

No. 14690

Supreme Court of Illinois

Ring

vs.

Powell.

STATE OF ILLINOIS,
SUPREME COURT,
THIRD GRAND DIVISION.

No. 240

J. W. Middleton & Co., Stationers, 196 Lake St.

At a regular Term of the Circuit Court of the
County of Winnebago in the State of Illinois, held at
the Court House in Rockford in said County on the
25th day of April A. D. 1853.

Present the Hon Benjamin R. Sheldon, Judge
" William Brown, State Attorney
" King N. Milliken Sheriff.
Attest " Charles H. Shafford, Clerk

Bill

~~I, the undersigned, do hereby certify that the following is a true and correct copy of the original of the above Bill of Sale.~~
Locally in Person of the County of Winnebago in the
State of Illinois, hereby complaining, that the said
County of Winnebago in the State of Illinois, on the 25th day of April A. D. 1853, and for a long time before that
time, he had been the owner of a certain lot of land and
premises situated in the Village of Rockford in said
County of Winnebago and the appurtenances
therunto belonging and appertaining particularly
described in the deed thereof, a copy of which marked
A. is herunto attached. That on said Eighth day
of April A. D. 1853 your Orator bargained and sold
said premises to one Paul B. Ring of the City of Chi-
cago in the State of Illinois for the sum of seven hun-
-dred and fifty dollars & at the day of said
Sale executed a deed of said premises to said Ring.
That by the terms of said Sale said Ring was to
pay your Orator One Hundred dollars in cash
down; that he was to pay and satisfy a certain

Mortgage then (at the time of said Sale) upon and against
said premises for the sum of \$590 on the 31st day of
July 1853. the day on which said Mortgage would
become due and payable by the terms thereof. + \$388.
on the first day of October A. D. 1853 and the sum of
1522 + the interest thereon on the first day of Jan'y A. D.
1853. and for the balance of the purchase money a-
mounting to the sum of \$3900. your Orator was to re-
ceive Virginia "Land Office Treasury Warrants" at the
price of \$2.48 per acre which said Ring was to procure
and deliver to your Complainant by or before the mid-
dle of May A. D. 1853. except one Warrant for one hun-
dred acres styled a "Land Office Exchange Treas-
ury Warrant" purporting to have been issued to one
Israel Smith + by said Smith assigned to Elisha
Ring + by said Elisha Ring assigned to Moses L.
Kellogg + which was then and there assigned by said
Kellogg to your Complainant at the instance and re-
quest of said Paul B. Ring in part payment of
said premises + in part of said sum of \$3900 and at
the said price of \$2.48 per acre. ~~but your Orator~~
and further shows that sometime in the month of
September following said Ring procured and delivered
to your Complainant three Virginia "Land Office
Treasury Warrants". one for the quantity of One hun-
dred and fifty acres. and the other two for 500 acres
each all of which were received at the aforesaid price
of \$2.48 per acre. All of which warrants amounting
in quantity to 1250 acres which at the aforesaid stip-
ulated price, would have amounted to something
more than the said sum of 3900 dollars. but at the
time of the receipt of the said three "Land Office
Treasury Warrants" said Ring asserted that your

Orator should receive all of said Warrants for the afore-
said sum of 3900 dollars, which arrangement in fact
reduced the price per acre of said Warrants to the
sum of \$2.32 & at which price they were received.

And yet Orator further shows that the said Warrants
were at the time of making the said agreement, and
at the time of receiving the same and at the present time
are valueless or nearly so, being worth but 2 cents per
acre above the office charges for issuing the same &
that at the time of promising to & at the time of receiving
said Warrants yet Orator was ignorant of the value
of the same and relied upon the representation of said
Ring as to their value. ~~That notwithstanding claiming~~
knowing the value of the Warrants, and knowing that
yet Orator was ignorant of the real value of said war-
rants and in receiving the same relied upon the rep-
resentation of said Ring as to their value. Said Ring
fraudulently and with a design to deceive and defraud
yet Orator represented said Warrants to be of great
value, and really worth much more than the agreed
price of \$2.48 per acre, and with a design of increasing
the value of said Warrants in the mind of yet Orator
^{related} many instances of large gains being made by loca-
ting said Warrants and that he had paid the sum
of two dollars per acre cash for said Warrants & that
their real value was much more than \$2.00 per acre
over the sum agreed between yet Orator & said Ring
as the price per acre, and expressed surprise from his
knowledge of the advantages of locating the Warrants
that the chances should remain as good as they were
which representations and statements of said Ring were
deceitfully & fraudulently made for the purpose of de-
ceiving yet Orator as to the true value of said Warrants.

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-nants and inducing him to receive them at a price not at all corresponding with their true value. And your orator relying upon the representations and statements of said Ring and believing the same to be true in relation to the value of said Warrants received them for the purpose and at the price aforesaid. - And your Orator further shows that that class of said Warrants styled and known as "Land Office Treasury Warrants" state in the body of the same the price at which they are issued & that that class of said Warrants styled and known as "Land Office Exchange Treasury Warrants" do not show either in the body of the instrument or elsewhere at what price they are issued - That said Ring further did signify to receive and defraud your orator at the time of the sale of said premises, and at the time your orator promised to receive said Warrants as aforesaid, exhibited to your Orator one of the latter class of Warrants styled "Land Office Exchange Treasury Warrants" which was the aforesaid "Land Office Exchange Treasury Warrant" purporting to be issued to Israel Smith & which said Ring procured to be assigned to you at the time of the sale of said premises as aforesaid.

And your Orator further shows that at that time said Ring did not exhibit to him any other Warrant nor any of that style of Warrants known as "Land Office Treasury Warrants" which show the price at which they are issued and such as he afterwards procured to be issued to, and delivered to your Orator. - And your Orator further shows that in the month of September 1857 & at the time of the delivery to your Orator by said Ring of the said three Warrants styled and known as "Land Office Treasury Warrants" your Orator expressed surprise at the amount stated in said

Warrants at the price at which they were issued & that
the said Ring for the purpose of inducing your Orator to
receive said Warrants, and allaying any suspicions
he might have as to the value of the same falsely and
fraudulently assured your Orator that the price expressed
in said Warrants was not the price at which they were
issued but merely the charges at the Office for issuing
and your Orator insists that said Warrants are valuable
or nearly so & that he was induced to receive them through
the deceitful & fraudulent representations of said Ring &
not otherwise. That it was not until quite recently that
he discovered the fraud, and learned the true value
of said Warrants & that upon the first opportunity of
discovering the fraud practiced upon him in the matter
he offered to return said Warrants to said Ring receiv-
ing the price for the same which he had allowed but
that said Ring wholly refused to receive said Warrants
or make any amends for the fraud and injury he had
done your Orator. Said Warrants are now in your hands
ready to be produced and prove as this Court may direct.

And your Orator further shows that if said consid-
eration he has received the said 100 dollars that was to be
paid down & that said Ring has paid & satisfied the
said Mortgage on said premises for the sum of \$590,
and that he has received of said Ring a wagon & har-
row at the agreed price of one hundred dollars and
an assignment of the rent of said premises from the
1st day of May 1852 to the first of Oct. 1852 at the an-
nual rent of \$100 amounting to the sum of 166 $\frac{2}{3}$
dollars & that in all aside from said Warrants
your Orator has received of the consideration of said
premises the sum of 95 $\frac{1}{3}$ leaving a balance over and
above the price of said Warrants of 403 $\frac{1}{3}$ dollars of the

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consideration of said premises still due & unpaid to
your Orator according to the terms of said bargain
& sale of said premises. And your Orator further
shows that at the time of the sale of said premises
to said Ring by your Orator as aforesaid, the said prem-
-ises were subject to the unexpired term of a lease then
-of for the term of five years from the first day of January
1853 & that Alfred E. Hale & Nathaniel S. Clarke of said
County of Ulster were the lessees of said premises at
the annual rent of \$400. for & during said term & that
at the time of the aforesaid sale to said Ring your Orator
duly assigned the said lease to Hale & Clark of said prem-
-ises to said Ring. That said Hale & Clark remained
in the possession of said premises and occupying the same
till sometime in the month of August 1853 when said
Hale & Clark abandoned the possession of said premises
& refused to comply with the terms of the aforesaid lease
& that after said Hale & Clark had abandoned the pos-
-session of said premises & refused to comply with the
terms of said lease, said Ring then insisted (which
was contrary to the truth) that your Orator was bound
-or bound or bound to said Ring plaintiff for said prem-
-ises at the annual rent of four hundred dollars.
for or to secure the payment of the ^{annual} rent during
the continuance of the term for which said Hale & Clark
had leased said premises. And afterwards to wit on
the 3rd day of September 1853 said Ring drew up and
signed and delivered to your Orator an instrument of
writing (which is attached marked D) reciting a-
-mongst other things that he said Ring was by con-
-tract with your Orator, entitled to good security for
the rent of the "Valley House" for four years and three
months from this day (the date of said instrument Sept

30. 1852) and by said instrument agreed that he would obtain from said Hale and Clark as a forfeiture for the non performance of the aforesaid lease of said premises to said Hale & Clark that he could by agreement or reference and also agreed that he would rent said house as soon as possible to a good and responsible man or men for the best consideration that he could obtain upon good security for the same and that he would pay to your orator any amount so obtained from both sources above nine hundred and seventy dollars not including the rent for the ~~entire~~ room in the basement of said house on condition that your orator should build up and well underpin the ~~side~~ the barn on said premises, relay the floor and build good and permanent stalls throughout said barn & make good feed boxes and mangers for each stall all in good and workmanlike manner within twenty days from this date. And said excess meaning the sum received above said sum of \$974 was paid to your orator within sixty days from the consummation of said settlement and leasing and your orator further shows that said excess over and above the said sum of 974 dollars to be obtained as aforesaid was to be paid by said Ring as the amount whatever sum it might be in lieu of the moneys due the fall due to your orator over and above the sums paid and received as aforesaid, and the aforesaid prices of said allanants according to the terms of their first agreement. And your orator further shows that shortly after making said last mentioned instrument of writing marked "D" he commenced doing and performing all those acts and things in to and upon said barn in said instrument specified and that before your orator had completed all those acts and things in said instrument specified.

to be done to said barn. Said Ring, being desirous to have certain repairs made upon said house on said premises told your Orator that if he would make the desired repairs upon the house your Orator should have as great a length of time to complete the barn after finishing said repairs on said house as he then had to complete the stipulated repairs & alterations upon the barn by the terms of said instrument marked "B" which was 8 days time & your Orator avers that within eight days and less after completing the repairs on said house he fully completed and finished all the repairs & alterations on said barn in said instrument specified. That your Orator is informed & believes that upon the day following the making of said instrument of writing last aforesaid said Ring settled with said Hale & Clark for the breach of their said contract of lease of said premises but what amount said Ring obtained your Orator has never been able to ascertain though he has frequently requested said Ring to inform him and your Orator further shows that said Ring let said premises remain without a tenant from the time of making said instrument to wit September 30, 1852 till the 5th day of January 1853 and that at the last he let into the occupancy of said premises one C. D. Sidmore but at what rent if any is received your Orator has never been able to ascertain. And your Orator further shows that he is informed and believes that the said Sidmore is a son in law and partner of said Paul B. Ring. And your Orator avers that said Ring should not have settled with said Hale & Clark for a less sum than \$400 for their breach of their aforesaid contract of lease and that your Orator charged said Ring at the time of making said instrument of

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writing not to settle for less than the sum of \$400 which was no more than a reasonable sum for their said breach of contract and your Orator believes and insists that that sum would have been obtained therefor had the matter been referred to impartial arbitrators. And your Orator avers that said premises should have been rented immediately and not suffered to have stood vacant from said 30th of Sept 1852 till the said 6th of Jan'y 1853 as aforesaid and that said premises might have been immediately rented to good & responsible men at the annual rent of \$300 or \$350 and that the sum of \$300 is no more than a reasonable annual rent for said premises and that said Ring deceitfully and fraudulently conceals from your Orator the amount which he received from said Kato & Clark upon the aforesaid settlement and that said Ring deceitfully and fraudulently conceals from your Orator the amount of rent stipulated to be paid by said Sidmore for said premises or said Ring has fraudulently let said Sidmore into the possession of said premises without any agreement as to the rent. Your Orator insists that said Ring did or should have received from said Kato & Clark as aforesaid the sum of \$400 and that he should have rented the said premises immediately after the said 30th of Sept 1852 at an annual rent of at least \$300. which he well might have done, and that your Orator is entitled to receive and there is justly due to him from said Ring according to the stipulations of said agreement of date Sept 30. 1852 the sum of seven hundred and one dollar and the interest thereon since the first of December 1852 and that said sum of \$701. is a part of purchase money of said premises upon the sale thereof by your Orator

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to said Ring, and the amount beyond the aforesaid price for said Land Warrants now remaining unpaid of said purchase money, & therefore your Orator insists there is now due & unpaid to him from said Ring of the purchase money of said premises the said sum of \$2900 the stipulated price of said Warrants as agreed by your Orator, and the interest thereon since the day of said purchase to wit the eighth day of April 1852 and the said sum of \$701 and interest thereon since December 1st 1852 amounting to about the sum of \$3781.00 for the payment of which your Orator is intitled to a decree against said Ring and to a lien upon said premises for the satisfaction thereof. And your Orator further shows that one Thomas Hogue as trustee for one Miram A. Tucker of the City of Chicago in the State of Illinois is or claims to be an incumbrancer of said premises under said Ring by a deed of trust or a security thereon for money loaned or to be loaned by said Tucker to said Ring. And your Orator believes and insists that whatever interest said Hogue as such trustee or said Tucker have or claim to have in or upon said premises the same has been acquired with full knowledge of the rights and claims of your Orator on said premises and that the said deed to said Hogue as trustee for said Tucker was designed to injure and delay your Orator in enforcing his rights on said premises and that the same is fraudulent and void.

And your Orator states and so charges the fact to be that the said Payl B. Ring knowingly falsely and with intent to cheat deceive and defraud your Orator in the premises represented said Virginia Land Warrants of the value hereinbefore stated knowing the same to be nearly valueless, and knowing that

your Orator was entirely ignorant of the value, and that your Orator relied wholly upon the representations of the said Ring in relation to the goodness and value thereof. Your Orator further states and so charges the fact to be that the said premises so sold by your Orator to the said Ring and which are particularly described in the deed made by your Orator to said Ring a copy of which is herunto attached marked A and which is made part of this bill of complaint were well worth at the time of said sale the said sum of forty five hundred dollars and that said Ring well knew the same.

Your Orator further charges that the said Thomas Heyne as trustee for said Tucker and also the said Tucker in whose name favor the said Ring has made the pretended deed of trust or incumbrance on said land a copy of which is herunto attached marked B and made part of this bill of complaint well knew at the time of receiving said incumbrance that the said Ring had as herein before stated fraudulently induced your Orator to receive the said Virginia Land Warrants at the rate herein before stated, and well knew that the same were almost worthless as before stated, and that your Orator had been imposed upon cheated and defrauded by said Ring in the premises. And your Orator further states and so charges the fact to be that the said Trust Deed or incumbrance is fraudulent in and of itself and made without any good consideration and is merely colorable, and was contrived and made for the sole purpose of cheating and defrauding your Orator out of his pay for the said premises. That your Orator has frequently called upon the said Paul B. Ring and requested him to take back the said Virginia Land Warrants, and pay or secure to your Orator the price for which

Said Ring imposed them upon your Orator, or to remit
 your Orator to his rights in said premises as they existed
 before said supposed sale. your Orator offering to place
 the said Ring in every respect in relation to said prem-
 -ises in as good condition as before the making of said
 deed from your Orator to him, and has frequently request-
 -ed him to exhibit and show to your Orator the terms of the
 settlement with Hale & Clark and the terms of the lease
 to D. D. Sidmore. And has frequently requested the said
 Hoyle and Tucker, who together with the said Paul B.
 Ring your Orator prays may be made defendants here-
 -in to cancel and utter satisfactory upon the said trust
 deed or incumbrance, with which said reasonable re-
 -quests of your Orator, your Orator had well nigh had the
 said Ring and the said Hoyle and Tucker could
 have complied. But now so it is, may it please your
 Honor, the said Ring and the said Hoyle and Tucker
 conspiring and confederating together (and with divers
 other persons whose names are at present unknown to
 your Orator, but which when discovered your Orator prays
 may be inserted herein as defendants with proper
 after words to charge them) how to oppress, injure, and
 harass and impoverish your Orator, ~~in spite of the law~~. All
 which actings and doings on the part of the said Ring &
 the said Hoyle and Tucker are contrary to equity
 and good conscience and tend to the manifest
 wrong and injury of your Orator. In tender con-
 -sideration whereof, and inasmuch as your Orator
 is remediless at and by the strict rules of the common
 law and can only be relieved in a court of equity where
 matters of this sort are properly cognizable and reliev-
 -able. By the end therefore that the said Paul B. Ring
 and Thomas Hoyle and Samuel A. Tucker may

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respectively full true direct and perfect answers make
your Orator waiving pursuant to the Statute the neces-
-sity of the answer of said Defendants being under the
oaths of said Defendants, according to the best of their ^{best}
respective knowledge information and belief to all and
singular the matters & charges aforesaid and that as
fully and particularly in every respect as if the same
were here again repeated and they thereunto particular-
-ly interrogated. And that the said payment and de-
-livery of said Land Office Exchange Treasury War-
-rant and the said Land Office Treasury Warrants
to your Orator as aforesaid by said Paul B. Ring may
be decreed fraudulent and void and of no effect and
that said Ring discover and exhibit his acts and doing
in and about the settling with said Halsey Clark and
about the leasing or failing to lease and finally per-
-mitting the said Edmond to occupy said premises with
with or without any express agreement for rent and if
said acts are contrary to the rights of your Orator they
may be decreed fraudulent void and that said Ring be
decreed to pay to your Orator such sum in money as
he would have been entitled to have received of said
Ring by and under the terms of the aforesaid instru-
-ment of date September 31. 1852 had its stipulations
been fairly complied with on the part of said Ring
together with interest thereon from the time the same
should have been paid and that a decree may be
entered directing said Ring to pay your Orator
the said sum of \$3900 in money and interest
thereon from the aforesaid day of date of said prom-
-ises and that in default of payment of said sums
of money or either or any part of either of them that
the aforesaid premises be sold and the proceeds applied

to the payment of the purchase money. and that the said
 Deed of trust to said Wayne & Tucker be declared fraudulent
 and void and that the said Ring may be restrained
 by injunction from this Honorable Court from selling or
 in any manner incumbering said premises. And
 that your Orator may have such further or such other
 relief as the nature of his case shall require or as may
 be agreeable to equity. And may it please this Hon
 Court not only to grant unto your Orator the writ of
 injunction of the State of Illinois issuing out of under
 the Seal of this Court & directed to said Paul B Ring
 & Wayne & Tucker restraining them and each of them
 their agents and attorneys, from doing or causing to
 be done any act to further incumber or to increase
 the incumbrances on said land and particularly
 to restrain said Tucker from loaning any other or
 further sums of money to said Ring or any other
 person upon the security of said premises but also the
 writ of subpoena of the State of Illinois to be directed
 to the said Paul B. Ring Thomas Wayne and Henry
 A. Tucker thereby commanding them and every of
 them at a certain day and under a certain penalty
 to be therein named. to be and appear in the Circuit
 Court of the said County of Winnebago on the Cham
 -ber side thereof to answer in the premises and abide
 by the order and decrees of this Honorable Court in
 the premises. And your Orator will ever pray &c
 Leuelin Powell.

Wm Lathrop &

J. L. Loop Solr for Comp.

"D"

Whereas by contract with Leuelin Powell I was entitled
 to good security for the rent of the "Valley House" so called

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in the Village of Cherry Valley for four years and three months from this day, at four hundred dollars per year. Now therefore I hereby agree that I will obtain from Hale & Clark as a fixture of the contract upon a lease of said House that I can by agreement or reference and also that I will as soon as possible rent said house to a good and responsible man or men for the best consideration that I can obtain upon good security for the same & that I will pay to said Powell any amount so obtained from both sources above mentioned and seventy four dollars, not including the rent for the bath room in the basement of said house on condition said Powell shall level up and will underpin the sills of the barn on the premises with said house, relay the floor and build good and permanent stalls throughout said barn and make good feed boxes and mangers for each stall, all in good and workmanlike manner within twenty days from this day. Said Ring to pay the cost of all labor necessary in completing the same. Said man to be as good and responsible for the rent as said Hale and Clark. Said excuse to be paid to said Powell within sixty days after the consummation of said settlement & leasing. Dated at Cherry Valley this 30th day of September 1852. Paul B. Ring.

Oct 28. Rec^d the within claim as security from S. Powell. Elisha Foster.

A

This Indenture Made this eighth day of April in the year of our Lord One thousand eight hundred and fifty two, Between Levein Powell and Amanda Powell his wife of the Village of Cherry Valley

County of Winnebago and State of Illinois of the first part
 and Paul B. Ring of the County of Cook and State aforesaid
 of the second part. Witnesseth that the said party
 of the first part for and in consideration of the sum of
 four thousand and five hundred dollars to them in
 hand paid the receipt of which is hereby acknowledged
 have granted bargained sold conveyed and confirmed
 and do hereby grant bargain sell convey and confirm
 unto the said party of the second part and to his heirs
 and assigns forever all that tract or parcel of land
 situate and being in the Village of Cherry Valley County
 of Winnebago and State of Illinois and known and
 described as follows to wit: Lot No one (1) in Block No
 four (4) in said town of Cherry Valley as the same is
 laid down and designated on a map of said town
 filed of record in the Office of the Recorder of said County
 of Winnebago pursuant to law. Excepting and reserving
 the right of way heretofore granted by the party
 of the first part to the Galena and Chicago Union Rail
 Road Company over said lands. And also excepting
 and reserving a part of said land above described and
 described as a strip or parcel of land lying along the
 North line of said lot above mentioned and extending
 from its northeast corner eighty two feet and being forty
 feet in width the west line of the parcel so reserved run
 ning at right angles into the North line of said lot
 and the South line of said reserved parcel running
 parallel to said North line forty feet South thereof.
 Together with all and singular the appurtenances
 thereto belonging or in any wise appertaining.
 To Have and to Hold the above described premises unto
 the said party of the second part his heirs and assigns
 forever. And the said party of the first part for him-

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self and his heirs executors and administrators doth
covenant and agree to and with the said party of the
second part his heirs and assigns that he is well seized
of the premises above conveyed as of a good and indefea-
sible inheritance in the Law in fee simple and that the
said premises are clear of all incumbrances whatsoever
And the said party of the first part the aforesaid prem-
ises unto the said party of the second part his heirs and
assigns against the claims or claims of all and every
person whomsoever doth and with Warranty and forever
Defend by these presents. In Witness Whereof the said
party of the first part has hereunto set their hands and
seals on the day and year first above written.

Executed in presence of Sewellin Powell Seal
of G. B. Eastman Amanda Powell Seal

State of Illinois I, Gustavus B. Eastman a Notary
County of Winnebago being Public in and for said Coun-
ty do hereby certify that Sewellin Powell and Amanda
Powell his wife personally known to me to be the persons
whose names are subscribed to the foregoing deed as
having executed the same appeared before me this
day in person and acknowledged that they signed
sealed and delivered the same as their free and
voluntary act and deed for the uses and purposes
therein set forth. And the said Amanda Powell person-
ally known to me to be the wife of the said Sewellin Powell
and as the person who subscribed said deed as such
having been by me made acquainted with the contents
and meaning of said instrument of writing and exam-
ined separately and apart from husband and acknowledged
that she had executed the same and relinquished her
dower to the lands and tenements therein mentioned

Voluntarily freely and without compulsion of her said hus-
-band Given under my hand and Notarial Seal at
my Office at Rockford this ninth day of April A D 1852

Gustavus B. Eastman

Seal.

