stewart et al.

Sci. Fa. to Sangamon

To June Term 1851.

Filed June 9th 1851.

I have this day served the within summons on Nicholas H. Ridgley and John Colhoun, two of the Trustees of the State Bank of Illinois, by delivering to each of them a certified copy thereof. The within defendants are not found in my county. April 8. 1851.

2 summons	1.00
2 copies	1.00
2 miles travel	10
Return	10
	$2.20

Josiah Francis, Sh'ff
Sangamon Co. Ill.

April 8