Notary Public

(Rec Book U of Deeds page 460)

"B"

This Indenture Made this fifteenth day of June
eighteen hundred and fifty two Between Paul B Ring
party of the first part and Thomas Keyser of Chicago
Illinois party of the second part. Witnesseth that where-
-as said Paul B. Ring and Harry B. Ring is justly
indebted to Miriam A. Tucker of Chicago in the sum
of One thousand dollars secured further by the promise
-of a note of said Paul B. Ring payable to said Miriam
A. Tucker in four months (4) from date at the rate of
two per cent interest being for the actual loan of money
And whereas the said Paul B. Ring may from time to
time hereafter, within the term of two years from this date
become indebted to the said Miriam A. Tucker in other
sums and amounts of money that may be loaned and
Paul B. Ring by said Miriam A. Tucker within the period
aforesaid, and which ^{there} further and other sums may be
evidenced and secured by a promissory note or notes
or by a bill or bills of exchange drawn by said Paul
B. Ring and payable to said Miriam A. Tucker
Now therefore these presents witness that the said party
of the first part in order to secure the prompt and punc-
-tual payment of the said promissory note above men-
-tioned according to its tenor and effect and of all other
sums of money aforesaid which may be loaned to said
Paul B. Ring by said Miriam A. Tucker to be evidenced
as aforesaid and within the time aforesaid and in con-

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-Redemption of the sum of one dollar in hand paid by
Said party of the Second part to the Said party of the first
part, the receipt whereof is hereby acknowledged has and
by these presents doth grant bargain and sell unto the Said
party of the Second part his heirs and assigns forever all
that certain piece or parcel of land situate lying and
being in the County of Winnebago and State of Illinois
and known and described as follows to wit: Lot No one (1)
in Block Number four (4) in said County and Town
of Cherry Valley as the same is laid down and designated
on a map of said Town of Cherry Valley filed for record in
the Office of the Recorder of said County of Winnebago
pursuant to law. Excepting and reserving the right of
way heretofore granted by ^{one} Sewellin Powell to the Galena
and Chicago Union Rail Road Company over said
land; and also reserving a part of said land above de-
scribed and described as a strip or parcel of land lying
along the North line of said lot above mentioned and ex-
tending from its North east corner eighty two feet and be-
ing forty feet in width, the west line of the parcel so
reserved running at right angles with the North line
of said Lot, and the South line of said reserved parcel run-
ning parallel to said North line forty feet South thereof.
To Have and to Hold the said premises above described
with the hereditaments tenements and appurtenances
thereunto belonging to the Said party of the Second part
his heirs and assigns forever. In trust nevertheless to wit
In trust in case default shall be made by said Harry
B. Ring & Paul B. Ring or either of them their or his
executors or administrators to pay the said promissory
note first above mentioned to the said Kiram & Tucker
or his executors administrators or assigns according to
its tenor and effect, or in case default shall be made

by said Paul B. Ring or any or either of them to pay any
 other sum of money that may hereafter be loaned to
 said Paul B. Ring and Harry B. Ring by said Miram
 A. Tucker and secured as aforesaid by a promissory
 note or notes bill or bills of exchange, provided said note
 or notes bill or bills of exchange shall express upon their
 face that said note or bill of exchange is intended to be
 secured by and under this deed of trust, when the same
 shall become respectively due and payable then and in
 that case, on the application of said Miram A. Tucker
 his legal representatives or assigns it shall and may be
 lawful for said party of the second part or his personal
 representatives to enter into and upon all and singular
 the premises hereby granted or intended to be used as the
 Attorney of said party of the first part for such purpose
 duly constituted irrevocably or in the name of said party
 of the second part his heirs executors or administrators or
 in such other manner as said party of the second part
 or his legal representatives shall judge best to sell and
 dispose of the same or any part share or portion thereof
 and all right benefit and equity of redemption of said
 party of the first part his heirs and assigns therein
 at public auction at such time or place as said party
 of the second part or his legal representatives may deem
 proper and to adjourn said sale from time to time as
 said party of the second part or his legal representatives
 may think proper for the highest and best price the same
 will bring in cash two days notice having been previously
 given of the time and place of such sale by advertisement
 in one of the public newspapers printed in Chicago in the
 County of Cook and State of Illinois and out of the proceeds
 or a sale of such sale and the purchase money paid there-
 on after paying all costs of advertising and sale thereof

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and of making all proper conveyances to the purchaser or purchasers at such sale as aforesaid and all other expenses of this trust shall pay unto the said Hiram A. Tucker his executors administrators or assigns all such sum or sums of money as shall be due on said above described promissory note or account thereof or upon any other note or bill of exchange made by said Paul B. Ring to said Hiram A. Tucker within the time aforesaid from money loaned by said Hiram A. Tucker to said Paul B. Ring or either of them and expressed to be secured by this instrument and rendering the surplus if any there be unto the said Paul B. Ring his executors administrators or assigns and in every such case it is hereby declared by said party of the first part that no duty or liability shall rest upon the purchaser or purchasers at such sale to be to or be responsible for the application of the purchase money. And the said party of the second part or his legal representatives as the attorney of the said party of the first part for such purposes by these presents duly constituted irrevocably or in the name of the said party of the second part or his legal representatives or in such other manner and form as may be legal and proper shall make and deliver to the purchaser or purchasers at such sale a good and sufficient deed and deeds of conveyance for the same in the law without personal covenants, which sale so made shall be a perpetual bar in law and equity against said party of the first part his heirs and assigns and all persons claiming or to claim the same by strong or under them or any of them. And upon the further trust that after and upon full payment and satisfaction of said promissory note and other note or bill of exchange made and given by the said Paul B. Ring to the said

Miram A. Tucker within the time aforesaid, and expected
 to be secured as aforesaid and for money loaned as
 aforesaid and of the expenses of this trust, and after, and
 upon receiving satisfactory notice thereof from the said
 Miram A. Tucker his executors administrators or assigns
 the said party of the second part shall convey back to
 the said party of the first part his heirs or assigns the
 above described premises or such part thereof as shall
 remain unsold after the full satisfaction and discharge
 of the trust herein above mentioned and the expenses
 thereof. And the said Paul B. Ring party of the first
 part for himself his heirs executors administrators or
 assigns doth covenant and agree to and with the said
 party of the second part his heirs executors adminis-
 trators and assigns that at the time of unsealing and
 delivery hereof he is well seized of the premises above con-
 veyed as of a good sure perfect absolute and indefeasible
 estate of inheritance in the law in fee simple and has
 good right full power and lawful authority to grant
 bargain and convey the same in manner and form
 aforesaid and that the same are free and clear of all
 incumbrances of what kind or nature soever. And that
 the above bargained premises in the quiet and peaceable
 possession of the said party of the second part his heirs
 executors administrators and assigns against all and
 every person or persons claiming or to claim the whole or
 any part thereof will forever warrant and defend. And
 further that he the said party of the first part his heirs
 and legal representatives shall and will pay or caused
 to be paid all and every tax and assessment and
 assessments ordinary and extraordinary that have
 been already or that may be hereafter levied and as-
 sessed upon said premises until the sums of money

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highly secured by this deed, and the expenses of this trust shall be fully paid on the said premises by said under and by virtue hereof. In witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Sealed and delivered } Paul B. Ring Seal
in presence of H. B. Ring } Sarah Ring Seal.

State of Illinois } I Henry W. Clark a Notary Public in
Cook County Ill. } and for said County in the State of said
do hereby certify that Paul B. Ring and Sarah Ring his
wife personally known to me as the persons whose names are
subscribed to the annexed deed of Trust appeared before
me this day in person and acknowledged that they signed
sealed and delivered the said instrument of writing as
their free and voluntary acts for the uses and purposes
therein set forth. And the said Sarah Ring wife of the
said Paul B. Ring having been by me examined separate
and apart and out of hearing of her husband and the con-
-tents and meaning of said instrument of writing hav-
-ing been by me made known and fully explained to her
acknowledged that she had freely and voluntarily ex-
-ecuted the same and relinquished her dower to the lands
and tenements therein mentioned without compulsion
of her said husband and that she does not wish to retract
the same. Given under my hand and Notarial Seal
this 15th day of June A D 1852.

Seal.

Henry W. Clark
Notary Public

Recorded Book of Mortgages page 1113.

"Endorsed" Filed March 28 A D 1853. C. H. Spafford. clk.

~ ~ ~ Summons ~ ~ ~

State of Illinois
 Winnebago County 3rd D.

The People of the State of Illinois
 To the Sheriff of said County, Greeting - We command
 you to summon Paul B. Ring Thomas Hoynes and
 Miriam A. Tucker if to be found in your County, per-
 -sonally, to appear before the Circuit Court of said Coun-
 -ty on the first day of the next term thereof to be holden
 at the Court House in Rockford on the 25th day of
 April A. D. 1853 to answer a certain bill of complaint
 filed in our said Circuit Court on the Chancery side
 thereof against them by Leveille Powell and here
 you then and there this writ and make return thereon
 in what manner you execute the same - Witness
 C. N. Spafford Clerk of our said Court at Rockford
 this 28th day of March A. D. 1853

(Seal)

Attest C. N. Spafford. Clerk

Endorsed. Served by reading to Paul B. Ring
 March 28, 1853

K. H. Milliken Sheriff
 E. Ratcliff Deputy.

~ ~ ~ Answer of Paul B. Ring ~ ~ ~

Winnebago Circuit Court in Chancery sitting.

Separate answer of Paul B. Ring Defendant to
 the Bill of Complaint of Leveille Powell against this
 Defendant Tho^s Hoynes & M. A. Tucker. This Defen-
 -dant now and at all times hereafter saving and ex-
 -ceiving unto himself all and all manner of benefit
 and advantage of exception to the many wrongs and

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insufficiency in the Complainant's said Bill of Complaint contained for answer therunto or unto so much and such parts thereof, as this Defendant is advised is material for him to make answer unto answering says, he admits that on the eighth day of April A. D. 1853 and previous to that time the complainant was the owner in fee of a farm house and premises situate in the Village of Cherry Valley in said County of Winnebago and the appurtenances therunto belonging referred to and described in the Complainant's said Bill of Complaint. And this defendant admits that on the eighth day of April A. D. 1853 the Complainant sold the said premises to him and executed and delivered to him a deed thereof, but he denies that the consideration for the said premises was the sum of four thousand five hundred dollars and avers that that sum was inserted in said deed without the knowledge or consent of this Defendant and contrary to the understanding between the Complainant and this Defendant - And this Defendant denies that the terms of the said Sale were as they are alleged in the Complainant's said Bill of Complaint and avers that they were in exact accordance with an agreement in writing entered into between this Defendant and the Complainant, a copy of which agreement is hereto annexed and marked "A" and made a part of this answer, and upon no other terms whatever except that before or at the execution of the said agreement this Defendant as part of the consideration for said bargain or agreement procured a land warrant styled a Land Office Exchange Treasury Warrant being the same described in the Complainant's said Bill of Complaint to be assigned to the Complainant - And this Defendant denies that the land to which the Complainant would be entitled by

the above mentioned Land Warrants or by any or all of the
 Land Warrants by this Defendant sold to the Complainant
 was by both or either of the parties considered and reckoned
 at the value of \$2.⁴⁸ per acre or at any given and particu-
 -lar price whatever; and this Defendant distinctly and
 explicitly denies that in the agreement between him and
 the Complainant the 1250 acres of land represented by said
 Land Warrants were reckoned and considered at the val-
 -ue of \$2900 or that the said Warrants were received at
 that price in. And this Defendant denies that the said
 Warrants were at the time of the said sale valueless
 or nearly so, but they entitled the holder the number
 of acres of land specified therein and he denies that the
 Complainant was before or at the time of the sale ignorant
 of the value of the said Warrants or that he in any man-
 -ner relied upon the representations of this Defendant as
 to their value, for he expressly denies making any repre-
 -sentations as to the value of said Warrants, but this De-
 -fendant avers and charges the same to be true that the
 Complainant as he alleged to this Defendant at the time
 of making said sale relied entirely upon his own knowl-
 -edge as to the value of the said Land Warrants, that he
 told this Defendant at the time of said sale and has since
 told this Defendant, and offers that he knew the value of
 Virginia lands, that he had written to a friend to ascer-
 -tain what they were worth and that he was well posted
 with regard to them and desired to go to Virginia to live
 And this Defendant charges that the contract and sale
 of the said premises were made at the earnest sollicita-
 -tion of the Complainant who stated to him (this Defendant
 meaning) that he was in want of money, that his proper-
 -ty was incumbered by a trust deed, and that he wished
 to dispose of it and move South where he could enjoy better

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heath. And this Defendant denies that with any design to deceive and defraud the Complainant he represented the said Warrants to be of great value and really worth \$2⁴⁸ per acre or more or that he represented them to be worth any particular sum per acre. And this Defendant denies that for the purpose of enhancing the value of the said Warrants in the estimation of the Complainant or for any purpose he related many instances of large gains being made by locating said Warrants, and he avers that the Complainant throughout the whole transaction with him (this Defendant meaning) relied wholly upon his own knowledge as to the value of the said Land Warrants, and did not purchase them in consequence of any representation made by this Defendant, for no representation was made him.

And this Defendant admits that that class of Warrants styled Land Office exchange Treasury Warrants do not state in the body of them or elsewhere the price at which they were issued, and also admits that he did exhibit to the Complainant one of that class of said Warrants but avers that the same was done without any design of defrauding or injuring the Complainant and avers that he, at the express solicitation & request of the Complainant procured that class of Warrants styled the Land Office Treasury Warrants, and delivered the same to the Complainant on the tenth day of June 1852 and not in September as alleged in the Complainant's said bill of complaint, for the reason that the Complainant desired that Warrants should be obtained running directly to him, and this Defendant at his request procured them so to be issued. And this Defendant avers that there was no difference whatever in the value of the said Warrants both entitling him to equal privileges and advantages mainly to the quantity of land

named therein of any of the public lands of Virginia
 subject to be located, or to entry. And this Defendant denies
 that in the month of September 1852 or at the time when
 this Defendant delivered to the Complainant the three Land
 Warrants known as the Land Office Treasury Warrants
 to the said Complainant expressed surprise at the amount
 stated in said Warrants as the price at which they were
 issued, and he denies that he told the Complainant that
 the price expressed in said Warrants was not the price at
 which they were issued or that the price expressed as aforesaid
 was merely the charges at the Office for issuing; and he
 further denies that he made any deceitful fraudulent or
 other representations whatever at the time of delivering the
 said Warrants or at any other time during the negotiations
 between him and the Complainant. And this Defendant
 admits that on or about the 28th day of March 1853 the
 Complainant urged him to take the said Warrants back
 saying that they were of little value, and that this Defen-
 -dant refused so to do for the reason that the whole matter
 had before been settled between them, but he denies that
 the Complainant offered to place this Defendant in any
 condition in relation to said premises as he was before the
 making of the said deed. And this Defendant admits
 that he paid to the Complainant \$140 in cash down, that
 he paid and satisfied the said Mortgage or incumbrance
 by trust Deed, conveying said premises as security that
 he delivered to the Complainant a wagon and harness
 at the stipulated price of \$100. and that he assigned to
 the Complainant the rent of the said premises from the
 first day of May 1852 to the first day of October 1852 at
 the annual rent of four hundred dollars as set forth
 in the Complainant's said bill of complaint and that of
 the consideration of said premises aside from the said

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Warrants there has been paid by this Defendant to the Com-
plainant the sum of \$950.²⁵ and avers that had the
Complainant fulfilled the conditions of the contract before
referred to a copy of which is hereto annexed & marked
C, there would have been due on said premises the sum
of \$440.⁷⁵ or thereabouts; but he avers that none of the said
conditions have been performed by the Complainant by
reason of which neglect this Defendant has been greatly
injured and defrauded. And this Defendant avers that
on the tenth day of June 1852 he paid said Complainant
the sums named and receipted upon exhibit C of that
date and delivered to the Complainant the said Land
Warrants entitling the holder to locate out of the public
lands of Virginia 1150 acres in full of the consideration
of said premises with the exception of the \$440.⁷⁵ or therea-
-abouts which would have become due on the fulfilment
of the conditions of the said contract. And this Defendant
admits that at the time of the sale of the said premises
to this Defendant they were subject to a lease given for the
term of five years from the first day of January 1852
and that Alfred E. Hale and J. S. Clark were the
lessees of the said premises at the annual rent of \$400.
for and during said term, but he denies that the Com-
plainant ever assigned the said lease to this Defendant
otherwise than by the agreement hereto annexed and marked
A, and avers that on account of the terms of the said lease
that the said Hale and Clark refused to attorn to this
Defendant. And this Defendant admits that the said
Hale and Clark remained in the possession of the said
premises and occupied the same till sometime in the
month of August 1852 when they abandoned the posses-
-sion of the said premises. And this Defendant admits
that then he invited and does still invite that by the terms

of the contract entered into between them April 8, 1852 a
 copy of which is herewith annexed and marked (A) the
 Complainant was bound to secure to him the benefit of said
 of the said premises at the annual rent of four hundred dollars
 by fulfilling the conditions of said lease on his part so as to
 make it binding on the lessee, and he avers that the rents
 to accrue on the said lease was among the chief consider-
 -ation and inducement for the purchase of the said prem-
 -ises by him. And this Defendant admits that on 30th day
 of Sept 1852 a contract or agreement was entered into between
 the Complainant and this Defendant as is set forth in the
 Complainant's said bill of complaint, and that by the said
 agreement this Defendant became bound to obtain from the
 said Hale and Clark as a forfeiture for the nonperformance
 of the specified lease of the said premises what he could by
 agreement or reference and also to rent the said premises
 as soon as possible to good and responsible man or men for
 the best consideration that he could obtain upon good secu-
 -rity for the same and to pay to the Complainant any amount
 so obtained from both sources above nine hundred and seven-
 -ty four dollars not including the rent for the north room
 in the basement of said house on condition that the Com-
 -plainant should erect up and well underpin the sills of the
 barn upon said premises, relay the floor and build good
 and permanent stalls throughout said barn and make
 good feed boxes and mangers for each stall all in a
 good & workmanlike manner within twenty days from that
 date and to pay the said excess above the said sum of \$974
 to the Complainant within sixty days from the consumma-
 -tion of said settlement and leasing. And this Defendant
 further says that said excess over and above the said sum
 of \$974 to be obtained as aforesaid was to be paid by him to the
 Complainant less the amount of excess whatsoever sum it might

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be in lieu of the money due and to fall due to the Complainant over and above the sum paid and received as aforesaid and the said Land Warrants; but he denies that any given price or value was given to the said Warrants by them in making said trade - And this Defendant denies that shortly after the date of the said last mentioned agreement the Complainant did begin to perform his agreement to build and repair said barn or to perform any of the covenants entered into by him or that he has ever fully done so to the knowledge belief and information of this Defendant. And this Defendant denies that he ever told the Complainant, that if he would make the desired repairs upon the house mentioned in said Bill of Complaint he could have as great length of time to complete the repair of the barn as he by the terms of the agreement they had to complete the repairs stipulated there done on said barn and he denies that the terms of the said agreement were ever varied or changed in the least possible degree. And this Defendant denies that the Complainant did within the time specified to the knowledge or belief of this Defendant perform the covenants to repair the barn and the other conditions in the last above mentioned agreement specified. And this Defendant admits that soon after the date of the agreement last mentioned he settled with the said Hale and Clark, for their abandonment of the premises and that for the same, they the said Hale & Clark gave this Defendant their notes for two hundred dollars due in six months or thereabouts without interest. And he avers that the reason he settled with them for so small an amount was because the Complainant had never fulfilled and complied with the conditions of the said lease on his part upon which

by the terms thereof it could only bind the lessee to pay rent so
 that in fact as far as the Complainant or his assignee was
 concerned it was inoperative and void. at the option of
 said Hale & Clark. and he avers that the said Hale and
 Clark as a reason for their leaving the said premises
 stated that the Complainant had not fulfilled his part of
 the agreement under which they took the premises and
 that they were in no way bound to remain in possession
 of said premises or pay any rent therefor. and that from his
 knowledge of the facts he deemed it expedient and best to
 settle with the said Hale and Clark for the sum above men-
 tioned. And this Defendant further states that the aban-
 doning of the said premises by the said Hale and Clark
 worked a great injury to him (this Defendant meaning)
 as no person or persons could be found by this Defendant
 of equally desirable as tenants and responsible who were
 willing to lease the said premises. And this Defendant
 admits that said premises remained without a tenant
 from the time of the abandonment of them by the said
 Hale & Clark till the sixth day of January 1858 and
 that on that day he leased the same to one E. B. Sidmore
 and that with him he made the following agreement
 viz: that the said Sidmore should go into ^{the} possession of
 the premises and keep the said house until this Defen-
 dant could get a permanent tenant or otherwise dis-
 pose of the said premises at whatever price or rent he the
 said Sidmore should be able to pay. and such sum as
 should be reasonable from the amount of business done by
 him. And this Defendant denies that the said Sid-
 more is a son-in-law of him or that he is in any way
 whatever related to this Defendant or that he is a partner
 of this Defendant or that this Defendant has any inter-
 est whatever in the business of said house further than

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the payment of reasonable rent for the same. And this Defendant further says that he is advised by counsel and fully believes that he would not have been able to collect by process of law any damages whatever from the said Hale and Clark for their abandonment of the said premises and avers that the said Hale & Clark absolutely refused to submit the matter to arbitration or to settle it in any way except as aforesaid. And this Defendant further denies that he was able to lease the said premises to any good and responsible person or persons before the said sixth day of January 1853 and he denies that he has practiced any fraud whatever in letting the said Sidmore into possession of the said premises and that he sold him into possession because he could find no other suitable person and because he had the utmost confidence in his integrity and responsibility. And this Defendant denies that the Complainant is entitled to receive from him any thing whatever as rent of the premises during the time they were vacant and he denies that the Complainant should receive from him the sum of seven hundred and one dollars as a part of the purchase money of said premises and he denies that the sum of \$2900 or any other sum whatever is due to the Complainant from him as the stipulated price of said Warrants, and he further denies that he is in any manner whatever indebted to the Complainant except what may become due as excess of rent when said house shall be rented so as to realize \$974⁰⁰ with amount received from Hale and Clark in accordance with the provisions of a contract executed by this Defendant on the 3rd of September 1852 and referred to in Complainant's said Bill of complaint which said sum of \$974 this Defendant has no present prospect of realizing therefrom. And this Defendant avers and charges to be

now that at the time said agreement last mentioned was entered into by the Complainant and this Defendant all the dealings between them were talked over of every name and nature and that it was agreed between them that the stipulations therein contained should be the final adjustment of the whole matter so far as the Complainant had any claim or demand against this Defendant and that on the said ~~thirtieth~~ day of September the said Complainant gave this Defendant the following receipt viz. "Received of Paul B. Ring seven hundred dollars in full satisfaction of the within payments covenants and stipulations. September 30. 1852"

Levellin Powell.

which said receipt was endorsed or written on the back of the said agreement or contract a copy of which is hereto annexed marked A. - And this Defendant denies that the sum of \$3781 is due from him to the Complainant or that the same or any other sum should be a lien upon the said premises. And this Defendant further admits that Thomas Keyno holds a trust deed of the said premises in favor of one Niram A. Tucker and avers that the same was given by him to the said Keyno without any knowledge on the part of Keyno or the said Tucker of any of the transactions between the Complainant & this Defendant and he denies that the said trust deed was given with any design to injure or delay the Complainant in enforcing any of his legal or equitable rights, but avers that the same was given together with other collateral security to indemnify the said Tucker against any loss that might accrue to him the said Tucker in consequence of the liabilities of this Defendant either as principal security or endorser - And for a further answer to the

Complainant's said Bill of Complaint this Defendant avers that since he purchased the said premises he has expended between six and eight hundred dollars in repairs upon them and that many or most of the said repairs were by the conditions of the agreement herein above referred to and made a part of this answer to be done and performed by the complainant and that he has been put to this great expense through the negligence and misconduct of the complainant. And this Defendant states that by the terms of said lease from the complainant to Hals and and Clark the said complainant was to finish and complete said house and barn in a good manner within a specified time. And by the terms of said lease ^{said} Hals & Clark might avoid the lease if the complainant failed so to finish said house and barn. And the said complainant failed to do so by reason whereof said lease was avoided by them to which lease this Defendant prays leave to refer.

And this Defendant denies all unlawful combination and confederacy in the said bill charged without that that any other matter or thing material is necessary for this Defendant to make answer unto and not herein and hereby well and sufficiently answered, unto confessed and avoided traversed and denied ^{to} true to the knowledge or belief of this Defendant. All of which matters or things this Defendant is ready to aver, maintain or prove as this honorable Court shall direct, and humbly pray to be taxed discharged with his reasonable costs and charges in that behalf most wrongfully sustained.

H. Frank, Solicitor
Dft Ring.

Paul B. Ring

State of Illinois Winnebago County

Paul B. Ring being duly sworn upon his oath says he has read the foregoing answer by him signed and knows the contents thereof, that the same is true of his own knowledge except as to the matters therein stated upon information and belief and as to those matters he believes the same to be true.

Paul B. Ring

Subscribed & Sworn before

and April 25. 1853.

C. H. Spafford. A.K.

"A"

Memorandum of an agreement made and entered into the eighth day of April A. D. 1852 by and between Leveille Powell of Cherry Valley Minnetago County and State of Illinois of the first part and Paul B. Ring of the City of Chicago Cook County and State of Illinois of the second part: Witnesseth that the said Powell having this day conveyed by deed of Warranty the land known as Lot One Block 46 four in the Village of Cherry Valley upon which there is now standing a tavern house, barn and out buildings which said property was leased by said Powell to Alfred E. Hale and Nathan S. Clark by indenture bearing date the sixth day of November 1851. for five years from first day of January, 1852 with certain reservations and restrictions for the annual consideration of four hundred dollars for each and every of said years payable quarterly and whereas said buildings have not been fully completed according to the terms of said lease and yet remains unfinished - Now therefore in consideration of the above facts and one dollar paid by the said Ring to the said Powell, as well as in consideration of the above facts and one dollar paid by the said Ring to the said Powell as well as in consid

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eration of the stipulations and agreements herein con-
-tained the said Powell for himself his heirs and as-
-signs covenants and agrees to and with the said Ring
his heirs and assigns that he will on or before the fif-
-teenth day of May next (1852) complete fully and to
the satisfaction of said Hale and Clark all and
singular the buildings and fences upon said Lot
according to the terms of said lease and assign the
said lease to the said Ring with such endorsement of
satisfaction thereon by the said Hale and Clark as
shall legally entitle the said Ring to the claim for
rent of said premises according to the tenor of said lease
after the first day of May next, and also the said Pow-
-ell agrees to batter and finish the south end of the
barn with light cornices suitable for such a building
and lay a tight floor over the main part of said barn
and put upon the doors of said barn doors good and
sufficient hangings and fastenings and complete
all the stalls mangers and feed boxes in a good and
sufficient manner. Also to put up a brick division
wall in the cellar of the tavern house and finish the
room in the north end in a good and tenantable
manner for store or shop with good and convenient
stairs and door or doors and to have the bottom of
said cellar laid with cement in a good and work-
-manlike manner, and to put in the attic of said
building two proper windows, and also to finish said
attic with good floor & Enclosures

And said Powell also agrees to block or underpin
the Kitchen now being finished in rear of said house
in a good substantial manner, in fine all the
buildings and fences are to be finished in a good
and workmanlike manner. And said Powell is

to place good metallic conductors around said ~~house~~^{house} to convey the water from the roof into the cistern. And the said Ring for himself his heirs and assigns covenants and agrees to and with the said Powell that in consideration of the faithful performance and fulfillment of all the covenants agreements and stipulations above contained to be done and performed by the said Powell at the time and in the manner above specified that he will deliver to the ^{Sr} Powell Land Warrants of the State of Virginia which shall entitle the holder to locate any of the public lands of said State to the amount of eleven hundred and fifty acres. within twenty days after such fulfillment. And also to pay to the said Powell at the same time One hundred and twenty two dollars in money and three hundred and eighty eight dollars on the 28th day of October next and five hundred dollars on the first day of January next with use. Said Powell also sells and conveys to said Ring all the personal property named in the said lease. In Witness Whereof the said parties have hereunto set their hands and seals the day and year first above written. Lewellen Powell Seal
 In presence of Signed Paul B. Ring Seal
 A. S. Clark. Edward Fitch.

The above is a true copy of the agreement between Lewellen Powell and Paul B. Ring entered into April 8th A. D. 1852. Edward Fitch.

(Copy) Received of Paul B. Ring seven hundred dollars in full satisfaction of the within payments covenants and stipulations, September 30th 1852
 (Signed) Lewellen Powell

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Rec^d of Paul B. Ring the Land Maranto for Elixen
hundred & fifty acres of Virginia Land being in
full satisfaction for the same as within stipulated: also
the first cash payment of One hundred and twenty
two dollars, and one hundred and sixty two & $\frac{7}{100}$
upon the payment to be due on the 28th day of October
next on the within contract and I agree to comply to the
premises as stipulated within ten days from this date
and procure an acknowledgment upon the within named
lease from Hals & Clark

Cherry Valley June 10, 1853 Llewellyn Powell.

Endorsed. Filed April 25th 1853.

C. H. Spafford CLK

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Stipulation

Winnipeg County Cir Court

Llewellyn Powell

In Chancery.

Paul B. Ring & others

It is agreed between the parties
to this suit that the same shall be continued until the
September Term of said Court 1854

Rockford Ill. April 10, 1854

Wm Lathrop

Sol^r for Compl^t

P. B. Ring Deft

And afterwards to wit: on the 28th day of September
A.D. 1853 it being one of the days of the September
Term 1853 of the Winnipeg Circuit Court the follow-
ing order was entered of record to wit:

Lewellyn Powell

vs
Paul B. Ring & als

In Chancery

On motion of Defendants by their Solicitor leave is granted them to open Depositions.

And afterwards to wit on the 14th day of February A.D. 1857, it being one of the days of the February Term 1857 of the Winnebago Circuit Court the following order was entered of record, to wit.

Lewellyn Powell

vs
Paul B. Ring & als.

The record of the April Term 1853 not showing the filing of the Com-plainant's Amendment to his bill of complaint, and it appearing to this Court that the said amendment was made on the seventh day of May 1853. It is ordered by the Court that said amendment be filed hence forth as of the said seventh day of May 1853, being one of the days of the said April Term 1853 of this Court, leave having been therein given.

Amendment to Bill

Lewellyn Powell

vs
Paul B. Ring & als

And your Orator by leave of the Court first had and obtained by way of amendment to his original bill of complaint filed in this cause states that, after the execution and delivery of the deed by him to the said Defendants Ring as in said Bill stated and while your Orator was still ignorant of the value

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of the said Virginia Land Scrip he entered into an agreement in writing with the said Ring a copy of which is attached to the said Defendants answer marked A and which is herein referred to and made part of this amendment to said Bill the date whereof is the 8th day of April 1852; and that afterwards to wit on the 10th day of June A.D. 1852. your Orator still being ignorant of the value as aforesaid by his receipt in writing on the back of said contract admitted the receipt of the said Virginia Land Warrants; And that afterwards on the 30th day of September A.D. 1852 your Orator still being ignorant of the value of said Land Warrants, and still confiding in the representations of the said Ring as to the value thereof by writing endorsed on the back of said contract admitted that he had received seven hundred dollars in full for the payments covenants and stipulations in said contract contained to be performed on the part of said Ring. But your ^{Orator} avers that the said receipt and releases were obtained from him fraudulently, that he was entirely ignorant of the value of the said Land Warrants when he made the agreement to sell said premises and receive them in payment, and remained and continued so ignorant until long after the making of all the conveyances agreements and receipts mentioned and described both in the Bill of your Orator and in the answer of the said Defendants, and that your Orator in bargaining for, receiving & giving receipts for said Warrants relied solely upon the representations of the said Ring as to the value thereof.

Endorsed. By order of Court. filed as of May 7th 1853
M. B. Denick CLK

And afterwards to wit on the 17th day of February A.D. 1857. it being one of the days of the February term A.D. 1857 of the Winnebago Circuit Court the following order was entered of record to wit.

Levellyn Powell others

Paul B. Ring others. Now comes on to be heard the argument of counsel and on motion of Complainant's leave was granted by the Court to amend bill by setting up satisfaction and release of Trust, Deed. and thereupon Defendant Ring exhibits to such leave.

And afterwards to wit on the 4th day of March A.D. 1857. it being one of the days of the February Term A.D. 1857 of the Winnebago County Circuit Court the following order was entered of record to wit.

Levellyn Powell

Paul B. Ring others

In Chancery

And now comes ^{the} Complainant and amends bill and on his motion it is ordered the same be dismissed as to Defendants Haynes & Tucker - Leave was also granted Deft Ring to amend amended Bill by Friday morning next.

Amendment to Bill

Winnebago County Circuit Court

Levellyn Powell

In Chancery

Paul B. Ring, Thomas Haynes & Hiram A. Tucker

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The Complainant in this cause by leave of the Court for this purpose first had and obtained comes and files herein the following Amendment to his bill of complaint herein viz: that since the commencement of this suit it appears from the records of the said County of Winnebago that the trust deed made by the said Defendant Paul B. Ring to Defendant Thomas Haynes to secure Defendant Hiram A. Tucker mentioned and described in the said Complainant's bill of complaint herein, and which deed was at the time of filing of the said original ^{bill} an apparent incumbrance or lien upon the premises in said bill of complaint described has since the filing of said original bill been fully cancelled and discharged of record. And by reason of such cancellation and discharge said apparent incumbrance or lien no longer exists. And the said Complainant in consideration of such cancellation and discharge amends the said original bill by striking out all that portion of the said Bill which sets up the said trust deed and all statements in relation thereto and all relief prayed in relation thereto.

Loop & Sathrop ~ Lucille Powell
Sols^r for Complainant ~ By Loop & Sathrop.

Endorsed. Filed March 4. 1857

O. A. Penoyer Dep. Clerk

And afterwards being on the seventh day of March A.D. 1857. it being one of the days of the said February Term 1857 of the Winnebago County Circuit Court the following order was entered of record to wit:

Swellen Powell }
 vs } In Chancery
 Paul B. Ring & als }

And now comes the Defendant Ring and declines to make any further answer, and by agreement of parties the answer to original bill be taken as answer to amended bill.

And afterwards to wit on the 7th day of May A.D. 1857 it being one of the days of the April Term A.D. 1857 of the Minnebago County Circuit Court the following order was entered of record to wit:

Swellen Powell }
 vs } On motion of Defendant it is ordered
 Paul B. Ring } that this cause be continued at Defen-
 -dants costs of term. It is therefore or-
 -dered and considered by the Court the complainant have and recover of the Defendant their costs and charges at this term expended and that they have execution therefor.

Depositions

Minnebago County Circuit Court.
 Swellen Powell }

vs }
 Paul B. Ring } In Chancery.
 Thomas Korfme }
 & }
 Abram A. Tucker }

To the abovesaid Defendants or Jason Marsh Esq. their Solicitor. Take notice that on the 20th day of March instanc. Commencing

45.

at one o'clock P. M. I shall proceed before Charles H. Spaf-
ford Esq. Clerk of the Circuit Court of said County of Win-
nebago at his Office in Rockford to take the testimony
of the following named witnesses to be read in evidence
on the hearing of the above entitled cause viz Edward
Fitch, Elisha Foster and Nathan Grover - when
and where you may appear and cross examine if
you think proper.
Respy Yours &c
Loops & Lathrop
for Sewell & Powell Comrs

March 14. 1854.

I admit Service of a copy of the above notice on me
as Solicitor for Deft this 1st day of March A D 1854.

What is your age and where do you reside

I am thirty six years old, and reside in the town of
Cherry Valley Winnebago County.

Are you acquainted with the parties to this suit and
if so how long have you known them or either of them
respectively

I am acquainted with the Complainant Sewell & Powell
have known him eight or nine years - Am acquaint-
ed with Deft. S. B. Ring have known him about
three years. do not know the other Deft.

Do you know of the Deft. S. B. Ring's purchasing the prop-
erty known as the Valley Hotel in the town of Cherry
Valley, Win Co. if you do, what price was to be paid
for the same, and how was it to be paid - (Deft objected)

to interrogatory as seeking to give parol evidence of a written contract)

I do know of his purchasing the property. I do not recollect the price that was to be paid. A part of the purchase money was to be in money, and the balance was to be paid in Virginia Land Scrip

Were you present at the time the Virginia Land Scrip was delivered to Mr Powell in part payment for the property above referred to.

Mr Ring the Deft delivered to me a sealed package of what I supposed was Virginia Land Scrip which I was directed to hand over to Powell when he (Ring) should direct me to do so, or rather when the lease for said house should be accepted by Hals and Clark. Afterwards this package was taken back by Mr Ring and sometime afterwards he placed in my hands other papers which called for a certain number of acres of land in Virginia which were issued in Mr Powell's name. These papers I delivered to Mr Powell or to Mr Ring, and as to Mr Powell I am not certain which at any rate both parties were present.

Were these papers delivered to Mr Powell in part payment of the purchase money for said premises.

They were.

What conversation if any took place between the parties at this time as to the price at which the scrip was

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issued and what did the Defendant Ring say (if anything) in relation thereto. (Objected to)

The consideration mentioned in the scrip was two + $\frac{1}{2}$ cents per acre (objected to) The Complainant Powell asked Defendant Ring if two and a half cents was all the land cost per acre. I think Mr Ring said no. it was the office charges for issuing the scrip (Defendant objects to all above answer)

Did Defendant Ring at that or at any other time state how he obtained this scrip which was issued in his name and delivered to Mr Powell. if so state what he said on the subject.

I think he said at the time last referred to that he had sent the scrip which he first deposited with me back and had other scrip issued in Powell's name.

State if you know when the scrip was delivered to Mr Powell.

I think it was in the fall of 1852 and was after Hale and Clark had left the house.

Look at the paper now shown you and marked "D" and which is a part of the original Bill in this case and state if you know of the Complainant making the repairs which are therein specified to be done.

I was at that time acting as the Agent of Mr Ring and directed Mr Powell to suspend the work specified in the writing above referred to and to work on

the Hotel. Mr Cornell accordingly did so and worked on the Hotel for two or three months and then did some thing on the repairs but don't know how much. He put up a part if not all the stalls and feed boxes mentioned in the contract and also made the underpinning mentioned in the writing.

What was the value of that house and premises in the Spring of 1852 or at the time of the sale of the same to Mr Ring (Objected to)

I think it was worth thirty five hundred dollars. I think it cost over four thousand dollars.

What was the rent of those premises worth by the year commencing from the 1st of August 1852.

I think the rent is worth and has been since that time at the rate of three hundred and twenty five dollars per year.

Did Mr Cornell authorize Mr Ring to settle with Hale and Clark for any specified sum for the breach of their lease and the abandonment of those premises and if so state what sum was specified.

I think he authorized him to settle with them at the best rate he could, but directed him not to take less than four hundred dollars. My impression is that he was to settle with them for four hundred dollars and if they would not settle for that sum he was directed to arbitrate the matter.

Edward Fitch.

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Cross Interrogatories

At what time did you deliver or see delivered the Land Scrip you have referred to.

I think it was in the fall of 1852.

Were you ever present at the delivery of but one ^{Lot} of Land Warrants to the complainant?

I don't think I was.

How long had in your possession the sealed package you have spoken of.

Several months.

Did you receive that package at or about the time they first made their contract of sale.

I did not at that time. I think it was sometime afterwards.

At about the time this sale was made did you hear Mr Powell saying anything about the worth of these Warrants.

I heard him say I think that he took them as being worth two dollars or two dollars and seventy cents per acre. I think Mr Powell said he did not know what their value was, but that he had written to a friend in Virginia and had learned that they were worth the face of them. I mean that the idea I got was that they were worth what they cost him.

Did you learn from Powell about that time that he claimed to be well posted up in relation to those Virginia Land Scrips. -

I don't think he made any pretensions to being posted up to their value except as to the information he got from his friend in Virginia
Edward. Fitch.

Direct examination resumed.

How long after the Sale was it that this conversation above referred to in relation to the value of those Land Warrants took place

It was soon after the Sale of the premises in April 1852
Edward Fitch.

What is your age and where do you reside

Are you acquainted with the parties to this suit or either of them, if so how long have you known them or either of them respectively.

I am acquainted with the Complainant Powell and Defendant Ring, have known Complainant about nine years. Deft Ring between two and three years.

State whether to your knowledge Deft Ring purchased of Complainant Powell the Tavern House and premises in Cherry Valley, New York known as the Valley Hotel, and if so at what price and how was he to pay for the same (Objected to)

51.

I was informed by Mr Ring that he had purchased the premises above referred to. I think he told me that he got the premises at about the price - Mr Ring and myself had previously concluded to give for the same premises which was forty five hundred dollars. He told me he was to pay Seventeen hundred dollars in money and the balance he said he was to pay in Virginia Land Scrip (Objected to)

State how long before the sale to Mr Ring was it that you and Mr Ring had bargained for these premises and how were you to pay for the same.
(Objected to)

I think it was two or three days we was to pay him Seventeen hundred dollars in money and twenty eight hundred dollars in Virginia Land Scrip

At the time the negotiations ^{were going} between Mr Ring and Mr Powell for the sale of these premises what representations did Mr Ring make if any as to the value of these Virginia Land Warrants?

He stated that they were worth what he asked for them which was \$2.50 per acre. that he thought it was quite an object to take them at that price and he spoke of several who had located them and had made large sums on them. And he thought it quite an object for a man to take them at that price and go on and locate them. Mr Ring said he paid two dollars per acre for them said he had had them a number of years and wanted to get the interest on them. He said knew of a good many who had gone on and got lands with that scrip and their lands

were very valuable now. He said it was about two years before this time that the lands last referred to had been located. He said he let a man by the name of Houghton have them and he sent Houghton sent them on to Virginia and got \$6. per acre for them. He also told of a number of others who had made well by them but I do not remember their names. He seemed to talk as if they were better than money at the price he asked for them.

(The Deft objects to all the above answer)

State whether or not Mr Ring represented that he was acquainted with the value of this Land Scrip which he proposed to sell to Powell

He said he had never been there himself, but that he had seen a good many persons who had been there and he was satisfied that there was still a good chance for them there. He said there was a great many old farms which had been worn out raising tobacco and had been abandoned, but that the Purkles had gone on to them and by deep ploughing had made good farms of them. And that there was a good many such chances there now. He said these lands could be entered or taken up by these Land Warrants.

Did you learn from Mr Ring what length of time or to what extent he had been dealing in these Land Warrants.

He said he had the Warrants he was going to let Mr Powell have a number of years. He said he

53.

had had a chance to exchange them for lands in Illinois but he thought he had rather have the Warrants than lands in Illinois. I think he reckoned six years interest on the Warrants. He told of two or three farms he had bought with the Warrants. One farm he bought in company with Dr Kellogg of Mr. Koughton and another he bought of a man on Fox River near St. Charles. He also bought a farm of me and paid a part of this scrip this was in 1851.

Did or not Mr Poyell at that time pretend to know the value of these Warrants. (Objected to)

He did not. he only pretended to know what Mr. Poyell told him.

What was the value of the Valley Hotel premises at the time of the sale to Mr Ring?

I considered them worth \$4500⁰⁰

At what price did you take the Warrants which you received of Ring (Objected to)

At two dollars and seventy cents per acre

What were the Warrants styled or called which you received of Mr Ring (Objected to as seeking to give parol evidence of contents of papers)

Land Office Exchange Treasury Warrants.

Did he (Ring) make similar representations to you

of the value of these Warrants at the time you received them of him (Objected to)

He did

Did you or not send a portion of the Warrants you received of Ring to Virginia for the purpose of having them located and if you did what was the result (Objected to)

I did send them to Virginia to be located. The result was that they were sent back with the word that there was no State land worth locating and also that the Warrants were not worth anything.

Elisha Foster.

Excess Interrogatories

When did you make a trade with Mr Ring for these Warrants?

In June or July 1851.

What amount did you receive in said Warrants.

~~Seven~~ Seventeen hundred and fifty five dollars

When did you send them on to be located

In February 1853.

When did you get returns from them

Last September.

Did you have a considerable con

Ruled out

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conversation with Mr Ring about the value of these War
=rants at the time you traded with him

I did with Ring or Kellogg or both.

Did they or either of them in those conversations make
all the representations to you which you have stated
in your direct examination

They did. I have heard them make these representa-
=tions a good many times just before, at the time
and since the trade.

Who was present at the time of these representations
were made about the time you traded.

These conversations were at my house and I cannot
say whether any other persons were present except my
family.

At what other times and where do you remember of
Mr Ring's making those statements above related
by you.

I have heard him make them a number of times
at my house; and at Mr Powell's when he traded
with him. I heard him tell him the same story

Have you now a clear and distinct recollection of
just what Mr Ring did say to Mr Powell.

I don't say that I could say it in his words. I know
that he told him the same story he had told me

56. two or three times before

At what time and place do you remember. do you remember to have heard Mr Ring make these statements to Mr Powell and who was present if any one.

It was at the time that Mr Ring and myself were talking of purchasing the house together. The place was in the Valley Hotel. I do not recollect that any others were present except Mr Powell Mr Ring and myself. I went there with Mr Ring to see Mr Powell for the purpose purchasing the premises.

Did you on that occasion advise or urge Mr Powell to take that Scrip for that property.

I can't say that I advised or urged him to take the Scrip. I think I told him that if the Scrip was worth as much as Mr Ring represented it to be that he would be getting so much that he would do well to go on himself and locate them.

Had Mr Powell previous to this known of your trade with Mr Ring for this Scrip

I think he had.

Did Mr Powell at the time of that conversation say anything about his having acquired a knowledge of the value of that Scrip from a friend in Virginia

He did. he said he had wrote on to a friend of his

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in Virginia, and his friend had written back to him uncomplainingly that he thought the Scrip might be worth something.

Did Mr Powell at that time state why he had written to Virginia as above stated.

I took it from what he said that he had written so as to know whether it was best to trade with Ring.

Do you entertain any unkind feelings towards Mr Ring.

Nothing except that I do not think he did right in trading off this Land Scrip in the way he did.

Please state whether you do or do not entertain any unkind feelings towards Mr Ring.

My feelings are that he did use some deception in this Land Scrip.

It is not possible that you may have confounded the statements which Ring made to you, with the statements which you say he made to Mr Powell.

I think not.

Do you not entertain very strong sympathies in behalf of Mr Powell on account of the transactions between him and Mr Ring.

I don't know that I do.

Have you not been told by Mr Powell or his counsel or
some one else that it was necessary for Mr Powell to
show what representations were made to him by Mr
Ring?

I never was by Mr Powell or his counsel and I don't
know as by any one else

Do you not entertain a very strong desire that Mr
Powell should succeed in this case
Elisha Foster.

Direct examination resumed.

At the time you and Mr Ring had the conversation
with Mr Powell in relation to the purchase of these
premises, had you at that time learned the true value
of these Virginia Land Warrants.

How you present at any other conversations between
Mr Ring and Powell except the one before spoken of

I was present at two or three other conversations between
Ring and Powell.

At these other conversations did Mr Ring make the
same or like representations as to the value of this
scrip as those before stated by you

I think he did

Elisha Foster.

The preliminary questions waived by the parties

How you acquainted with the premises known as the

59.

Valley Hotel at the time Mr Ring the Deft purchased the same in 1852; and if so what was the value of those premises at that time (Objected to)

I was for the business for which the premises were occupied I should think they were worth from four to five thousand dollars.

Were you living at Cherry Valley at the time these premises were sold to Mr Ring, and were you acquainted with the value of property there at that time (Objected to)

I was living in Cherry Valley at that time and was acquainted with the prices at which property was selling there at that time (Objected to)
A. Johnson

Cross Interrogatories

What would that property have sold for in the fall of 1852? (Objected to)

I do not think the premises would have sold for as much in the fall as in the spring. The house in the fall had been unoccupied for some time and had been shut up.

For what purpose had Clark & Hall occupied those premises previous to the fall of 1852?

They had occupied them for a Hotel.

Do you know what rent they were to pay for said premises

This Lease called for four hundred dollars per year
For what sum would that property have rented after
Hale and Clark left it.

I think some one would pay three hundred and
fifty dollars a year for it.

Do you not know that Hale and Clark abandoned
those premises for the reason that the business did
not warrant the keeping a Hotel there

I think one reason was that they thought so; but
there has been a Hotel kept there since that time
and is now kept there.

A. Johnson

Preliminary questions waived and the witness ex-
-amined by consent of parties by their attorneys.

State what you know of Complainant Powell's making
repairs and alterations on the Barn on the Valley
House premises in the fall and winter of 1852

I don't know as I can state anything ^{positive} ~~positive~~ except
as to his putting up the Stalls in said barn. I put
up the greater part of the Stalls myself for Mr.
Powell, after the Stalls were put up the barn
was then considered as finished and that is the

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last that has been done to the barn. the feed boxes and
mangers were also put by me at the time I work
on the barn. the barn was finished as Mr Sidmore and
Fitch wished to have it. They were there every day
and directed as to how it should be done
(Answer objected to)

State whether these stalls were put up before the house
was finished and where Mr Powell worked at the
time these stalls were being put up.

The repairs on the house were not finished at the time
these stalls were put up. Mr Powell was painting in
the house some of the time I was at work on the stalls

Was or was not Mr Fitch acting at that time as the
agent of Mr Ring (Objected to)

He was.

Was Mr Sidmore at that time occupying the Hotel
He lived in it at that time and entertained travellers
J. B. Kingsbury.

Preliminary questions waived and this witness ex-
-amined by consent of the parties by their counsel.

Did you at the instance of Mr Powell the complainant
write to Virginia to ascertain the value of these Virgin-
-ia Land Office Warrants, and if so what was the
result of your inquiry and did you communicate the

Same to Mr Powell. (Objected to)

I did write to Virginia at the request of Mr Powell I wrote to my brother who was residing there. He wrote me that there was no land that could be with this Scrip. that it was good for nothing. He said that Virginia State Scrip was worth the face of it. I told Mr Powell what information I had received from my brother. He said or wrote that he had made some inquiries as to the value of Virginia State Land Scrip as we called it and had learned that there was Land on the Blue Ridge Mountains that could be gotten with it but that it was good for nothing which was all the information he could obtain in relation to it.

State whether this was before or after the Sale by Powell to Ring

I cannot state positively it was somewhere about that time
H. E. Rowley.

Thus taking Dep^d 1/7th

State of Illinois ss.
County of Winnebago ss.

The People of the State of Illinois
To George Loomis of Parkersburg Wood County
Virginia Whereas it has been represented to us
that D. C. Lorch is material witness in a certain
cause now depending in our Circuit Court in and
for the County of Winnebago aforesaid between

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Swellin Powell Complainant and Paul B. Ring
 Tho^s Hays and Hiram A. Tucker are Defendants.
 and that the said witness reside in said Wood Coun-
 -ty of aresaid with in the said State of Illinois and
 that his personal attendance cannot be procured at
 the trial of the said cause. Now know ye that we
 in confidence of your prudence and fidelity have
 appointed you Commissioner to examine the said
 witness and do therefore authorize and require you
 to cause the said witness to come before you at such
 time and place as you may therefor designate and
 appoint and diligently to examine the said witness
 on the oath or affirmation of the said witness by you
 first duly in that behalf administered and faith-
 -fully to take the deposition of the said witness upon all
 interrogatories inclosed with or attached to these pres-
 -ents both on the part of the said Complainant and
 of the said Defendants and none others, and the same
 when thus taken together with this Commission and the
 said interrogatories to certify into our said Circuit
 Court with the least possible delay.

Witness C. H. Spafford Clerk of our said Court
 and Seal thereof at Rockford in said County this
 10th day of April A. D. 1855.

L. S. Attest C. H. Spafford Clerk

Winnebago County Circuit Court

Swellin Powell

Paul B. Ring

Thomas Hays

Hiram A. Tucker

In Chancery

To the above named Defendants

of Jason Marsh Esq. their Solicitor. Take notice that on the 10th day of April 1855 between the hours of 9 o'clock A.M. and 6 o'clock P.M. of that day I shall attend at the Office of Charles W. Spafford Esq. Clerk of said Court in the City of Rockford and see out a Commission under the Seal of said Court directed to George Loomis of Parkersburg Wood County Virginia as Commissioner to take the testimony of D. C. Lorch a witness residing in said Wood County Virginia upon the interrogatories herewith annexed to be read in evidence on the hearing of the above entitled cause, when and where you may appear if you think proper and file cross interrogatories
 Dated March 31. 1855. Sewell & Powell

Ry. Loop & Lathrop his
 Solicitors.

I accept Service of notice of which the foregoing with interrogatories attached is a copy
 March 31. 1855

Jason Marsh
 Sol^r for Def^t Ring.

Interrogatories to be administered to D. C. Lorch a witness residing in the County of Wood in the State of Virginia by George Loomis Commissioner under and by virtue of the Commission herewith attached in a certain cause now pending in the Circuit Court of the County of Winnebago in the State of Illinois on the Chancery side thereof wherein Sewell & Powell is Complainant and Paul B. Ring Thomas Rogers and Miriam A. Tucker are Defendants on the part of the Complainant as follows.

Interrogatory 1st Where do you reside and what is

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your occupation

Int 2^d Do you know the parties to the suit in the title of these interrogatories named, or any or either, and which of them, and how long have you known them respectively.

Int 3. State if you know the cost and the value of Land Office Treasury Warrants issued in the following form viz:

S.S. "Land Office Treasury Warrant No. _____
"To the Principal Surveyor of any County within the
"Commonwealth of Virginia This shall be your
"Warrant to Survey and lay off for one or more persons
"expressed for (A. B.) his heirs and assigns
"the quantity of _____ acres of land due us
"to the said (A. B.) in consideration of the sum
"of _____ current money of Virginia paid in
"the Public Treasury of this Commonwealth; the
"payment whereof hath been duly certified by the
"Auditor of Public Accounts and his certificate re-
"cited into the Land Office. Given under my hand
"and seal of the said office this _____ day of _____ in
"the year One thousand eight hundred & _____
"_____ Office for. Reg. L. Office"

and state particularly how such Warrants are obtained at the proper Land Office and their value for each hundred acres of land expressed therein

Int 4th State, if you know in what manner Land Office Exchange Treasury Warrants are obtained and state in what they differ from the one described in the third interrogatory and what such Warrants cost to each hundred acres of land

expressed in them, and what is the value of such Warrants and your means of knowledge on the subject.

Int 5. What was the value of each Kind of the before described Warrants for each hundred acres expressed in them during the winter and Spring of the year eighteen hundred and fifty two.

The Deposition of D. C. Loret of the County of Wood and State of Virginia a witness of lawful age produced sworn and examined upon his corporal oath on the 23^d day of July, in the year of our Lord One thousand eight hundred and fifty five at the Office of Amis & Loomis in the town of Parkersburg Wood County and State of Virginia by me George Loomis a Commissioner duly appointed by a de iure Proclamation or Commission issued out of the Clerk's Office of the Circuit Court of Winnebago County in the State of Illinois bearing Teste in the name of C. H. Shafford Esq Clerk of the said Circuit Court with the Seal of the said Court affixed thereto and to me directed as such Commissioner for the examination of the said D. C. Loret a witness in a certain Suit and matter in controversy now pending and undetermined in the said Circuit Court where in Sewell Powell is Complainant and Paul B. Ring Thomas Wayne and Hiram A. Tucker are Defendants in behalf of the said Complainant as well upon the cross interrogatories of the Defendants as on the interrogatories of the Complainant which were attached to or inclosed with the said Commission and upon none others the said D. C. Loret being first duly sworn by me as a witness in the said cause

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previously the commencement of his examination to
testify the truth as well on the part of the Complain-
-ant as the Defendant in relation to the matters in
controversy between the said Complainant and De-
-fendant so far as he should be interrogated testi-
-fied and disposed as follows.

Interrogatory First.

Where do you reside and what is your occupation
Answer to the first interrogatory.

I reside in Parkersburg Wood County & State of
Virginia. I am now and for several years past
have been the County Surveyor of said County or
the principal Surveyor of Wood County.

Interrogatory Second.

Do you know the parties to the Suit in the title of
these interrogatories named, or any or either and
which of them or how long have you known them
respectively.

Answer to the second interrogatory.

I do not know any of the parties to the Suit
named in the title of these interrogatories.

Interrogatory Third.

State if you know the cost and value of Land
Office Treasury Warrants issued in the following
form viz.

"Land Office Treasury Warrant. To
S.S. " To the Principal Surveyor of any County within the
" Commonwealth of Virginia. This shall be your
" Warrant to Survey and lay off in one or more Sur-
" -veys for (A. B.) his heirs and assigns the quantity
" of _____ acres of Land due unto the said (A. B.)
" in consideration of the Sum of \$ _____ current mon-
" -ey of Virginia paid in the Public Treasury of this

" Commonwealth. the payment whereof hath been duly
 " certified by the Auditor of Public Accounts and his certifi-
 " cates received into the Land Office. Given under my
 " hand and Seal of the said Office this day of in
 " the year One thousand eight hundred and

" Office for. Reg. L. Office"
 and state particularly how such Warrants are obtained
 at the proper Land Office and their value for each hun-
 dred acres of land expressed therein.

Answer to the third Interrogatory

The cost of a Land Office Treasury Warrant as de-
 scribed in the third interrogatory is two cents per acre for
 the number of acres named in it together with the reg-
 ister fee which fee amounts to seventy five cents for is-
 suing a Warrant of Survey and Keeping a Register
 thereof when it does not exceed One hundred acres and
 when it does 25 cents additional for every fifty acres
 exceeding that quantity. The value of such Warrants
 I suppose is equivalent to the cost of them. They are
 obtained in the following manner to wit: A person
 desiring to obtain from the Land Office of Virginia a
 Warrant as aforesaid pays into the State Treasury two
 dollars for every hundred acres and in the same pro-
 portion for a greater or a smaller quantity. The Treasurer
 gives to the purchaser a receipt for the money paid stating
 for what purpose the payment was made and this receipt
 is delivered to the First Auditor who gives the purchaser
 a certificate thereof specifying the quantity of land
 he is entitled to. This certificate of payment is lodged
 in the Land Office and the Register of the Land Office
 for several years past and at this time S. H. Parker Esq^r
 issues under his hand and official Seal to the person
 making the payment as aforesaid a printed Warrant

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stating the quantity of land the right in which if is due and authorizing the Principal Sheriff ⁱⁿ any County of the Commonwealth to pay off and Surrender the same and corresponding with the one mentioned in said 3^d interrogatory as before stated the cost of such a Warrant is two cents per acre mentioned therein together with the Register's fees of 75 cents for the first hundred acres and 25 cents additional for each 50 acres exceeding that quantity. Such a Warrant will sometimes sell for a little more than its original cost as for instance where a person desires to make immediate use of one, rather than wait till he can send to Richmond and obtain a Warrant in the manner aforesaid he will sometimes give a cent or two per acre above its original cost if the number of acres is not very great. It is only the present need of the thing however that causes this slight advance in its value. Deponent further in answer to said 3^d Interrogatory refers to the Code of Virginia 1849, page 220 Chapter 41 § 1 and § 31 and makes the same a part of this deposition together with such other Chapters and Sections of said Code as relate to this subject.

Interrogatory Fourth

State if you know in what manner Land Office Exchange Treasury Warrants are obtained and state in what they differ from the one described in the third interrogatory and what such Warrants cost to each hundred acres ^{of land} expressed in them and what is the value of such Warrants and of your means of knowledge on the subject.

Answer to the fourth Interrogatory

I know in what manner Land Office Exchange Treasury Warrants are obtained. It is in this.

manner. The holder or owner of a Land Office Treasury Warrant may return the same to the Land Office and in lieu thereof get a Warrant similar to the one so returned but denominated a Land Office Exchange Treasury Warrant by paying to the Register One dollar. Or he may receive several such Exchange Warrants for the one returned - the aggregate number of acres in the Exchange Warrants making up the number of acres named in the Warrant returned. For example if the Land Office Treasury Warrant is for 1000 acres it may be returned as aforesaid and two Exchange Warrants, each of 500 acres received in lieu of it by paying for each Exchange Warrant 1 dollar. These Exchange Warrants do not differ materially from those for which they are given except in the name (they are called Land Office Exchange Treasury Warrants) and in the fact that the amount of money paid for them is not specified in such Warrants. They are subject to the same laws and provisions that govern the original Warrants. - Although there is a dollar more to be paid for the Exchange than for the original Warrants yet the former are worth no more than the latter. From what I can learn and believe the Exchange Warrants are usually preferred by persons who obtain them for purposes of speculation because the price of them is not expressed in the Warrant. (that is the price paid for them into the Treasury) nor the amount of the Register's fees. Persons of other States unacquainted with these Warrants and their nature, are more readily deceived by Exchange Warrants as to their real value owing to the fact of the price not being expressed on their face. And although there is a slight preference given to these Land Office Exchange Treasury Warrants on that

account by persons buying them to sell against the un-
-wary in other States their intrinsic value is no greater
than the original Warrants unless it be for purposes of
fraud and imposition. My own knowledge on the
whole subject is derived from the Laws of our State bearing
upon it: from being many years in the discharge of the du-
-ties of Principal Surveyor of Wood County, and having
had much personal experience in the requirements per-
-taining to my Office.

Interrogatory Fifth

What was the value of each kind of the
before described Warrants for each hundred acres ex-
-pressed up them during the Winter and Spring of the
year eighteen hundred and fifty two.

Answer to Interrogatory 5.

During the Winter and Spring of 1852 the value
of the before described Warrants was two dollars per hun-
-dred acres and the same proportionally for a greater or
less number of acres named in said Warrants together
with the amount of the Registrar's fees for issuing said
Warrants as stated in my answer above to interrogatories
third and fourth.

Dan^d. C. Loret.

I George Loomis of the County of Wood and State of
Virginia a Commissioner duly appointed to take the
deposition of the said D. C. Loret a witness whose name
is subscribed to the foregoing deposition do hereby certi-
-fy that previous to the commencement of the examina-
-tion of the said D. C. Loret as a witness in the said
suit between the said Llewellyn Powell Complainant
and Paul B. Ring Thomas Kinyon and Wiram A
Tucker defendants: he was duly sworn by me as
such Commissioner to testify the truth in relation to

the matters in controversy between the said Sewell Powell Comp^t and Paul B. Ring Thomas Hogue & Miram A. Tucker Deft^s so far as he should be in-
-terrogated concerning the same: that the said
Deposition was taken at the office of Amos & Sons
-is in the Town of Parkersburg Wood County and
State of Virginia on the 23^d Day of July A D 1855.
and that after said Deposition was taken by me as
aforesaid. the interrogatories and answers thereto as
written down were read over to the said witness, and
that thereupon the same was signed and sworn to by
the said Deponents before me. the oath being admin-
-istered by George Loomis as such Commissioner at
the place and on the day and year last aforesaid.
Com^r to charge $5\frac{1}{4}$ hours at 75^c \$3.93 75
Sum Witness .50
Postage .12 1/2
Witness att^c 50
Rec^d pay^t George Loomis \$5.15 75 L.S.
George Loomis
Commissioner

Sewell Powell

vs Evidence for Comp^t
Paul B. Ring

James L. Hamilton resides in Chic-
-ago. has resided there for many years, is engaged in dealing
in real estate. before living there lived in Washington
before that in Virginia Rockbridge Co. had the means
of knowing the value of Va. Land Warrants: L. Office
Treasury Warrants and Land Office Exchange
warrants have an obvious difference. various quantities
may be used in whole or in part. if part only located
may be returned & Exchange Warrants issued.

73.

Warrant in witness hand is an Exchange Warrant. Signature is that of Parker. Knows his signature. The other kind is the kind issued in first instance, the value of 1250 acres for \$32.25 worth two cents per acre and office fees. Can be worth more because any man can get what he wants by finding to Richmond and paying that sum. Exchange Warrant fees would be \$1.75. Warrant for 500 acres. fees 1st 100 acres 75 cents and would be \$2.75 each 150 acres One dollar would be amt of fees. This sum of \$32.25 would be the Market price. So Surveyors keep on hand small Surveys to sell at little advance to their friends.

x. 2

Warrants are issued to an unlimited extent. Lands in Va were never surveyed. have issued Warrants. Warranters are to find the lands, there may be land somewhere. Holder gets his Warrant by paying in 2 cents per acre. presumption is the applicant knows where the land is. the burden of finding it rests upon the holder, the law clearly requires it to be laid off from unappropriated.

Defendants Testimony.

Deposition of Jas S. Houghton taken before M. B. Derrick Clerk of the Circuit Court of Minnebagos County on the 14th day of May A. D. 1857. in the case of Lowell Powell against S. R. Ring at which time the counsel for complainant as well as the Defendant & his counsel were present and after having the oath administered by one the said James S. Houghton did depose and say as follows as his answers hereinafter doth show.

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Swollen Powell

vs
Paul B. Ring } In Chancery
April Term 1857.
Win. Co. Vir. County

The preliminary questions are hereby waived by both parties
M. B. Derrick

1st Inty. Have you ever dealt in what is known as Virginia Treasury Land Office Scrip

I have owned three Exchange Treasury Land Office Warrants.

2^d

When and of whom did you buy them

I think I purchased them in May or June, 1851. I dealt with Moses C. Kellogg & procured them of him in Exchange for land in this County.

3^d

At what price per acre did you purchase the

They were figured to me at two dollars per acre & interest at 7 percent from date of issue to the time I bought.

4th

Do you remember or not whether these Warrants were endorsed by Elisha Ring.

They were endorsed by Elisha or Elisha Ring

5th

Did you ever receive any other similar Warrants from Mr Kellogg.

No Sir I did not.

75. 6th Have you ever disposed of those Warrants. when and at what price

I disposed of two of them in March 1857. in trading with Mr Smith for land at Mineral Point. He owed me between four and five hundred dollars and he had a piece of land that he valued at nine hundred dollars. I gave him two Warrants that called for one hundred acres each and the debt he owed me for the piece of land. He also says that Mr Smith wanted him to guarantee the value of them but he refused to guarantee them worth anything.

7th Have you since you purchased those Warrants taken any measures to ascertain the value of those Warrants and if so what did you learn in relation to them.

I have ascertained from those who owned like Warrants that they were issued for two cents per acre and from most to whom I conversed with they were worth nothing. I learned that the Warrants can be located in the Western part of Virginia. I heard this in 1855

8th Do you remember having a conversation with Duff Ring in relation to a trade which you had made in relation to these Warrants if so when was that conversation and what statement did you make to him of the amount to be realized of said Warrants.
(Objected to)

I do. the conversation I think was in the last of 51 or in 52. I think I told him that I had made a trade that I should realize some 5 or 6 dollars or more

py acre. I dont remember whether I stated to him that I had made this trade or was about to make it

1st Cross. Interrogatory
How much land did the Warrants you got from Mr Kellogg call for

They called for three hundred acres.

2^d How much land did you sell Mr Kellogg and at what price was it sold.

I sold him One Hundred & sixty acres. we called it I think eight or nine dollars an acre

3^d Was the Deft Ring present during your trade with Kellogg or during your negotiation

He was present when the papers were made

4th Did he deliver the Warrants. (Mr Kellogg)

He did

5th Was Mr Rings name on the Warrants.

My impression is that Paul B. Rings name was on one or whole

6th Was Paul B. Ring interested in the trade with Dr Kellogg.

I dont know of my own knowledge. Mr Kellogg stated,

77.

that he and Mr Ring were partners in Saw Land matters. this conversation was after I had made the trade with Mr Kellogg.

7th

Where is that other Warrant. you took of Mr Kellogg. I have it at home I think. I am not

8th

At the time you made the statement to Paul B Ring in 51 or 52 did you then know the value of these Warrants.

I did not.

9th

Has the trade you spoke of to him at that time ever been consummated.

It has not.

10th

Did the Warrants you rec^d of Dr Kellogg show upon the face of them at what price they were issued.

They did not.

11th

Did Dr Kellogg during the negotiation of these Warrants state the cost of them. and if so what did he say the cost was.

He did. he said they cost \$2 an acre. My impression is he said they were issued from the Office at two dollars per acre.

12th

Were these Warrants at that time an article in the market for sale. what was the known market value

78.

of them.

I had never seen any of them before nor knew nothing of their value except what Dr Kellogg told me

13th

Did Dr Kellogg say anything to you of his or of him & Deft Ring having disposed of any other Warrants to any other person or persons.

I am not certain. My impression is now that he did I can't state distinctly

14th

Did Dr Kellogg tell you at any time that Paul B. Ring was a partner with him in that trade and if so at what time and what was said.
(Objected to)

At harvest after the trade Dr Kellogg told me that Deft Ring was a partner of his in that farm. The trade was in May or June. Mr Ring was at the farm when this conversation was had.

1st

Direct resumed.
For what reason did that trade you spoke of fail
I don't know. My brother was making the trade for me He wrote me that it failed in some of the details.
Jas S. Houghton.

I, Morris B. Derrick, Clerk of the Circuit Court in and for the County of Winnebago and State of Illinois do hereby certify that the foregoing deposition was taken before and by me at the Court House in the City of Rockford in the County and State above named on the

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4th day of May 1857 and the said deposition was signed and sworn to by the Deponent at the time the same was taken and in my presence

Morris B. Derrick

True $\$1^{\text{st}}$

Clk & Sec Comm

Endorsed Filed May 4. 1857.

M. B. Derrick Clk

Swollen Powell

Examination

vs

Objected by Complainants

Paul B. Ring others

Counsel. Oct 14. 1857.

Deposition

Elisha Foster for Deft sworn.

I am the same person who was once examined in this case on the part of Mr Powell. I traded with Doct Kellogg & Ring together in the first place. I refer to the farm spoken of in my former deposition. I never sold but one farm to them. I say my first negotiation was with Ring & Kellogg together. I first saw Mr Ring about the time I sold this farm about 5 years ago; it was on my farm. I saw Mr Kellogg a week or two before Doct Kellogg & myself had talked over how we would trade before I saw Mr Ring. I did not consider anything binding. If I remember right we traded something the same we had talked of. - I let him have the farm. he was to pay me about \$3000. three thousand in money and fifteen hundred deb-
-t in Virginia Land Scrip at so much per acre
This was the way I traded - I think I did not see the Land Scrip until the deed was made out after-
-wards. I think Doct Kellogg paid me the Land

Scrip at the time the deed was executed. I think Mr Ring was present - I did not know anything about this Land Scrip until I had a talk with Kellogg. - At that time we talked over the terms of sale - Doct Kellogg told me he had bought it for two dollars and fifty cents $\$2.50$ per acre. I think he told me when he got it I cannot state now. - It is so long ago. I do not know as I can tell all the Doct told me - He told me he had found it worth all he had paid for them. he had one or two newspapers with him which gave information about this land. Mr Kellogg read the articles from those papers to me. I had not seen Mr Ring at that time. After this conversation it was about 10 or 14 days before I executed a deed of this farm to Kellogg and Ring. There was a Mortgage taken back - They paid me $\$100$ in cash & Mortgage for the balance. Mr Ring was present at the time $\$100$ was paid and bargain was made. The one hundred dollars was paid to bind the bargain but Mr Ring was not present when the deed was made. The one hundred was paid at my house on the premises. If I remember right Mr Ring was at my house at 1 or 2 P.M. he remained there but a short time perhaps one hour - It is my impression Mr Ring and Doct Kellogg went away together. The matter of this trade was talked over - I do not know as I can state the particulars it was then talked over between us something as it had been before - Ring came there with Doct Kellogg - Kellogg called him his partner in the trade. Ring was going to have one half of it. Between us we agreed to trade. He talked over this Land Scrip pretty much as he had before. I cannot state which did the most of the talking, Ring was then present. I think Kellogg did the most of the

81.

talking, they told of some who had been on there with Har-
nault. If I remember right Mr Ring thought I asked
a little too much. Finally Mr Ring told Mr Kellogg
he might do just as he had a mind to and if Mr Kellogg
concluded to trade he would agree to it and take one
half. If I remember right Mr Ring went out of
doors at that time but I cannot say whether he came
in again or not. At this time the Doct paid me the
money. I cannot state whether Mr Ring was present
at the moment the money was paid. I should most
think he (Ring) had gone out. Scrip was not paid
at the time money was paid. I did not know of the
Scrip Mr Ring let Mr Powell have. My Scrip called
for so much land in the State of Virginia. If I under-
stood Mr Powell some of his was super Scrip than mine
was. I think I never saw any of this Scrip in Ring's
possession. I have heard Mr Ring talk about the Scrip
I have heard Mr Ring make something the same
remarks as Doct Kellogg made, and I have heard
the Scrip talked about when Ring and Kellogg were
together. Now together I cannot say from which month
the representations came. Up to the time of executing
my Deed, I do not know as I can recollect so as to
separate what Ring said from what Kellogg said
they both talked together and each talked some.

I should not dare say which said what was said
to me. I considered I was trading with them both
and what one said they both said. I do not recol-
lect as Doct Kellogg or Mr Ring either said they had
any personal knowledge. Since we traded I have
had a number of talks with them when they said
they had no personal knowledge. I knew when
the Powell trade took place. I think they told me

They had no personal knowledge before the Powell trade. I have heard them tell a number of times they had no personal knowledge. They frequently would have a newspaper in their pockets and would read from them for how much land had sold. They told me of one or two that had sold their farms and taken this scrip and had gone on and made well by it. They told me of one who lived up North here some where. Doct. Haughton - I think Doct. Kellogg was the one that told me of Haughton and my impression is he said they both sold to him - The Powell trade was about one year after my trade with these parties - Mr. Ring and myself were there with Powell together and talked with Powell about a purchase - Mr. Ring and myself had talked a trade with Powell. Mr. Powell and myself had talked about a trade for the property he afterwards sold to Ring for the scrip - Mr. Powell made me a proposition for the property - Mr. Powell told me if I would pay him one half money he would take the other half in Land Scrip or he would take what Land Scrip I had towards it. I am not sure but that was it. I do not know that Mr. Powell had ever seen Mr. Ring. I introduced him to Mr. Ring - I recollect Mr. Powell wanted to see Mr. Ring and I introduced him (Ring) to him - Mr. Powell had this property and wanted to sell it and he thought there was some prospect of trading with Ring or Ring and me together - After I first talked with Powell about trading for this property it might have been eight or ten days before I introduced him to Ring. I think Mr. Powell knew what kind of Land Scrip I had - I thought from what Mr. Powell said he professed to have some knowledge of the scrip - Mr. Powell told me he had some connections in

Virginia. I could not say that Powell told me had
lived in Virginia any length of time think he said he
had been there and knew something about it. He said his
wife had lived there. Powell said his wife wanted to go
to Virginia to live and he had thought sometimes he should
go there himself to live. I introduced Ring to Powell at
the Hotel, Powell's house I think this was but a few days
before the trade was made. They then talked over the
trade. Powell and Ring were together there an hour
or so when I was present. I do not recollect that I
ever saw them together again until after the trade.
This was so long ago. I do not know as I can recollect
what was said. Mr Ring and myself talked with
Powell about trading for the property the talk was
between us three. If I remember right we were to
pay Powell somewhere between two and three thous-
-and dollars in scrip and the rest in money.
I think I introduced the subject of trade myself by
introducing Ring and telling Powell that if we
traded Mr Ring & myself wanted to trade together.
I think Powell's proposition was to pay him some-
-where in the neighborhood of two thousand dollars.
The proposition of Powell was substantially what it
was to me - I think I had told Powell of getting
Mr Ring to go in with me and make the trade.
I think Mr Powell told me he was owing and
he had got to sell to raise money. I think he told
us the place was mortgaged and he had got to
raise about \$400 right off. - I think Powell said
he was necessitated to raise about 600 & it was
not for the mortgage he should not sell. Mr
Ring told him he thought he would trade at his
proposition, that he would see him in a few days

& close up the bargain: the trade was not exactly completed at this time. The trade was left in that way at that time.

Cross. Ex? —

I was examined in this case as a witness once before. I think it was as much as three years ago. I saw Doct Kellogg some time last Spring or winter & had some conversation with him in relation to this transaction. I do not recollect of seeing Mr Ring at any other time since I gave my testimony before up to this time & I cannot say that the matter of the trade with Powell was mentioned. I think likely my recollection of this transaction would have been more distinct in some respects at the former examination than it is now.

Oct 15th. I think I allowed Kellogg and Ring two dollars and a half per acre. I must forget the amount though. I think it amounts to \$2⁵⁰ a little. I do not expect I stated yesterday all of the conversation that occurred between me & Kellogg & Ring in referring ⁱⁿ to the trade for my farm. I do not expect I could remember all of the conversation that between us in relation to the sale. In my former deposition I calculated to state only what occurred between myself & Ring & Powell in relation to the purchase of the Powell property. Mr Marsh was present and examined me at the time of taking my former examination in this case. I think my former deposition was taken three years ago last Spring. I may have forgotten some things since my former deposition was taken. I think pretty likely I might there have remembered some things better than I do now.

I do not know as I can state exactly what Mr Powell asked for his property. I think it was not much odder

of \$4500⁰⁰ dollars. I do not expect I yesterday stated all that was said between me & Mr Powell & between myself Ring and Mr Powell in relation to the purchase of his property. At the time I sold my land I knew nothing of the value of this Land Scrip except what I learned from Ring & Kellogg. I had on hand at the time Powell sold to Ring the Land Scrip which I received of Ring & Kellogg. At the time Powell sold to Ring I had not learned anything of the value of this Scrip, except what I had learned from Ring and Kellogg & had heard them read newspapers about it. Before I met Ring & Powell together I had told Mr Powell what Kellogg & Ring had told me of the value of this Land Scrip. I know that Doct Kellogg & Ring were talking to me that they had or were going to purchase a farm ^{down} on Fox River with this Scrip. I was not too sure whether they said they had or some one else talked of purchasing the farm with this Scrip. When Mr Powell & Ring & myself were first together I expect that most of the time was taken up talking about the trade and Virginia Scrip & so on. This matter of the Virginia Scrip was talked over some between us three. I do not expect that I now could state everything that was said between Ring Powell & myself. I do not think Mr Ring & myself met Mr Powell more than once before they traded. I cannot now recollect of meeting Mr Powell with Ring but once before the trade. I think it was forty five hundred dollars that Mr Powell offered me the property for. I think it was at \$2⁵⁰ per acre that we were to let Mr Powell have the Land Scrip. I think at my former examination I stated what occurred at the Powell sale as well as I then remem-

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I knew Elisha Ring in Tompkins Co. a brother of the Defendant Ring. I think I was acquainted with Elisha Ring in Tompkins Co. for more than twenty years. I lived about thirteen miles from Elisha Ring's house was well acquainted with him. Sometime was his family physician. I never knew anything personally anything of the transaction between Ring & Powell. I have heard of it. I do not that I am acquainted with the Scrip that Ring let Mr Powell have. I was acquainted with a Scrip that I let Mr Foster have and a Scrip that Mr Ring got of his brother Elisha. My impression is that Mr Foster first informed me of the trade with Powell. I knew or supposed that Mr Ring had some 600 or 800 acres of the same kind of Scrip that I let Mr Foster have. I do not know anything of this Scrip except what I have been told. I know of Mr Ring having Scrip endorsed by Elisha Ring. I have seen such Scrip. I do not know exactly when Mr Ring got this Scrip. My best recollection is that Mr Ring got his before I did mine. I think Mr Ring first had or got possession of this Scrip about eight years ago. I had dealings in this Scrip a little after this I think say within twelve months. I purchased what I had of Elisha Ring. I paid at the rate of two dollars per acre for the number of acres called for in the Scrip. The bargain was made in Tompkins County N. Y. for the Scrip I bought, whether at Ithaca or at his house I cannot say. At or about the time I purchased mine this Scrip was an article of trade to some extent in that place. I knew of land being sold to a Mr March at two dollars per acre; a Mr Post bought several hundred acres at two dollars per acre; a Mr

objected

Objected

Brakeman Superintendent of the Lockport Canal bought several hundred acres at \$2 per acre. - Brakeman located his and moved into Virginia. I do understand this; I heard Marsh & Post informed me they gave two dollars per acre - I ascertained from report that this was the current price or I should not have paid that price for mine. When I negotiated for Mr Foster's farm Mr Ring was not with me. I told Mr Foster in substance, what I have now testified to and in addition gave him an Agricultural paper, I think the Genesee Farmer in which was a representation of the Lands. My impression is that I gave Mr Foster the Genesee Farmer & also an article from the New York Tribune (Improper to state the character of the article in those papers) I do not know what has become of those papers.

(Foster says he thinks Kellogg did leave one or two papers with him ^{but} and that he had one or two other papers which he read articles from. These papers had reference to both Lands and Land Warrants.)

Kellogg continued: I think I have shown the papers I let Mr Foster have to Mr Ring think previous to my trade with Mr Foster. These articles were in relation to the lands that might be taken under these Warrants, Lands that had been sold for taxes. I talked with Ring in relation to the articles in these papers. I have simply stated to Mr Ring what I have learned of these lands in substance. I have talked the matter with Mr Ring as I have stated it here in Court. I think I should show articles to Mr Ring in presence of Mr Dunning. I had then opened a negotiation with a Mr Turk. The conversation was in reference to the articles in the papers containing

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information relative to the profitable purchase of those lands. A gentleman from Virginia was present with Mr Ring & myself at Galena the winter preceding my contract with Foster at which time this land matter was talked over. Mr Ring and myself were then owners of this Scrip. We all three participated in this conversation. This gentleman said he was familiar with the lands that could be located with this kind of Scrip or Warrant. He said that lands could be located with these Warrants that would be worth from two to six or eight dollars per acre. We had a pretty general conversation with him and he seemed to be pretty well posted on the subject of Land matters in Virginia. This was the substance of what was said. This gentleman said he knew of a variety of cases in which excellent lands had been located with this kind of Warrants. This gentleman gave us advice about locating these Warrants. He said we must call on the County Surveyor, that they could be located in most of the Counties of the State, and he instanced some, and the method was to get the County Surveyor to locate the lands and take his certificate that such a piece of land had been surveyed out to the State Land Office. I clearly recollect that he spoke of these lands in the light in which I have mentioned. The amount of the conversation was that good lands might be located worth from two to I think six or eight dollars per acre and that there was no difficulty in making such locations. I think Mr Ring might have been here from one to two years after Chicago when I came into this State. I came here in September, ¹⁸³⁷ I had previously known him in Tompkins Co. N. Y. I became acquainted with him

through my acquaintance with his brother. When I
 first knew Mr Ring he was residing in Michigan. Very
 soon after I came into the State Mr Ring and myself
 were very much in company for one year and consid-
 -erable for two or three years. We were together in business
 I formed a connection with him in the insurance bus-
 -iness. Ring was then General Agent of several insur-
 -ance companies. I do not know that Mr Ring had
 any other knowledge of this Scrip except what he derived
 from me and through the same channels. Mr Ring
 and myself talked frequently about the character of
 these Warrants. I did communicate to Mr Ring be-
 -fore the Powell trade all of the information which I
 had on the subject, which is substantially as I have
 stated. I do not think Mr Ring first I called on
 Mr Foster and got his terms and had two weeks to accept
 them. in the meantime I fell in with Doct Houghton
 and traded with him and gave him 300 acres of this
 Scrip and I had not yet seen Mr Ring in some two or
 four days I reached Galena. Ring was there. I laid
 the matter before him. Houghton paid \$3 centz each.
 The next time I saw Mr Foster Ring was with me and
 the two weeks were about up. the matter was talked
 up there and Mr Foster dodged the agreement. Mr
 Ring advised me to abandon the thing. I had a
 consultation with Foster and we compromised.
 Mr Ring was nearly. Mr Ring did not participate
 in the matter any further than to advise me to drop it.
 I had a conversation with Ring alone. I think Mr Fos-
 -ter and me both requested Mr Ring to draw up a
 writing which he did. I think Mr Foster has sub-
 stantially stated the what occurred. I think Mr Ring
 did not make any statement to Mr Foster. I am

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confident he said nothing more than to confirm what I had said. I am sure in talking with Foster I did not use the word we. I should stated an untruth if I had used the word we. I told Mr Foster of an offer we had at Genoa & I think on better terms than we bought his and were then going there if we did not trade for Foster's.

Cross Ex.

My legitimate business before I came to Illinois was the practice of medicine. I was engaged in practice some 30 years or more in Tompkins Co. N. Y. I bought and sold real estate some. I had as much business professionally as I could stand up under. I do not remember distinctly the number of acres of scrip I bought of E. Ring, 450 acres I think. My impression is that I bought the scrip in 1847 or 1848. I think Mr Ring had more of this scrip than I had. I think he had some 600 or 800 acres. I think Mr Ring's son also had some of the scrip. I do not know distinctly what Mr Ring's business was when I first became acquainted with him. He was then living in Jackson Co. Mich. When I came West he Ring was residing in Chicago and had the agency of quite a number of Insurance less. Life. Fire and Marine. this was in 1850.

Mr Ring and myself were connected in business something more than two years. Mr Ring and myself traveled together more or less in establishing agencies; the first year we were together and doing insurance ourselves. We were not engaged in any other real estate transactions. These I have mentioned but I think Mr Ring purchased the Powell property before our entire dissolution. Mr Ring has always been engaged in active business since I

have known him. For several years since I have known Mr Ring he has had an office in Chicago and doing a good deal of Insurance business. I think he has had a Commission Agency for the purchase of produce (I do not know certainly) I heard of his buying and selling some real estate. I think he is an active business man. I know that Mr Ring had business to do in one of the Chicago Banks. I do not know certainly about Mr Rings connection with the Bank at Chicago.

Minneapolis Court
Lewellyn Powell

Paul B. Ring and others. In Chancery.

Elisha Foster Swann Says
I have been ever examined in this cause by Compt.
I sold a farm to Dr. Kernerer but one, my first negotiation for the sale was with K. & Ring. I saw Mr R. about the time I sold my farm. I saw Dr K. a week or two before. I had talked over the terms of sale before I saw Mr R. the terms were something the same as we traded. I let him have my farm. He was to pay me about, I think just \$3000 in cash and \$1000 in Virginia Land Scrip. I think I did not see the Scrip till the deed was made out. Dr K. paid it to me when the deed was made. Mr R. was not present. I did not know anything about the Scrip till I first talked with Dr K. He told me he had bought it & paid

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\$2⁵⁰ per acre. I think I think he told me where he got it
but I don't remember now. He told me of some ^{that} he
had understood had been there and located land.
He had one or two newspapers with him giving in-
formation about the land. He read them to me.
At this time, I had never seen Mr. Ring. In about 10
to 14 days I executed to Kellogg & Ring. I took back
a Mortgage for \$39. Dr. K paid me \$100 & the Scrip.
the \$100 was paid before the deed was given. R. was
present then, it was at my house. It was 3 P.M.
Mr. R. was there about 1 hour. My impression was they
went away together. The matter of this trade was talk-
ed over at that time. Now something as it was before.
He came there with Dr. K who called him his partner
in the trade. R. was going to hand 's. Dr. K went on
told about the Scrip. about the same as before were
both together. K. did most of the talking. If I remem-
ber right Mr. R. thought I asked too much for the
land. He said something about having nothing
to do with it for that reason. finally he told Dr. K
to do just as he was a mind to and he'd agree to it.
I think he went out as he said that & I don't remem-
ber whether he came back or not. I should most
think Mr. R. was not present. was not when Dr. K
paid me the \$100 that was to bind the bargain.
I think he paid me the Scrip all at one time when
the Deed was given. Have heard Mr. Powell speak
of his Scrip. we both understood our Scrip to be the
same. If I understood Mr. P. some of his was never
than mine. I think I never saw any of this Scrip
in Mr. R.'s possession. I have heard Mr. R. talk
about it. have heard it talked about when they
were together. but can't say from which one it came.

Don't know as I can hardly separate them, were together & both had some conversation. Can't say which talked of it. I considered them in company & what one said both said. I don't remember as they as they pretended as they had any personal knowledge of the Scrip. Have heard them both say that they had no personal knowledge of it. Can't say whether it was at the time of the trade. Do remember of their saying it afterwards And before the Powell trade. They told me of one or two that had ~~been~~^{gone} to Virginia and done well with it. Told me of one they sold to; think it was Dr Houghton. I think they were together but it was Dr K that told this. It is my impression that he said. They. The Powell trade was about a year afterwards; Powell and myself had talked about a trade for the property that he afterwards sold to Mr R for the scrip in question. Mr P. made me a proposition. Mr P. told me if I'd pay him $\frac{1}{2}$ in cash, he'd the rest in scrip or would take what scrip I had. am not sure which. I don't know as Powell had ever seen Mr R. He requested me to introduce Mr R to him. I did so. I took it they were strangers. I didn't mean to be understood as saying that Mr P. requested me to introduce him to Mr R. I can't say for certain. I recollect he wanted to see Mr R & I introduced him. He said he had this property & wanted to sell it something as we had talked and thought there was some prospect of trading with me or with Mr R & I together. It might have been 8 or 10 days after I first talked with Mr P. when I introduced him to Mr R. I thought from what he said he had some knowledge of the scrip. I think he told me he'd been to Virginia and had connections there; his wife had lived there. He said his wife wanted

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to go there to live and he had thought he should go there to live. I introduced Mr R to Mr P. in his (P's) house it was but a few days before the trade was made. They talked over the trade at that time. I think they were together an hour or two. Don't remember as I ever saw them together at any other time till after their trade. At that time the talk was between us three. Mr R & myself was going to trade with him. He was to pay him two - twenty \$2 + 3000 in scrip & the rest in money. I think the subject was introduced by my introducing Mr R to P. & telling P. that if we traded we wanted to trade together. P wanted about \$2000 in money. Was about the same as the proposition before between P & myself. P said he was going, and had got to sell and raise some money. that his place was mortgaged & he got raised it immediately. said if it went for that he should rather keep the property. Mr R told him he thought he trade at his proposition would see him in a few days & close up the bargain. The trade was left in that way. & that is the only time I ever saw them together.

Elisha Foster.

Crop.

I was examined, in this case. I should think 3 yrs ago. I think I have had conversation with Dr K. I think I have not seen Mr R since I gave my testimony until I came here as a witness last Spring. Saw Dr K sometime last winter. had some conversation with him can't say what in particular. Don't remember as I have had any talk with Mr R in particular. I think my recollection would have been better three years ago than it is now. I think I allowed at about the rate of \$2 1/2 per a. for the scrip. I think it overruled

that price a very little. I don't expect I stated yesterday the whole of the conversation ^{between} myself & Mr A & Dr K. I don't expect I can remember the whole of it. I have been examined before in this cause. I calculated then to state truly what occurred between myself & A & P. in relation to the P. property as I then remembered it. Mr Marsh was there and cross examined on the part of Mr A. I think it was about 3 years ago. I think it was in the Spring. I think it must have been 3 years last Spring. I should think I might then have remembered better some things about the bargain than now. May have forgot some things. I think the price asked by Powell for his property was not much odd of \$4500. I don't expect I stated yesterday all the conversation that took place between Mr Ring & P. & myself in respect to the trade for his property. I knew nothing of value of the Scrip at the time I sold my farm except what I learned from A & Dr K. I had the Scrip at the time Powell sold his property to Ring. I hadn't then learned anything more about it. Before A & P. met. I had told Powell what A & Dr K. had told me about the Scrip. I remember of something being said about buying a farm on Fox River, or talked of it can't say what. I think it was sometime when they were together can't say which spoke of it. Can't say what they said they or some one else had or talked of purchasing it. We were together R. P. & myself about an hour. I think most of the time was spent talking about the trade Scrip and so on. Don't think there was much other conversation. The matter of the Scrip was talked over there between us three some. I don't think Mr A & myself met Mr P. more than once before they traded. I can't recollect of meeting him more than once. I think the price

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at which I will offer and the property was \$4500.- I
wants let him have the Scrip at \$2.50 per a. Now pretty
certain that was it. It is my impression there was a
little interest added to the \$2.50. I think I allowed them
what Kellogg said the Scrip cost them (\$2.50) and a
little interest added in. I didnt purchase with Mr R
as near as I could find out he saw Mr P afterwards
and bought it himself. the whole of it. Did not turn
in the Scrip I had on that purchased.

Direct resumed.

Mr R was not present at my former examination
My attention was not called to the point whether the
statements made to me about the Scrip were made by
Mr R or Dr K. In my former deposition I did not make
any distinction between what had been told me by
Mr R or Dr K. I considered them in partnership and
supposed what one said, the other said. This was in
reference to the Scrip I had.

Dr W. L. Kellogg - Surgeon - Says

I reside in New Co have resided here pretty much
of the time for 6 yrs. I first became acquainted with
Deft Ring 9 or 10 yrs ago in Tompkins Co. N. Y. I was
then residing there. I continued to reside there until
I came here. I knew Elisha Ring in that Co. was a
br of Deft R. had known him there 20 to 22 years.
He lived about 13 miles from me. was sometimes his
family physician & had property near him. Knew
him very well. I am acquainted with the Vir Scrip
I let Mr Foster have and with the Scrip which Mr R

got of his brother Elisha. I knew of the trade of R + Oth. I knew of Mr R having this Scrip at that time. Has some kind of Scrip as I let Mr F. have. I know the handwriting of Elisha Ring. Mr R had Scrip endorsed by him. I think Mr R got his Scrip about 8 yrs since. About that time. I think a little after. I had dealings in this Scrip. I bought it of Elisha Ring. I paid at the rate of \$2 per a. for the No. of acres called for in the Scrip. I gave at the rate of \$1000. for Scrip calling for 500. I purchased grain in Tompkins Co. N. Y. At or about that time this Scrip was an article of trade to some extent in that Section. I knew of a sale of several hundred acres to a Mr Marsh at \$2.00. to a Mr Post of several hundred ^{acres} at same price - I was informed that a Mr Brayton Superintendent of Champlain Canal had several hundred acres, for which I understood he gave \$2.00 - He told me he located his land and was well pleased with it & moved his family on to it - I understood from common farming that such was its current value or I shouldn't have paid it for mine. When I negotiated with Mr F. for his farm Mr R was not with me. I told Mr F. in substance what I have now testified to & in addition I showed him an Agricultural paper. I think it was the Genesee Farmer in which was a representation of those lands. I mean Vir. lands subject to location under these Warrants. I also showed him the N. Y. Tribune containing an article on them. I think I gave him the papers.

Mr. Foster being recalled stated that I think Dr K left one or two papers with me containing the article on the subject of locating these Land Warrants. I have not perused them. Don't know what has

became of them — Dr Kellogg resumed. I think I showed the same articles to Mr R previous to my trade with Mr J. Those articles were in relation to the character of the lands that might be taken by these Warrants. (Deft here asks the witness to state what those articles were) Complainant objects objection sustained by the Court. Deft. excepts. I talked with Mr R in relation to those articles, I stated to Mr R about those lands previous to the Powell trade in substance as I have stated here in Court. I showed him the articles in presence of Mr Dunning & Mr Turk. We talked about the articles in the papers as showing a recommendation of the profitability of purchasing those lands at the price I paid. At one conversation between myself & Mr R a gentleman from Vir. was present. It was at Salina was the winter preceding my trade with Mr J. Mr R & myself were then owners of this Scrip. We three participated in the conversation. He said he was familiar with the quality of the lands that could be located with this Scrip. Said that lands could be located with those Warrants that would be worth from \$2 to 6 or \$8 per a. He had a pretty general talk & he seemed to be pretty well posted. He said he had known of a variety of cases where excellent lands had been located with those Warrants. He told us it would be necessary for us to get a County Surveyor to locate the lands. That lands could be found in most of the Co^s in the State. The method was to take the Surveyor's certificate or Survey bill & go to the Reg^l Office & get our Deed. He stated that there was no difficulty in then locating such lands. I think Deft R had resided in this State about

one yr when I came here. I came here in Sept 1857. I had known him as a mere incidental acquaintance through his br Elisha a yr or two before I came here. I think he never resided in Tompkins Co. When I first knew him he was residing in Mich.

My main business before coming to Ill was medicine & Surgery, engaged in it 20 years or more, more than 20. Owned some real estate, bought and sold some. Had extensive practice. Took 4 or 500 acres of Elisha Ring Virginia Land Scrip in 1847 or 1848. I think Ring had 6 or 800 acres, think Rings son had some. He lived in Michigan when I first knew him. When I came into Illinois Ring was acting as Insurance Agent for Eastern Ind. Ins. Life Fire & Marine, in 1850. Connected in business with him two or three years. Never traveling together about a year got established agencies &c insuring, also. Never had any other Land trade with Ring than stated, nor had I any knowledge of the transactions. Ring has always been engaged in active business since I knew him in the insurance business, a good deal in that way. I think he has had a commission for purchase of grain. Known of his having something to do with a Bank in Chicago. Don't know about his connection with the Bank.

M. C. Kellogg.

Endorsed

Filed Oct 15, 1857

M. B. Derrick

CK

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State of Illinois
Winnebago County ss. 3 The People of the State of Illinois
to Edward F. DeSelding of the City of Parkersburgh in
the State of Virginia. Shewing: Whereas it has been repre-
sented to us that J. M. Stud, D. C. Loret, Jacob B. Blair
of said City or town of Parkersburgh and Robert P. Stud
of the County of Wirt State of Virginia are material wit-
nesses in a certain cause now depending in our Circuit
Court in and for the County of Winnebago aforesaid between
Paul B. Ring and others Plaintiffs and Sewellyn Powell
Defendant and that the said witnesses reside at the City
of Parkersburgh & County of Wirt State of Virginia
aforesaid, without the said State of Illinois and their per-
sonal attendance cannot be procured at the trial of the
said cause: Now know ye that we in confidence of your
prudence and fidelity have appointed you Commissioners
to examine the said witnesses and do therefore authorize and
require you to cause the said witnesses to come before you
at such time and place as you may therefor designate
and appoint and diligently to examine the said witnesses
on the oath or affirmation of the said witnesses by you first
duly in that behalf administered, and faithfully to
take the deposition of the said witnesses upon all interroga-
tories inclosed with or attached to these presents both on the
part of the said Plaintiff and of the said Defendant
and upon others, and the same when thus taken together
with this Commission and the said interrogatories to
certify into our said Circuit Court with the least pos-
sible delay. Witness Morris B. Derrick Clerk of said
Court and the Seal thereof at his Office in the City of
Rockford in said Winnebago County this ninth day
of April A D 1857
L.S. Morris B. Derrick Clerk
By C. C. Tammoyen Dep Clerk

Minnebago Circuit Court

Paul B. Ring

vs

Lowell W. Powell.

In Chancery.

You will please to take notice, that on the Ninth day of April next at 3 o'clock P.M. I shall attend at the Office of the Clerk of this Court for the purpose of requiring said Clerk to issue a commission in this cause directed to Edward T. De Seeding of the City of Parkersburgh in the State of Virginia to take the testimony of J. M. Stud D. C. Lereth Jacob B. Blair of said City or town of Parkersburgh & Robert P. Stud of the County of Wirt in said State of Virginia on the annexed interrogatories to be read in evidence on the final hearing of this cause on the part of said Defendant Ring at which time and place you are required to attend and file cross interrogatories if you think proper.

Yours &c
To: Jason March Sol^r for said Deft.
Wm Lathrop Esq
Sol^r for Compl^t

Interrogatories above referred to.
Interrogatory 1st What is your name and residence and how long have you resided there?

Interrogatory 2^d Do you know either of the parties to this suit, if so which of them and how long have you known them respectively.

Interrogatory 3. Have you had any experience in, or are you acquainted with the business of buying or selling or dealing in Lands, public or State Lands or others in Virginia, if so how long have you been thus engaged

to what extent.

Interrogatory 4. Are you acquainted with Land transactions or dealings in Virginia in which are used certain State certificates or scrip known as Virginia "Land Office Treasury Warrants" or "Land Office Exchange Treasury Warrants" or similar instruments?

Interrogatory 5. If to the last above interrogatory you answer in the affirmative state where or from what Office said Warrants are issued, for what purpose, and what use the holders of said Warrants could make of them.

Interrogatory 6. How long have you been acquainted with said Warrants and with the use of them.

Interrogatory 7. Are the holders of said Warrants limited to any particular class or kind of public or State lands in Virginia or can said holders locate said Warrants on any unappropriated State or public lands in said State. State particularly the rights and privileges of the holders of said Warrants as they have existed for the last five or ten years, in respect to locating the same on lands.

Interrogatory 8. Do you know whether any lands in Virginia besides the unsold lands of said State become subject to be located under said Warrants. State particularly in respect to lands forfeited to the State for non payment of taxes or otherwise.

Interrogatory 9. Do you know whether during the last five or ten years there has or has not been much business

down in said State in locating lands under or by virtue of said Warrants and what are your means of knowledge.

Interrogatory 10. State whether it has been practicable for the holders of said Warrants during the last five or ten years to locate the same upon lands of any considerable value.

Interrogatory 11. What has been the highest value within your knowledge of any lands in Virginia entered or located under said Warrants during said time.

Interrogatory 12. Do you know whether during said time the business of locating or entering lands in Virginia under said Warrants has with ordinary care and skill been profitable; and if so how profitable.

Interrogatory 13. State if you know whether during said time it has been practicable for a person holding said Warrants to the extent of 1200 acres in large or small parcels to use the same advantageously; if so in what manner & to what extent of profit or what value could have been realized out of such quantity of land subject to entry or location under said Warrants.

Interrogatory 14. Do you know any other matter or thing which may tend to the benefit or advantage of said Defendant Ring in this Suit; if so declare the same fully.
 Jason Mayock
 Sol^r for Def^t.

I do not know of any other matter or thing of which the above is a true copy.
 March 28, 1857.
 Doop & Lathrop
 for Compl^t.

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Cross interrogatory to be propounded to each the wit-
nesses named. What was the market value of
the Land Warrants described in the above interroga-
tory for each hundred acres at any time since the
year 1850? And how are such Warrants obtained
to what do they cost and has there been any change
in the cost or value of such Warrants within the last
two years?

The depositions of J. M. Stud, J. B. Blair, D. C. Lorch
and Robert J. Stud; the said J. M. Stud, J. B. Blair
and D. C. Lorch being residents of the town of Parkers-
burg Wood County Virginia, witnesses of lawful age
severally produced sworn and examined on their res-
pective coronial oaths as follows to wit J. M. Stud
on the 13th day of May 1857, J. B. Blair on the 13th
day of May 1857, D. C. Lorch on the 14th day of May
1857, and R. J. Stud on the 19th day of May 1857
(being the times designated by the undersigned Commis-
sioner) at the Office of Edward F. de Selding in the
town of Parkersburg Wood County Virginia by one
Edward F. de Selding a Commissioner duly appoint-
ed by a Preliminary Testimony or Commission issued
out of the Clerk's Office of the Circuit Court of Kenne-
bago County in the State of Illinois bearing Testo-
in the name of Morris B. Derrick Esq. Clerk of the
said Circuit Court with the Seal of said Court affixed
thereto and to me directed as such Commissioner for
the examination of the said J. M. Stud, J. B. Blair
D. C. Lorch and R. J. Stud witnesses in a certain
suit and matter of controversy now pending and
undetermined in said Circuit Court wherein Le-
wellys Jones is complainant and Paul B. Ring &

other Defendants in behalf of the Defendant Paul B. Ring as well upon the cross interrogatories of the Complainant which were attached to said Commission and upon none others. The said J. M. Steub, J. B. Blair, D. C. Lorch and A. C. Stud having been by me first severally duly sworn as witnesses in the said cause previous to the commencement of their examination to testify the truth as well on the part of the Complainant as the Defendant in relation to the matters in controversy between the said Complainant and Defendant so far as they should be interrogated testified and deposed as follows. Interrogatories propounded to the said J. M. Steub a witness produced and sworn as aforesaid on the part of the said Defendants and his answers thereto as follows.

Interrogatory First. — What is your name, age and residence and how long have you resided there.

Answer to 1st Interrogatory. My name is Josias M. Stud. My age is Fifty years and about eight months. My residence is, and has been during the last thirty years or more in Parkersburg Wood County, Virginia.

Interrogatory Second. Do you know either of the parties in this suit, if so, which of them and how long have you known them respectively.

Answer to 2^d Interrogatory. I am not acquainted with either party further than ^{such as} was formed with Mr Ring when on a visit to Parkersburg a few weeks since.

Interrogatory Third. Have you had any experience in or are you acquainted with the business of buying or selling or dealing in Land, public or State Land or others in Virginia, if so how long have you been thus engaged and to what extent.

Answer to 3^d Interrogatory. I have had considerable

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experience in and am tolerably well acquainted with the business of buying selling and dealing in lands in the Western part of Virginia previously granted to individuals and companies. I have been so engaged upwards of twenty years past and without making any close calculation in reference to the quantity am satisfied that my purchases and sales in my own right and as agent for others must exceed three hundred thousand acres.

Interrogatory Fourth: Are you acquainted with land transactions or dealings in Virginia in which are used certain State certificates or Scrips known as Virginia "Land Office Treasury Warrants" or "Land Office Exchange Treasury Warrants" or similar instruments?

Answer to 4th Interrogatory. I am.

Interrogatory Fifth: If the last above interrogatory you answer in the affirmative state where or from what Office said Warrants are issued for what purpose and what use the holders of said Warrants could make of them.

Answer to 5th Interrogatory. They are issued by and obtained from the Register of the Land Office at Richmond. They are used to authorize any County Surveyor or to locate them for the holder thereof upon any unappropriated lands within his County, after which the holder of the Warrant or his assigns obtain a Patent for the land so located.

Interrogatory Sixth: How long have you been acquainted with said Warrants and with the use of them.

Answer to 6th Interrogatory. At least twenty years.

Interrogatory Seventh: Are the holders of said Warrants limited to any particular class or kind of public or State Lands in Virginia or can said holders locate

said Warrants on any unappropriated State or public Lands in said State. State particularly the rights and privilege of the holder of said Warrants as they have existed for the last five or ten years in respect to locating the same on Lands.

Answer to 7th Interrogatory. The holder of said Warrants may locate them on any unappropriated lands belonging to the State. During the last five or fifteen years owners of Warrants could locate them on any lands West of the Allegheny Mountains whether previously appropriated or not by making affidavits that he believed the lands were vacant or unappropriated. But during most of the last mentioned period no such affidavits were required. If the title of the original patentee became forfeited to the State the holder of the Junior patent was entitled to the benefit of said forfeiture & gain if an original patentee neglected to hold possession of the land and suffered a Junior patentee to remain in quiet possession beyond the term specified in the Statute of limitations, the Junior patentee generally held the land except when minority or other legal disability was shown to have existed.

Interrogatory Eighth. Do you know whether any lands in Virginia besides the unsold lands of said State became subject to be located under said Warrants? State particularly in respect to lands forfeited to the State for nonpayment of taxes or otherwise.

Answer to Eighth Interrogatory. Lands that had been sold by the State and have since been and remain forfeited for nonpayment of taxes are subject to be located under said Warrants.

Interrogatory Ninth. Do you know whether during the last five or ten years there has or has not been much

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business done in said State in locating lands under or by virtue of said Warrants and what are your means of knowledge.
Answer to 9th Interrogatory. There has. I learn this from the Surveyor's Books of numerous Compsis.

Interrogatory Tenth. State whether it has been practicable for the holders of said Warrants during the last five or ten years to locate the same upon lands of any considerable value.

Answer to 10th Interrogatory. Many Warrants have been located upon lands deemed valuable within the last five or ten years.

Interrogatory Eleventh. What has been the highest value within your knowledge of any lands in Virginia entered or located under said Warrants during said time.

Answer to 11th Interrogatory. I have known sales of such lands within that time to be made at from three to five dollars per acre.

Interrogatory Twelfth. Do you know whether during said time the business of locating or entering lands in Virginia under said Warrants has with ordinary care and skill been profitable, and if so how profitable.

Answer to 12th Interrogatory. I know that many persons who made judicious selections realized a profit of one two three and sometimes five dollars per acre whilst others less careful have located their Warrants upon lands not liable to entry and consequently often lost money unless they were able to gain something from the parties holding title in the way of compromises.

Interrogatory Thirteenth. State if you know whether during said time it has been practicable for a person holding said Warrants to the extent of 1200 acres in large or small parcels to use the same advantageously; if so in what manner and to what extent of profit or what

would could have been realized out of such quantity of land subject to entry or location under said Warrants.

Answer to 13th Interrogatory. Much larger surreys than 1200 acres have often been located within the period referred to. I do not know the prices at which any such surreys have been sold entire but am satisfied that some of them if no better outstanding title was suspected would command if in market two to four dollars and perhaps more per acre.

Interrogatory fourteenth. Do you know any other matter or thing which may tend to the benefit or advantage of said Defendant Ring in this suit if so declare the same fully.

Answer to 14th Interrogatory. I am not aware of any other matter or thing that would tend to the advantage of the Defendant Ring.

Cross interrogatory and answer thereto by the witness J. M. Stud on the part of the complainant.

Cross Interrogatory. What was the market value of the Land Warrants described in the above interrogatories for each hundred acres at any time since the year 1850. And how are such Warrants obtained and what do they cost and has there been any change in the cost or value of such Warrants within the last ten years.

Answer to cross Interrogatory. The Warrants referred to generally sell in the Western part of Virginia at five dollars per One hundred acres. That has been the customary price since and several years before 1850. They are obtained from the Register of the Land Office at Richmond by paying into the State Treasury at the rate of two dollars per One hundred acres and a fee to the Register making the whole cost about \$2⁵⁰/₁₀₀.

per hundred acres. This has been the price during over
two years past.

J. M. Stud.

Interrogatory propounded to the said J. B. Blair a witness
produced and sworn as aforesaid, on the part of the said
Defendant, and his answers thereto as follows.

Interrogatory First. What is your name and age and residence
and how long have you resided there.

Answer to 1st Interrogatory. My name is Jacob Beeson
Blair, age thirty six years one month and a day
residence Parkersburg Virginia have resided here some
nine months was born and have lived in Virginia all
my life.

Interrogatory Second. Do you know either of the parties to
this suit if so which of them and how long have you known
them respectively.

Answer to 2^d Interrogatory. I do not.

Interrogatory Third. Have you had any experience in or
are you acquainted with the business of buying or
selling or dealing in lands, public or State Lands
or others in Virginia if so how long have you been thus
engaged and to what extent.

Answer to 3^d Interrogatory. I have had some experience in
and am somewhat acquainted with the business of buy-
ing selling and dealing in lands in the Western part
of Virginia previously granted to individuals and com-
panies. I have been to some extent so engaged for the
last two years. I have been principally buying selling
and dealing in right own right. I suppose I have
bought and sold about ten thousand acres.

Interrogatory fourth. Are you acquainted with land
transactions or dealings in Virginia in which are used

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certain State Certificate or Scrip known as Virginia "Land
Office Treasury Warrants" or "Land Office Exchange
Treasury Warrants" or similar instruments;

Answers to 4th Interrogatory. I am
Interrogatory Fifth If to the last above interrogatory you
answer in the affirmative state where or from what Office
said Warrants are issued for what purpose and what use
the holders of said Warrants could make of them.

Answers to 5th Interrogatory. They are issued by and ob-
tained from the Register of the Land Office of the State
They are used to authorize any County Surveyor to locate
them for the holder or his assigns thereof. Then the holder
or his assigns obtain a patent for said Land so located
from the Commonwealth.

Interrogatory Sixth How long have you been acquainted
with said Warrants and with the use of them.

Answers to 6th Interrogatory From ten to fifteen years.

Interrogatory Seventh Are the holders of said Warrants
limited to any particular class or kind of public or State
Lands in Virginia or can said holders locate said War-
rants on any unappropriated State or public Lands
in said State. State particularly the rights and pri-
-ileges of the holders of said Warrants as they have ex-
-isted for the last five or ten years in respect to loca-
-ting the same on Lands.

Answers to 7th Interrogatory. The holders of said Warrants
or their assigns may locate them on any unappropri-
-ated lands belonging to the State. For the last seven
or eight years owners of warrants could locate them
on any Lands West of the Alleghany Mountains
whether previously appropriated or not by making
affidavits that they (or he) verily believe that the
Lands embraced in the survey has not been previously

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appropriated or that it was at the time of the entry thereof liable to entry. But previous to the time aforesaid no such affidavit was required. If the title of the original patentee became forfeited the holder of the junior patent was entitled to such forfeiture, or if the junior patentee took possession of the land and held undisturbed possession of the same for a certain number of years then his title became complete as the Statute of Limitations protected him in a suit with a person having an older title except in the case of infants, persons of unsound mind, and of other legal disabilities.

Interrogatory Eighth. — Do you know whether any lands in Virginia besides the unsold Lands of said State become subject to be located under said Warrants, State particularly in respect to lands forfeited to the State for nonpayment of taxes or otherwise.

Answer to 8th Interrogatory. — Lands that had been sold by the State and have since become forfeited and remain so for nonpayment of taxes can be and are liable to entry under said Warrants.

Interrogatory Ninth. — Do you know whether during the last five or ten years there has or has not been much business done in said State in locating lands under or by virtue of said Warrants, and what are your means of knowledge.

Answer to 9th Interrogatory. There has, I know, from the fact that I have made such entries and that many others have to my knowledge.

Interrogatory Tenth. State whether it has been practicable for the holders of said Warrants during the last five or ten years to locate the same upon lands of any considerable value.

Answer to 10th Interrogatory. Many valuable lands have

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been entered within that period.

Interrogatory Eleventh. What has been the highest value within your knowledge of any Lands in Virginia entered or located under said Warrants during said time.

Answer to 11th Interrogatory. I cannot say.

Interrogatory Twelfth. Do you know whether during said time the business of locating or entering lands in Virginia under said Warrants has with ordinary care and skill been profitable, and if so how profitable.

Answer to 12th Interrogatory. Many persons who have located Lands after having first informed themselves as to whether the lands were forfeited or liable to entry or not and then made judicious selections have or will realize from one to five dollars per acre and in some cases more, whilst others without such information and attention making entries at random, will necessarily lose what the Warrants cost them and expenses attending their location unless they can by way of compromise with the legal owners obtain something.

Interrogatory Thirteenth. State whether if you know whether during said time it has been practicable for a person holding said Warrants to the extent of 1200 acres, in large or small parcels to use the same advantageously; if so in what manner and to what extent of profit; or what value could have been realized out of such quantity of land subject to entry or location under said Warrants.

Answer to 13th Interrogatory. I have no doubt but within that period a much larger quantity than 1200 acres could have been located. Indeed I am satisfied there has been. I cannot say at what prices they have been sold but with a good title, they will I have no doubt bring or are worth in market from one to five dollars per acre.

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Their value depends not only upon their quality but their location.

Interrogatory Fourth. Do you know any other matter or thing which may tend to the benefit or advantage of said Defendant Ring in this suit if so declare the same fully.

Answer to fourth Interrogatory. I am not aware of any other matter or thing that would tend to the benefit or advantage of said Defendant Ring in this suit. Indeed he has asked and posed questions and I have told him more in regard to Land Warrants and entering the same and the price of lands so located & than was ever asked or ^{in this way} asked out of me before.

Cross Interrogatory and answer thereto by the witness J. B. Blair on the part of the complainant.

Cross Interrogatory. What was the market value of the Land Warrants described in the above interrogatories for each hundred acres at any time since ^{the year} 1850. And how are such Warrants obtained, and what do they cost and has there been any change in their cost or value of such Warrants within the last ten years.

Answer to cross Interrogatory. The market value of said Warrants in Western Virginia has been generally five dollars per one hundred acres. This has been the customary price for some years before and since 1850. They are obtained from the Register of the Land Office of the State at Richmond by paying into the State Treasury at the rate of two dollars per hundred acres and a fee to the Register, making the whole cost about \$2⁵⁰/₁₀₀ per One hundred acres. This has been the price for more than ten years past.

J. B. Blair.

Interrogatory is propounded to the said Daniel to Lewis

a witness produced and sworn as aforesaid, on the part of the said Defendants and his answers thereto as follows
Interrogatory first. What is your name age and residence and how long have you resided there.

Answer to 1st Interrogatory My name is Daniel L. Smith my age forty five years and my residence Parkersburg Wood County Virginia where I have resided for seven years.

Interrogatory Second. Do you know either of the parties to this suit if so which of them and how long have you known them respectively.

Answer to 2^d Interrogatory I do not.

Interrogatory third. Have you had any experience in or are you acquainted with the business of buying or selling or dealing in Lands public or State Lands or others in Virginia: if so how long have you been thus engaged and to what extent.

Answer to 3^d Interrogatory. I have not been engaged in the business of buying selling or dealing in public or State Lands in Virginia.

Interrogatory fourth. Are you acquainted with Land transactions or dealings in Virginia in which are used certain State certificates or Scrips known as "Virginia Land Office Treasury Warrants" or "Land Office Exchange Treasury Warrants" or similar instruments.

Answer to 4th Interrogatory I am.

Interrogatory fifth. If to the last above interrogatory you answer in the affirmative state where or from what office said Warrants are issued for what purposes and what use the holders of said Warrants could make of them.

Answer to 5th Interrogatory. They are issued from the Office of the Register of the Land Office at Richmond Virginia by said Register to authorize any County

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Surveyor to locate the same upon any waste or unappropriated Land within his County, and the holder thereof has them subject to transfer or location.

Interrogatory Sixth. How long have you been acquainted with said Warrants and with the use of them?

Answer to 6th Interrogatory. About twelve years.

Interrogatory Seventh. Are the holders of said Warrants limited to any particular class or kind of public or State lands in Virginia; or can said holders locate said Warrants on any unappropriated State or public lands in said State particularly the rights ^{or} privileges of the holders of said Warrants as they have existed for the last five or ten years in respect to locating the same on lands.

Answer to 7th Interrogatory. They are not limited, but may locate them upon any waste or unappropriated land. The holders of such Warrant for about the past six years could upon making affidavits that the Land surveyed under said Warrant in conformity to an entry thereon was waste and unappropriated, and therefore subject to location obtain a patent for the same, but previous to that time no affidavit was required.

Interrogatory Eighth. Do you know whether any lands in Virginia besides the unsold lands of said State became subject to be located under said Warrants, State particularly in respect to Lands forfeited to the State for nonpayment of taxes or otherwise?

Answer to 8th Interrogatory. I believe that lands which have been, and remain forfeited for nonpayment of taxes are subject to location under said Warrants.

Interrogatory Ninth. Do you know whether during the last five or ten years there has, or has not been much business done in said State in locating Lands under or by virtue of said Warrants and what are your

means of knowledge.

Answer to 9th Interrogatory. There has. My knowledge is derived from having been County Surveyor of this (Wood) County for the past twelve years and as such having made many locations and surveys upon such Warrants. Interrogatory Tenth. State whether it has been practicable for the holder of said Warrants during the last five or six years to locate the same upon lands of any considerable value.

Answer to 10th Interrogatory. I do not think that during that time any lands of very considerable value could have been entered and held in this County under said Warrants. As to other Counties I am not particularly informed.

Interrogatory Eleventh. What has been the highest value within your knowledge of any lands in Virginia entered or located under said Warrants during said time.

Answer to 11th Interrogatory. From two dollars and fifty cents to five dollars per acre within the time specified.

Interrogatory Twelfth. Do you know whether during said time the business of locating or entering Lands in Virginia under said Warrants has with ordinary care and skill been profitable, and if so how profitable.

Answer to 12th Interrogatory. I have known some persons who have made money by so doing but how much I cannot say, others have lost money at it.

Interrogatory Thirteenth. State if you know whether during said time it has been practicable for a person holding said Warrants to the extent of 1200 acres in large or small parcels to use the same advantageously if so in what manner and to what extent of profit or what value could have been realized out of such quantity of land subject to entry or location under said Warrants.

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Answer to 13th Interrogatory. During that time a Warrant for 1200 acres would not have been entered in a body advantageously in this County altho' if subdivided it might have been but I cannot say as to other counties or do I know what amount of profit could have been realized out of such land so located.

Interrogatory Fourteenth Do you know any other matter or thing which may tend to the ^{benefit} advantage of said Defendant Ring in this Suit if so declare the same fully Answer to 14th Interrogatory I do not.

Cross Interrogatory and answer thereto by the witness Daniel C. Loreth on the part of the Complainant.

Cross Interrogatory What was the market value of the Land Warrants described in the above interrogatory is for each hundred acres at any time since the year 1850. And how any such Warrants obtained and what do they cost and ^{has} there been any change in the cost or value of such Warrants within the last two years.

Answer to Cross Interrogatory The market value of said Warrants in this section of Western Virginia since 1850 has been about five cents per acre or five dollars per one hundred acres. They are obtained from the Register of the Land Office at Richmond. They cost two dollars for each One Hundred acres and a fee to the Register of seventy five cents for the first One hundred acres and fifty cents for every additional hundred or in the same proportion for any quantity included in the same Warrant. There has been no change in the cost during the past two years.

Dan^l C. Loreth.

Interrogatories propounded to the said Robert P. Spud a witness produced and sworn as aforesaid on the part

of the said Defendant and his answers thereto as follows.
 Interrogatory First. What is your name age and residence
 and how long have you resided there

Answer to 1st Interrogatory My name is Robert P. Stud
 my age thirty two years and my residence West County
 Virginia where I have resided since the said County was
 formed and previously in the same place it being Wood
 County.

Interrogatory Second. Do you either of the parties to this
 Suit if so which of them and how long have you known
 them respectively

Answer to 2^d Interrogatory I do not know either of them.
 Interrogatory third. Have you had any experience in, or
 are you acquainted with the business of buying or selling
 or dealing in Lands public or State Lands or others in
 Virginia if so how long have you been thus engaged and
 to what extent.

Answer to 3^d Interrogatory I have had some experience
 in and am pretty well acquainted with the business
 of buying selling and dealing in public or State Lands
 and others in Virginia. I have been so engaged more or
 less during some eight years past during which time
 I have bought and sold as agent for others and on my
 own account about five thousand acres of land.

Interrogatory fourth. Are you acquainted with land
 transactions or dealings in Virginia in which are used
 certain State Certificates or Scrips known as Virginia
 "Land Office Treasury Warrants" or "Land Office Exchange
 Treasury Warrants" or similar instruments.

Answer to 4th Interrogatory I am.

Interrogatory 5th If to the last above interrogatory you
 answer in the affirmative state where or from what Office
 said Warrants are issued for what purpose and what use

the holder of said Warrants could make of them.
 Answer to 5th Interrogatory. They are issued from the Land Office of the State at Richmond, Virginia for the purpose to authorize any County Surveyor to locate the same upon any lands belonging to the Commonwealth within his County. The holder of such Warrants after locating the same and upon the return of the plat and certificate of the Survey, made thereon is entitled to receive from the Commonwealth a patent for the Land so located. The holder of a Warrant may assign the same.

Interrogatory Sixth How long have you been acquainted with said Warrants and with the use of them.

Answer to 6th Interrogatory. About five years.

Interrogatory Seventh. Are the holders of said Warrants limited to any particular class or kind of public or State Lands in Virginia or can said holder locate said Warrants on any unappropriated State or public Lands in said State. State particularly the rights or privileges of the holder of said Warrants as they have existed for the last five or ten years in respect to locating the same on Lands.

Answer to 7th Interrogatory. They are not limited to any particular class or kind of public or State Lands but are privileged to locate the same upon any Lands belonging to the Commonwealth which are waste and unappropriated as is set forth on the face of the Warrant.

Interrogatory Eighth Do you know whether any Lands in Virginia beside the unsold lands of said State become subject to be located under said Warrants State particularly in respect to lands forfeited to the State for non payment of taxes or otherwise.

Answer to 8th Interrogatory Patented Lands which be-

came forfeited and remain so are subject to location.
 Interrogatory Ninth Do you know whether during the
 last five or ten years there has or has not been
 much business done in said State in locating Lands
 under or by virtue of said Warrants and what are your
 means of Knowledge

Answer to 9th Interrogatory. - Not very much. My means
 of Knowledge are derived from having been Surveyor of
 West County nearly five years.

Interrogatory Tenth. State whether it has been practi-
 cable for the holders of said Warrants during the last
 five or ten years to locate the same upon Lands of any
 considerable value.

Answer to 10th Interrogatory. As a general thing it has not
 Interrogatory Eleventh. What has been the highest
 value within your Knowledge of any lands in Virginia
 entered or located under said Warrants during said time

Answer to 11th Interrogatory. About five dollars per acre.

Interrogatory Twelfth. ^{Do you} Do you know whether during said
 time it has been practicable for a person holding said
 Warrants to the extent of 1200 acres in large or small
 parcels to use the same advantageously; if so in what
 manner and to what extent of profit or what value could
 have been realized out of such quantity of Land subject
 to entry or location under said Warrants.

Answer to 13th Interrogatory. I have known locations to have
 been made within that time of over more than 1200 acres
 but cannot say what amount of profit could have been
 realized out of the same, or any other quantity.

Interrogatory Thirteenth Do you know any other matter
 or thing which may tend to the benefit or advantage
 of said Defendant Ring in this suit if so declare the
 same fully.

Do you know whether during said time the business of locating or entering Lands in Virginia
 under said Warrants has been ordinary and profitable or not? Answer to Twelfth Interrogatory. In some instances it has been
 profitable in others unprofitable
 Interrogatory Thirteenth

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Answer to 11th Interrogatory I decline to
cross interrogate and answer thereto by the witness Robert
P. Steed on the part of the complainant.

Cross Interrogatory What was the market value of the
Land Warrants described in the above interrogatory for
each hundred acres at any time since the year 1850.
And how are such Warrants obtained and what do they
cost and has there been any change in the cost or value
of such Warrants within the last ten years.

Answer to Cross interrogatory Five dollars per one hundred
or five cents per acre is and has been for the last five or
ten years the customary or market price, at which Land
Warrants have sold in this portion of the State They are
obtained by application to the Register of the Land Office
of the State at Richmond and upon paying into the
Treasury of the State two dollars per hundred acres,
or at that rate for the quantity desired and also pay-
ing to the Register a certain fee is about seventy
five cents for the first hundred and fifty cents for each
additional hundred acres (or at that rate) embraced by the
Warrant. There has been no change in the cost or value
of said Warrants within the last ten years.

R. P. Steed.

I, Edward J. de Selding of the town of Parkersburg Com-
ty of Wood and State of Virginia a Commissioner duly
appointed to take the depositions of the said J. M. Steed,
J. B. Blair D. C. Lorch and R. P. Steed witnesses whose
names are respectively subscribed to the foregoing dep-
ositions do hereby certify that previous to the commence-
ment of the examination of the said J. M. Steed J. B.
Blair D. C. Lorch and R. P. Steed as witnesses in the said
suit between the said Sewell & Powell complainant

and the said Paul B. Ring and other Defendants they were
 legally duly sworn by me as such Commissioner to testify
 the truth in relation to the matter in controversy between
 the said Sewell & Powell Complainants and the said Paul
 B. Ring one of said Defendants so far as they should be
 interrogated concerning the same, that the said deposi-
 tions were taken at my office in the town of Parkersburg
 County of Wood and State of Virginia on the 13th 13th 14th
 and 19th days of May 1857. (the taking of the same having
 been regularly adjourned by me from the 13th May owing
 to the absence from the County of the witnesses Blair Loretz
 and R. P. Stub) and that after said depositions were
 taken by me as aforesaid the interrogatories and answers
 thereon written down were read over to the said witnesses
 respectively and ^{that} thereupon the same was signed and
 sworn to by the said Deponents respectively, the oath in
 each case being administered by me as such Com-
 missioner.

Edward J. de Selding

Commissioner

Commissioners fees for taking the foregoing
 Depositions \$9.37

Postage on same .10

Our days attendance of D. L. Loretz as witness .50

Paid by Deft Paul B. Ring \$9.97

Teste.

Edward J. de Selding Comr

The deposition of Elisha Ring of the Village of Fleischburg
 Town of Hector County of Schuyler and State of New
 York a witness of lawful age produced sworn and
 examined upon his corporal oath on the 23 day of
 April in the year of our Lord One thousand eight
 hundred and fifty seven at the House of D. Burr

125.

Whereas in the said Village of Mectunburg Town of Rector
and County of Schuyler and State of New York by and
D. Burr Wheeler a Commissioner duly appointed by
a Order of the Legislature or Commission issued out
of the Clerk's Office of the Circuit Court of Mectunburg
County in the State of Illinois bearing test in the name
of Morris B. Derrick Esq Clerk of the said Circuit Court
with the Seal of said Court affixed thereto and to me di-
rected as such Commissioner for the examination of
the said Elisha Ring, a witness in a certain Suit and
matter in controversy now pending and undetermined
in the said Circuit Court between Paul B. Ring and
others Plaintiffs and Lemuel Powell Defendants in
behalf of the said Plaintiffs as well upon the cross inter-
rogatories of the Defendants as upon the interrogatories
of the said Plaintiffs, which are attached to or enclosed
with the said Commission and upon some others, the
said Elisha Ring being first duly sworn by me the
said Commissioner as a witness in the said cause
previous to the commencement of his examination to
testify the truth as well on the part of the Plaintiff as the
Defendant in relation to the matter in controversy
between the said Plaintiffs and Defendant so far
as he should be interrogated, testified and deposed
as follows.

Interrogatory 1st What is your name age and residence
Ans^r My name is Elisha Ring. I am fifty seven years
of age I reside in the town of Rector County of Schuyler
& State of New York two miles from the Village of Mectun-
burg which is my P. O. Address.

D. Burr Wheeler Commissioner
Interrogatory 2^d Do you know the parties to this Suit and which
of them and how long have you known them respectively

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Ansⁿ I know Paul B. Ring. he is my brother I have known him as long as I can remember. I don't know either of the other parties.

Inter^y 3^d Are you acquainted with or have you ever dealt in what are known as or called "Virginia Land Office Treasury Warrants" or "Land Office Exchange Treasury Warrants"

Ansⁿ I have known and dealt in both kind of Warrants mentioned in the 3^d interrogatory

Inter^y 4th Did you in the year 1849 or 1850 let the Defendant Ring have any such Warrants, if yes, where and for what amount of Land.

Ans. -- I did let my brother Paul B. Ring who is named as a party in this cause have some of the Virginia Land Warrants such as are mentioned in the third interrogatory above, but which kind they were I cannot recollect, neither can I recollect the time but think it was, about the year 1849 or 1850. I cannot recollect the amount but believe it was from seven to ten hundred acres from my best recollection.

Inter^y 5th Where did you then reside and what was the current or reported value per acre of such Warrants.

Ans. I then resided where I now do. the current or reported value per acre was from one to two dollars by persons dealing in them at that time. I think that they were mostly sold for one dollar per acre in 1849 & 1850. by persons that I was acquainted with who was dealing in them.

Inter^y 6th Did you when you delivered such Warrants to said Defendant Ring represent to or inform him that said Warrants had any particular value and what value did you state to him.

D. Burr Wheeler Commissioner

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Ans^r - I think that when I delivered said Warrants to Ring that I stated to him that several sales of said Warrants had been made from one to two dollars per acre in this vicinity and that I had seen a letter from the Treasurer of the Land Office written to Ezra Post stating that the waste and unappropriated Lands of the State of Virginia were subject to entry on only by the said Warrants and that I had understood that several northern men had taken up & improved these lands and found them productive and valuable. I recollect making in substance such statement.

Interrog^y. Were said Warrants endorsed by you and have you ever let him have any other such Warrants.

Ans^r I don't know whether said Warrants were endorsed by me or not and I have no recollection of letting him have any Warrants except at the one time alluded to.

Interrog^y 8th Do you know any other matter or thing tending to the benefit or advantage of said Defendant Ring in this case if so declare the same fully.

Ans^r I don't think of anything further that I know in this case.

Cross interrogatory - State how said Land Warrants are obtained. How much they cost and what was their market value in 1849. & 1851. and since that time. If you state their value at a greater amount than the cost at the Office when issued explain fully the reason of any such difference. State also whether you are any, and if so, what relation to the Defendant Ring.

Ans^r I don't know how said Warrants were obtained except by hearsay never having been the first purchaser of any to my recollection. I know nothing more of their market value in 1849-50 or 51. than I have stated in my answer to the 1st interrogatory. Since

1857. I have had but little or no knowledge of said Warrants or their market value. I did not know what D. Burr Wheeler Commissioner the Land Warrants cost at the Office previous to letting my brother have said Warrants and I do not know what they cost at the Office has been since that time except by hearsay. My reason for supposing them worth from One to two dollars per acre was in consequence of statements that I had seen and heard as to the value of the Land said to be subject to entry by said Warrants. Paul B. Ring is my brother as before stated.

Elihu Ring

Subscribed and sworn to
before me this 33^d day of April 1857

J. D. Burr Wheeler Commissioner
J. D. Burr Wheeler of Mchlenburgh County of Schuyler and State of New York a Commissioner duly appointed to take the deposition of the said Elihu Ring, a witness whose name is subscribed to the foregoing deposition, do hereby certify that previous to the commencement of the examination of the said Elihu Ring as a witness in the said Suit between the said Paul B. Ring and others and Sewellus Powell, he was duly sworn by me as such Commissioner to testify the truth in relation to the matters in controversy between the said Plaintiff and Defendants named in said Suit as far as he should be interrogated concerning the same and that said deposition was taken at my presence in the Village of Mchlenburgh County of Schuyler and State of New York on the twenty third day of April 1857. and that after said deposition was taken by me as aforesaid the interrogatories and answers thereto as written down were read over by the said witness

and that thereupon the same was signed and sworn to by the said Deponent before me the said Commissioner at the place and on the day and year last aforesaid.

D. Berry Wheeler.

Commissioner

State of Illinois

Winnebago County ss. The People of the State of Illinois to D. B. Wheeler of Mchenbrough in the County of Schuyler in State of New York ^{Justice} Whereas it has been represented to us that Elihu Ring of said town of Mchenbrough is a material witness in a certain cause now depending in our Circuit Court in and for the County of Winnebago aforesaid between Paul B. Ring & others Plaintiffs and Lemuel Powell Defendant and that the said witness resides at Mchenbrough aforesaid without the said State of Illinois and that his personal attendance cannot be procured at the trial of the said cause: Now know ye that we in confidence of your prudence and fidelity have appointed you Commissioner to examine the said witness, and do therefore authorize and require you to cause the said witness to come before you at such time and place as you may thereupon designate and appoint and diligently to examine the said witness on the oath or affirmation of the said Witness by you first duly in that behalf administered and faithfully to take the deposition of the said Witness upon all interrogatories inclosed with or attached to these presents both on the part of the said Plaintiff and of the said Defendant and your others and the same when thus taken together with this Commission and the said interrogatories to certify into our said Circuit Court with the least possible delay Witness Morris B. Derrick Clerk of said Court and

the seal thereof at his office in the City of Rockford in
Said Winnebago County this Ninth day of April
A D 1857. Morris B. Derrick Clerk
L.S. By O. B. Purnoyer Dep Clerk

Paul B. Ring & als ~ Winnebago Circuit Court.
ad. ~ in Chancery.
Lewellyn Powell.

Now will please take notice
that on the Ninth day of April next at 3. o' clock P. M. I
shall attend at the Office of the Clerk of this Court for
the purpose of requiring him to issue a Commission
in this cause directed to D. B. Wheeler of Mechlinburgh
in the County of Schuyler and State of New York to
take the testimony of Elisha Ring of said town of Mech
linburgh on the interrogatories annexed to be read in
evidence on the final hearing of this cause on the part
of said Defendant Ring at which time and place
you are required to attend and file cross interrogatories
if you think proper.
J. M. Satterop Esq ~ Morris & Co.
Sol^r for Compl^t ~ Jasos Marsh
Sol^r for said Def^t.

Interrogatories referred to.

Interrogatory 1st What is your name age & residence
Interrog 2. Do you know the parties to this suit & which
of them & how long have you known them respectively
Interrog 3. Are you acquainted with or have you ever
dealt in what are known as or called Virginia Land
Office Treasury Warrants or Land Office Exchange
Treasury Warrants

Interrog 4 Did you in the year 1849 or 1850 let the
Defendant Ring have any such Warrants if yes

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where and for what amount of land.

Interrog 5. Where did you then reside and what was the current or reported value per acre of such Warrants Interrogatory 6. Did you when you delivered such Warrants to said Defendant Ring represent to or inform him that said Warrants had any particular value and what value did you state to him.

Interrog 7. Were said Warrants endorsed by you & have you ever let him have any other such Warrants

Interrog 8th Do you know any other matter or thing tending to the benefit or advantage of said Defendant Ring in this case if so declare the same fully.

Jason Marsh
Sol^r for said Def^t

I admit service of a true copy of the above notice and interrogatories March 28th 1857

Loop & Lathrop

Sol^{rs} for Compl^t

Comp Interrogatory. State how said Land Warrants are obtained how much they cost and what was their Market value in 1849 & 1851 & since that time. If you state their value at a greater amount than the cost at the Office where issued explain fully the reasons of any such difference State also whether you any and if so what relation to the Defendant Ring.

Endorsed. Filed April 7. 1857.

W. B. Derrick Clerk

The preliminary interrogatories omitted as per agreement of parties.

Did you know of Def^t Ring having in his possession

what was called Virginia Land Scrip in April 1852.
I did not.

Did you know of a trade between Complainant and
Defendant Ring for the Valley Hotel at Cherry Valley
about the month of April A D 1852.

I did know that such a trade was made about that
time.

Who had previously owned that property

Ans. Complainant Powell

Who occupied the house & premises at the time of the
trade and for what purpose

Ans. Myself and My Clerk Occupied the same for a
Hotel on a lease from Mr Powell.

Do you know what funds or property the Defendant
Ring exchanged with Complainant for the property.

I cannot say that I do.

Did you know of Complainant receiving any Land
Scrip from Def^t Ring in payment for said
property.

I did, from statements of Complainant. I think
it was before the trade was consummated that I had
a talk with Mr Powell about the trade. He told me at
that time that he was taking part pay in Virginia
Land Scrip or Warrants. I asked Complainant if he
had satisfied himself that there was any value in
the Warrants or Land Scrip. He replied he had. He
said he had written to Virginia to a friend or Sheriff
do not recollect which he said he could trade them
for goods and thought he should do it and go into
Indiana and sell them. I think he said he had had a
proposition to that effect.

What did he say about the value of the Warrants.

Do not remember that he said anything of their value

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Did Complainant say anything about living in Virginia

I cannot say that he said anything about living in Virginia at the time of which I have been speaking. I think I have heard him say something of having lived in Virginia or having been there but am not positive.

Did Complainant at any time after the trade was made apply to you to consent to accept Defendant as your Landlord under the Lease which you held from Complainant (Objected to by Comp.) He did.

Did you consent to accept him as your Landlord & if not why. (Objected to by Comp.)

I did not consent to accept him as Landlord. The reason I did not was that I did not think the Complainant had fulfilled the terms of the lease on his part and wished it complied with before I changed Landlords.

What aspect had not Complainant fulfilled the terms of the lease (Objected to by Comp.)

By the terms of the lease the house was to be finished up by the first day of Jan'y 1852 with the exception of one room. And also the barn and out buildings which was not done for all winter and it was not done at all while I occupied it.

What time did you leave the premises and for what reason. (Objected)

I left in September or October. think in October. After the sale. The reason we broke up was that the lease had not been complied with.

(Objected to by Comp.)

Did you ever recognize the Defendant Ring as your Landlord or pay rent to him (Objected to)

I did not.

Cross Examination

Was the matter of rent and damages while you and Mr. Clark occupied the premises settled by an arbitration.

It was.

Did you and Mr. Clark settle with Mr. Ring for abandoning the premises.

After ~~we~~ I moved out we sold the lease to Mr. Ring defendant and he released us from the lease, we gave him two hundred dollars.

What in your conversation with the Complainant referred to in your direct examination were these Warrants called.

They were sometimes called Virginia Land Warrants and sometimes Virginia Scrip.

Direct resumed.

When you spoke of these Warrants or Scrip did you refer to the same matter.

I referred to the property that Complainant was receiving for the premises - the reason of their being so called was that I was ignorant what they were or of their value.

Was there any other kind of Virginia Land Scrip or Virginia Land Warrants known in the vicinity of Cumy Valley than the kind that passed from Mr. Ring to the Complainant (Objected to)

There was not to my knowledge I did not know of any other transaction, except that Mr. Foster sold his farm and took this Scrip in part payment.

How long did the Lease you spoke of run and at

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what rent

Two years from the first day of Jan'y 1853 the rent was \$400 per year.

What was the value of the rent per year at the time you gave up possession to Mr Ring in the condition the property was in at that time.

I should not consider the rent worth more than \$200 per year.

What was the value of the premises at the time of the purchase of Mr Ring from Couplet Powell

I should not consider the property worth over two thousand dollars.

Alfred E. Hale

Cross Interrogatories

Did you leave the house at or about the time the car passed on from Cherry Valley to Rickford.

The car left the 2^d day of August & I left about the first of October.

What would have been the value of the rent of these premises in a good state of repair from the time you left them for the balance of your lease

I should think about \$300⁰⁰ per year.

Alfred E. Hale.

Preliminary questions waived

Did you ever have any conversation with Mr Powell the complainant in relation to the Land Scrip acquired by him from Mr Ring. if so. when where and what was it.

I have had. It was in the month January 1853 at Cherry Valley. Mr Powell and myself were at work together on the Valley Hotel at Cherry Valley. Mr Powell asked me if I knew the value of Virginia Land Scrip. I told him I did not. He asked if I ever had anything to do with it. I told him I had not. He told me the

reason he asked for was that he had had a proposition from Mr. Elisha Foster to sell him some Lots and take Virginia Land Scrip. He said another reason was that he already had a large amount of it on hand and he did not want to invest more in it until he knew what it was worth. I then asked him how he came to have so much of it without knowing how much it was worth and said to him that he ought to have been better posted before he got so much on his hand. He said he supposed when he traded that he did know the value of it that he relied for his information as to their value on information he got from a friend of his in Virginia that he wrote to his friend in Virginia to ascertain its value before he traded and that he received information from him that it was considered as good as cash at two dollars per acre. He said that when he got it he intended to go to Virginia to dispose of it but he had been too busy to attend to it and that he had heard some rumors since he got it that it was not worth what he paid for it.

What do you refer to when you refer to a trade he had made

He said he had taken Scrip from Mr. Ring in a trade for the Valley Hotel.

Was not property considered higher in the winter of 1851 & 1852 than it was in the winter of 1853 after the cars had left Cherry Valley.

I think it was worth more from the year 1851 to 1852 than in the year 1853 after the cars left.

Did Mr. Powell say anything to you as to the price he allowed Mr. Ring for the Land Scrip.

I think he did not.

Did Mr. Powell state to you what Mr. Ring told him

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Powell ask the value of this scrip

He did not.

How long had you prior to that time been acquainted with Mr Ring? About three years.

Did the complainant in that conversation find any fault with Mr Ring in respect to the scrip (Objected to)

He did not that I recollect.

What was the value of the property at the time Mr Ring purchased it.

As near as I can judge I should consider it worth about \$3000⁰⁰

G. B. Scidmore

Cross Interrogatories

Did you not insure this property as the agent of an Insurance Company in the year 1851. in December I did

Was not the appraised value of the property at that time put in at \$4000⁰⁰

I think it was about that amount with the understanding that it would be greatly improved by repairs and additions I think it was insured at \$31000⁰⁰

During your acquaintance with Mr Ring had you ever learned from him that he was dealing in Land Scrip

I only learned from him that he had let Mr Powell have some on the purchase of the Valley Hotel

I was not much with him at that time and knew but little of his transactions.

Were you at that time or are you now acquainted with the value of these Virginia Land Warrants. I am not nor never was.

Do you know the fact that Mr Ring procured these Land Warrants to be issued in the name of Mr Powell

after the trade had been made between them
I do not. G. B. Scidmore.

Look at the receipt attached in the answer filed
in this cause and marked A and state whose
signature it is.

I think it is the signature of Sewellus Powell
the Complainant.

Now you present when that receipt was signed by the
Complainant I was.

When and where was it done and did the Complainant
read the receipt before signing it.

The receipt was signed at the date. I read the re-
-ceipt only myself and if it had not been correct I
should have noticed it. The receipt was signed at
the Valley Hotel in Cherry Valley. I think Mr Powell
either read the receipt or it was read to him in his
hearing.

State whether your present recollection is as it was
on your previous examination in relation to the deliv-
-ery to you of two packages by the Def^t Ring

(Objected to)

I think I was mistaken at that time as to the number
of packages. I said then there was two. I think got
the impression from the statement Mr Ring made
to Mr Powell that he would send and get scrip issued
in Mr Powell's name. I think there was but one pack-
-age. (Objected to)

Do you remember what Mr Powell said about writing
to a friend in Virginia to ascertain the value of this
scrip, if so state.

He said he had written to Virginia to a friend on the
subject to ascertain their value, and had learned from

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him that it was worth the face of it.
Did he ever say anything about going to Virginia to
locate the Scrip if so what did he say about.

(Objected to.)

I heard him say that he should go and locate it.
Did the Complainant request you to deliver him the
Scrip at any time before the work was finished that
he was to do under the contract, if so state when and
what was the request for what purpose.
He did: it was some time previous to the completion
of the work. He said he wanted to go to Virginia &
locate the Scrip. Edward Fitch.

Proff Interrogatories.

In whose hand writing is the receipt marked A.
It is in the hand writing of Mr Ring.

Do you remember that this receipt was made upon
the 30th day of September 1852 and dated back
to meet the old contract which was cancelled at
that time I do not.

Edward Fitch.

Fees for taking Dep^y \$5.00

Decree

Swollen Powell

Paul B. Ring

This cause having been submitted
to this Court at the last term, thereupon the pleadings
of the parties herein and the proofs in this cause, and
the Court having heard the arguments of counsel and
being now fully advised in the premises. It is or-
-dered adjudged and decreed and this Court by virtue
of the power and authority therein vested do the order ad-

judge and decree that the sale of the premises described in the Complainant's bill of complaint was made under fraudulent representations of said Defendant to said Complainant, and that the said conveyance thereof executed by said Complainant and his wife to the said Defendant bearing date on or about the 8th day of April 1852 and mentioned in said bill of complaint by reason of such fraudulent representations of said Defendant was annulled and of no effect. And that the said sale and the said conveyance of said premises from said Complainant to said Defendant be set aside and the said parties be restored to their former rights and situation in the premises so far as the same can now be done.

And it appearing to the Court that the said Defendant has paid and allowed to said Complainant of the purchase price of said premises the sum of nine hundred fifty six & ⁶⁶/₁₀₀ dollars and that the said Defendant has also delivered to said Complainant Virginia Land Scrip of the kind and description mentioned in said Bill of Complaint twelve hundred and fifty acres.

It is ordered that the said Complainant repay to the said Defendant the amount so paid him on said purchase price and interest at six percent from date of payment and that he restore to the said Defendant the said Virginia Land Scrip so rec^d of said Defendant and that he repay to said Defendant all taxes legally levied on said premises after the date of said supposed sale and paid by said Defendant & interest thereon. And it appearing to the Court that at the execution of said conveyance the said premises were under a lease to Messrs Hale & Clark and that said Hale and Clark in the fall of 1852 abandoned the said Lease and gave up the possession of said premises

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and that thereafter the said Defendant put one
Acidmore into possession thereof and that the said Defen-
dant since the said Acidmore so entered into possession
of said premises is chargeable with the rents and profits
thereof - And the Court not being advised as to the time
said Acidmore entered into possession of said premises
nor as to the reasonable rent of said premises since that
time these questions are referred to the Master of this Court
to ascertain by proof & report to this Court. And it ap-
pearing to the Court that the said Ring obtained of
said Hale & Clark the sum of two hundred dollars for
their abandonment of their lease of said premises
And it also appearing to the Court that of the said sum
of two hundred fifty six $\frac{60}{100}$ dollars so paid by said
Defendant to the Complainant as aforesaid the sum
of one hundred sixty six $\frac{60}{100}$ dollars was paid by the
assignment to the Complainant by the Defendant
after the said conveyance the rent of said premises
for the period of five months under said lease of said
premises to Hale & Clark. It is therefore ordered that
the said sum of two hundred dollars so received of
said Hale & Clark by the Defendant. And also said
sum of one hundred sixty six $\frac{60}{100}$ dollars, the rent of
said premises so assigned to the Complainant as aforesaid
be deducted from the said sum of money nine
hundred and fifty six $\frac{60}{100}$ dollars upon stating the
accounts of the parties herein. And it is further or-
dered and decreed that the said defendant restore
the said premises to the Complainant in as good order
and condition (reasonable wear and use thereof ex-
cepted) as put in by said Complainant at the time
or after the execution of said conveyance, and if it
shall appear that any waste has been committed

or permitted upon said premises that the Master take an account thereof and report the same to this Court And that he take an account of the permanent improvements made by the Defendants if any on said premises before the filing of the bill in this cause and report the same to this Court. And it is further ordered and decreed that this cause be referred to the Master of this Court to take and state an account between the said parties as herein decreed and that he report the same to this Court at the next term thereof. And it being the judgment of the Court to entirely set aside the said Sale and conveyance of said premises and remit the parties to their rights as they existed before the making thereof as near as possible And it appearing to the Court from the answer of said Defendant and the papers therewith filed that at the time of the Sale of said premises to said Defendant as aforesaid and as a part thereof the said Complainant sold to the Defendant all the personal property mentioned in the Lease of said premises to said Halsey Clark And the Court not being advised from the proofs herein as to the value of such personal property it is referred to the Master to inquire into and report to this Court the amount and value of said property as near as he may be able to do. And it is further ordered that all questions not herein decided are reserved for the further hearing of this cause. and that this cause stand continued for such further proceeding herein as may be necessary in the premises

Benj. R. Sheldon

Endorsed. Filed May 8th 1858. at 4. o. clock P. M.
M. B. Derrick Clerk

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Master's Report.

Winnebago County Circuit Court.

Levittus Powell

vs

Paul B. Ring

In Chancery.

In Honor Benjamin R. Sheldon
Judge of said Court.

The undersigned to whom it was referred to take
proof herein and state the account between said
parties would respectfully state and report that I
have taken the depositions of Abram Dana, Wesley
Howard, John Fitch, Alfred E. Hale and Thomas
Gray whose several depositions accompany this my
report, and I have also had before me a certificate
of Eben S. Gaylord County Clerk of said County in
relation to the taxes on the premises herein involved
and said certificate also accompanies this report.
From such evidence it appears that the waste com-
mitted on said premises since the defendant came
into the possession thereof is equal to the whole amount
of permanent improvements made thereon since the
sale to said Ring. The amount of money paid on
the purchase of said premises by Ring was nine hun-
dred and fifty six dollars and sixty six cents and
from this sum there is to be deducted as required by
said decree the sum of two hundred dollars paid by
Hale and Clark to said Ring upon settlement of the
lease held by Hale & Clark and also the sum of One
hundred & sixty six dollars and sixty six cents which
was included in said sum paid on account of five
months rent surrendered or retained by their agreement
as mentioned in said decree. There would therefore

remains the sum of five hundred and ninety dollars and the interest thereof from April 8. 1853 the date of said sale to this time, with which said Powell would be chargeable and which I have included in the statement of the account between the parties hereinafter made. The amount of taxes and interest is charged in said account to said Powell. From the testimony it appears that Ring by deed gave his lessee or agent took possession about Nov. 1. 1853 and I have taken that as the time, and have computed the rents from that time to this date and have charged the same to Ring. There is some conflict in regard to the rate of rent or value of the premises. From the present value and from the land connected with the Hotel property and which yielded the estimate made by Howard, I have placed the amount at two hundred and eighty dollars per year during the whole time. The personal property as delivered over by Hale and by him estimated a amount to One Hundred and twenty three dollars. An estate committed is balanced against the permanent improvements these items do not appear in the Statement. The recapitulation of the several items in tabular form presents the following account viz.

Paul B. Ring in ac^t with Lemuel W. Powell.

Dr. Rent of Hotel property from	
Nov. 1. 1853 to Oct. 1. 1859. Six years	
& Eleven months @ \$280. per year	\$1936.63
Personal property included	
in sale del ^d by Hale	123.00

Excess amount of purchased money paid	\$590.00	
Interest on same from 8. Apr 1853 to		
Oct. 1. 1859. 4 yrs 5 mo & 23 days,	264.75	
Taxes paid from 1853 to 1858, inclusive	206.06	
Int on same for 3 years.	31.16	1098.37

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The foregoing account makes the said Ring indebted
to said Powell in the sum of Nine Hundred and
Sixty one dollars and twenty six cents (\$961.26) at
this date. All which is respectfully submitted.
Rockford Ill. E. M. Baker,
Oct 1. 1859. Master in Chancery.
Master for \$10.

1851.

"A."

Sewell Powell to Abram Dana	Dr
In 20 bedsteads for the Hotel 32 1/2	\$55.00
" 1 center table for do	10.00
" 17 patent bottom for bedsteads for do (and you found part of the slats)	8.50
	\$73.50

Disposition of Abram Dana a witness sworn and ex-
amined before E. M. Baker, Master in Chancery Aug
20 1859 on the part and behalf of the Complainant.
Making first duly sworn says. I am acquainted
with Sewell Powell the Complainant. At the time
Hale and Clark first went into the house in question
I sold to Mr Powell the furniture a bill of which is
here annexed and ^{made} marked exhibit "A"

When Powell sold to Ring there was a small building
covering well and cistern and conveniently situated.
This was annexed to another part of the building.
A porch was made after the sale. The house was much
more convenient before these changes than now.
The porch was rather an expensive one but neces-
sary and a small amount laid out on the small
building as it originally was would have made
it better than new. In the neighborhood of thirty
dollars it would have cost to have done it. A part
of the tin cans hangings are broken down and destroyed

considerably. I should think the waste was greater than the amount which should have been expended upon the improvement of the property. I do not know what the improvements cost. The work was nicer and more expensive than necessary for the place where it was put being on the back side of the house. The gates are broken and the boards in the barn removed from what they were. The property in the annexed bill was worth the price therein mentioned at that time. The windows are some of them injured considerably. Attended on day as witness. Abram Dana Subscribed.

Cross examined.

The building removed was from sixteen by twenty feet in size, was a low car house, value some fifty dollars. Was used as a kitchen for the Hotel. There was another part of the building used for kitchen while Powell had possession. I don't know what part of the building was used for kitchen while Ring was in possession. Don't know as I ever was in there then. The small building was removed to put on the piazza being over a part of the same place. The whole length of the porch is some thirty five feet and some eight or ten feet wide. I don't know what such things cost having never built one or heard the price. I should think it could have been built for one hundred dollars. The cornice was nicer than necessary in my opinion. Abram Dana

Deputy to and Subscribed

this 30th day of August A. D. 1859. before me

E. H. Baker Master in Chancery

Deposition of Wesley Howard, a witness produced from

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examined before E. H. Baker Master in Chancery
who being sworn says. I am acquainted with the
Cherry Valley Hotel. I first knew it five years ago
Lyow and Priest were then in possession of it. The
year 1856 it rented for seven hundred and fifty
dollars being from April 1. 1856 to April 1. 1857.
From April 1. 1857 to April 1. 1858 the rent was five
hundred and fifty dollars. From April 1. 1858 to
Apr 1. 1859, the rent was worth two hundred and
eighty. The present rent is two hundred and eighty
Dollars per year. For the year ending April 1. 1856
I think the rent was worth seven hundred and
fifty dollars. For the year ending April 1. 1855
I think the rent of the tavern part for one hundred
dollars and the store rented for one hundred
& fifty dollars. The premises have been kept in bad
repair since I knew them. All the rents since April
1. 1856. to April 1. 1859. have been paid except fifty
dollars which is owed by one Stetson who is considered
good. Attended one day as witness.

Cross Examined. Mr. Loxan paid six hundred dol-
lars in 1856 to me in money for Mr. Priest's estate
S. J. Clark paid One Hundred and fifty for the store
the same year. The premises embrace store &
tavern. There was forty acres of land included
in the rent of the year 1856. the value of the land
was then seven \$50 per acre. It was common not
worth much. I think hay might have been cut from
it. I collected the rent in 1857. Loxan then had it
Stetson had it from April 1. 1857. to April 1. 1859.
The rent was paid to me except what Mrs. Priest
boarded out and the fifty I have mentioned.
Wesley Howard.

Sworn to and Subscribed
before me this 20. August A.D. 1859.
E. H. Baker Master in Chancery.

Deposition of John Fitch who being first duly sworn
deposes and says. I have been acquainted with
the Valley Hotel at Cherry Valley ever since its erec-
tion. In April 1852 the premises were occupied by
Hals & Clark. From April 8. 1852 to 8. April 1853. the
property was worth as much as double what it was from
Apr 8. 1855 to Apr 8. 1856. From Apr 1853 to Apr 1854 it
was not worth so much the land having passed
on. It was worth about the same as from 1853 to 1856.
I have been acquainted with the premises since they
were erected. Know the time when Powell sold to Ring
I think since said sale the waste is equal to the
improvements. The abuse and waste of said prem-
ises ^{since Apr 8. 1852} I think equal to all permanent improvements
thereon. Attended one day as witness
Subscribed & Sworn to John Fitch
before me this 31st day
of August A.D. 1859.
E. H. Baker Master in Chancery.

Deposition of Alfred E. Hals who being sworn says
I was acquainted with the Valley Hotel at Cherry
Valley since April 8. 1852. I occupied it at the time
of the sale from Powell to Ring. There were in the
house at that time furnished by Mr Powell two
washstands. I think from 8 to 10 worth about ten
dollars and a half apiece. Twenty beds each worth
three dollars apiece. One center table worth about
eight dollars one dining room table or set of tables.

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worth I think twenty five dollars One Water Bay
worth five dollars The foregoing furniture was in the
house when Ring took possession and was passed
over to him. I gave him possession myself. The al-
terations made in the premises since Ring took pos-
session have been of advantage to the place and
would make it sell better. Some of such improvement
was made more for looks than for utility. I don't
think they added but very little to the practical utility
of the House for carrying on the business of keeping a
Hotel. The changes made were in taking away a
cigar shanty used for a cook room which opened from
the dining room and putting it on to the back end of
the wing and cutting a door through the front wall
and changing the wall and water pipes and in the
angle where the shanty stood a verandah was built
so as to give the House a better appearance from the
Railroad. I think the property would rent for more
in consequence of these improvements. There has been
considerable waste committed, there to my knowledge
since Ring took possession. I think the waste com-
mitted upon the premises is equal to the value of
all improvements made thereon.

Cross examined

I was occupying the premises at the rent of four
Hundred dollars including all but one room in
the cellar. We had a lease from Sewell & Powell
from January 1852 for five years. I had possession
of the premises under the lease about nine months
before giving it up to Ring. I gave up the premises
to Ring under a settlement with Ring. We vacated
the premises under the lease. We thought the lease
not fulfilled. Did not learn on account that the

premises were not worth the rent for a Hotel. One reason was that the premises were not fixed up as agreed. The value of the premises for the purposes of a Hotel was greater that year than ever before or since for the reason that that was the terminus of the road that season. The road passed on the second day of August 1853. Before that there was all the business that could be done in the Hotel and since not enough.

At the time I abandoned the premises I did not consider the premises worth the rent we were to pay in the condition they then were. For the last two or three years, I don't think the value of the premises over two hundred & fifty dollars per year. From 1853 to 1856 the rent would be worth the same. From the time we left it I think that would be its value till the present time including the building and lot. Since Ring disposed of it there has been a farm connected with & rented with it. The amount of land connected with it was eighty acres and was all fenced till a year ago last June and part of it cultivated and the balance grass land. The improvements made by Ring since his occupancy were the changing of the shanty or cook room as I have mentioned cutting the door through the front and putting in the door & building the veranda & painting inside some. The store was done off after Ring took possession. The expense of fitting up the store I should think would be about \$100. All the changes made I should think must have cost some four or five hundred dollars not including store.

I think the mixing of the kitchen was a reasonable improvement. Some of them were. The building might have been finished up with the kitchen as it was and looked about as well and been better attended one day as a witness. A. E. Hale.

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Sworn to and subscribed before me this 24th day of
August A.D. 1859. E. H. Baker
Master in Chancery.

Deposition of Thomas Gray a witness produced Sworn
and examined before E. H. Baker Master in Chan-
-cery on the part of Complainant this 29th August A.D.
1859. I worked for Skidmore in the Valley Hotel
preparing &c in the fall of 1853. He was then in the
occupancy of it putting down carpets and fixing it
This was in October or November of 1853. Hale &
Blank occupied it before he went in. I have at-
-tended one day as witness. Thomas Gray.
Subscribed and sworn to
before me this 29th day of August A.D. 1859
E. H. Baker Master in Chancery.

State of Illinois -
Winnebago County

I, Elmer S. Gaylord County Clerk
in and for said County do certify that the whole
amount of taxes levied against Part of Lot 40
four (4) Cows (1) in Block A to form (4) in the Village
of Cherry Valley (known as the Hotel property belong-
ing to A. Priest estate) for the years 1853 to 1858
inclusive is two hundred and six dollars and
forty six cents (\$206.46) Witness my hand and seal
of said County at Rockford this 31st day of August
A.D. 1859. E. S. Gaylord
County Clerk

Per \$1⁰⁰

Endorsed. Filed Oct 1. 1859
M. B. Derrick Clerk

And afterwards to wit on the 3^d day of October A D 1859.
it being one of the days of the September Term A D 1859 of
the Winnebago County Circuit Court the following
order was entered of record to wit.

Lowell W. Powell

vs

Oct 3. 1859.

Paul B. Ring et al.

On motion of Complainant It
is ordered that the Master's report filed herein be con-
firmed unless cause be shown to the contrary by Wed-
nesday morning next.

Lowell W. Powell

vs

Paul B. Ring

Win. Circuit Court.

In Chancery

Sept Term 1859.

This day again came the parties by
their Solicitors and the Master's report having been here-
tofore filed herein which is in all things confirmed by
the Court. And it appearing from the said report that
upon the statement of the account between the said
parties made in pursuance of the former order and
decree made in this cause there is due to the said
Complainant from the said Defendant for rents
and profits over and above all payments, expen-
diture and improvements the sum of nine hundred and
sixty one ²⁴/₁₀₀ dollars - It is therefore by the Court ordered
and decreed that the said Complainant have and
recover of the said defendant the said sum of \$912²⁴
together with his costs and charges in this suit and
that he have execution from this Court therefor. It is

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pearing to the Court that the Virginia Land Grants mentioned in the former decree in this cause have been delivered to the defendant in pursuance of said decree. this decree by consent of the parties.

Bury. R. Sheldon.

Endorsed.

Filed Oct 15. 1859.

M. B. Durick, Clerk

For value received I assign a certain Judgment obtained in February last in a Court of Chancery in the City of Rockford in the County of McHenry a State of Illinois against one Paul B. Ring of the City of Chicago for the sum of of four thousand and seven dollars for the purposes herein after mentioned. The conditions of the above obligation is such that the above said judgment is assigned as security for the performance of a certain contract entered into by the undersigned with one Miriam B. Stevens of Grims castle State of Indiana. upon the performance of which then this assignment to be null and void otherwise to remain in full force and virtue
West Urbana March 27. 1857.

Levellin Powell

I agree to let this assignment of the within remain in full force until all obligations are settled up with John Kunev and James E. O'Hair
West Urbana June 14th 1857.

Levellin Powell

Endorsed

Filed Oct 31. 1858.

M. B. Durick, Clerk

In the Win Co Circuit Court,
In Chancery.

Sewellus Powell

Paul B. Ring

Rec Rockford Oct 15 1859. from
Loop & Lathrop Solicitors for the complainant, and
on his account the Virginia Land Warrants
mentioned in the decree in this cause which are
delivered to me for the Defendant in pursuance
of the decree heretofore made in this cause
Jason Marsh
Sol^r for Def^t.

Endorsed

Filed Oct 18. 1859.

M. B. Durick Clerk

"Contract"

Memorandum of an agreement made and entered
into the eighth day of April A. D. 1853 by & between
Sewellus Powell of Cherry Valley Bond Co & State
of Illinois of the first part and Paul B. Ring of the
City of Chicago Bond Co and State of Illinois of the
second part Witnesseth that the said Powell having
this day conveyed by deed of Warranty the land known
as Lot one in Block No four in the Village of Cherry
Valley upon which there is now standing a tenement
House, barn and out buildings which said property
was leased by said Powell to Alfred E. Hale & Charles
A. Clark by indenture bearing date the Sixth day
of November 1851. for five years from first day of
January 1852 with certain covenants and con-
ditions for the annual consideration of four hundred

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=dred dollars for each and every of said years payable quarterly, and whereas said buildings have not yet been fully completed according to the terms of said Lease and yet remain unfinished. Now therefore in consideration of the above facts some dollar paid by the said Ring to the said Powell as well as in consideration of the stipulations and agreements herein contained the said Powell for himself his heirs and assigns, covenants and agrees to and with the said Ring his heirs and assigns that he will on or before the fifteenth day of May next (1853) completely & to the satisfaction of the said Hale & Clark all & singular the buildings and fences upon said Lot according to the terms of said Lease and assign the said Lease to the said Ring with such endorsement of satisfaction thereon by the said Hale & Clark as shall legally entitle the said Ring to the claims for rent of said premises according to the terms of said lease after the first day of May next: & also the said Powell agrees to batter & finish the south end of the barn with light cornice, suitable for such a building & lay a light floor over the main part of said barn & put up the of said barn doors good and sufficient hinges & fastenings & complete all the stalls & manger feed boxes in a good and sufficient manner. Also to put up a brick division wall in the cellar of the Tavern House and finish the room in the North end in a good & tenantable manner for store or shop with good & convenient stairs and door or doors & to have the bottom of said cellar laid with cement in a good & workmanlike manner and to put in the attic of said building two proper windows & also to finish said attic with good floor & enclosures

Said Powell also agrees to block or underpin the kitchen now being finished in rear of said house in a good substantial manner: in fine all the buildings and fences are to be finished in a good and workmanlike manner & said Powell is to place good metallic conductors around said house to carry the water from the roof into the cistern. And the said Ring for himself his heirs and assigns covenants and agrees to and with the said Powell that in consideration of the faithful performance fulfillment of all the covenants agreements and stipulations above contained to be done & performed by said Powell at the time and in the manner above specified that he will deliver to the said Powell Land Warrants of the State of Virginia which shall entitle the holder to locate any of the public Lands of said State to the amount of seven hundred and fifty acres within twenty days after such fulfillment and also pay to the said Powell at the same time One hundred and twenty two dollars in money at and three hundred and eighty eight dollars on the 28th day of October next & five hundred dollars on the first day of January next with interest. Said Powell also sells and conveys to said Ring all the personal property named in the said Lease. In Witness Whereof the said parties have hereunto set their hands and seals the day & year first above written.

In presence of Ch. S. Clark & Lewis Powell Seal
Edward Fitch & Paul B. Ring Seal

Received of Paul B. Ring seven hundred dollars in full satisfaction of the within payments covenants and stipulations September 30th 1855.
Lewis Powell

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Received of Cyril B. Ring the Land Warrant for
Eleven hundred and fifty acres of Virginia Land
being in full satisfaction for the same as therein
stipulated. Also the first cash payment of One hun-
dred and twenty two dollars and One hundred and
sixty two dollars + 1/4 upon the payment to be due
on the 30th day of October next and I agree to com-
plete the premises as stipulated within ten days from
this date & procure acknowledgment upon the ^{same} ~~same~~
from Hals & Clark.

Cherry Valley June 10th 1853

Sewelin Powell.

Endorsed.

Filed July 14. 1857

M. B. Derrick Clerk

Lease

This Indenture made this fifth day of November in
the year of our Lord one thousand eight hundred
and fifty one. Between Sewelin Powell of Cherry
Valley in the County of Minnebago and State of Illi-
nois and Alfred E. Hals and Mahems S. Clark
of the same place. Witnesseth that the said Sewelin
Powell for and in consideration of the rents and con-
-currences herein after mentioned and secured on the
part and behalf of the said Hals & Clark their exe-
-utors administrators and assigns to be paid kept
and performed hath demised and leased unto the
said Hals & Clark their executors administrators
and assigns Lot No One in Block No four in the
Village of Cherry Valley in the County and State of
said together with the buildings and appurtenances
thereunto belonging; reserving however forty feet deep

and fire rods in front on the northeast corner of said
 Lot also reserving the North room in the cellar of
 the house now erected on said Lot said cellar
 room to be reserved to be twenty feet wide and to
 run across the North end of said cellar To Have
 and to Hold the said Lot of land and all and sin-
 gular on the premises hereby demised with the ap-
 pertainances unto the said Clark and Halse their
 executors administrators and assigns from the
 first day of January next ensuing the date here-
 of for and during the term of five years then next
 ensuing. And the said Powell for the in consider-
 ation hereinafter mentioned agrees to finish the
 house now erected on said Lot in a good workman
 like manner from the cellar to the garret the third
 story to be finished into one large room and the two
 front rooms in the first story of said house are to be fin-
 ished as follows viz: The two South rooms into sitting
 rooms and the North room into a bar room with two
 bed rooms to be finished off the east end of said bar room.
 And the said Powell further covenants and agrees
 to put up and finish a Kitchen on the east side of the
 house already erected on said Lot said Kitchen to
 be fourteen feet by eighteen with one door leading into
 the dining room and one door leading into the Kitchen
 of the house already built. Said Kitchen is to have
 attached to it a good fire place and a suitable brick
 oven for baking purposes. And the said Powell
 further covenants and agrees to dig and suitably
 finish one well and a cistern near said house and
 to put up suitable conductors for conveying the water
 from the roof of said house into the cistern. Said
 cistern to contain One hundred barrels of water.

159.

and also to put a suitable pump in said cistern and well. Said Powell also covenants and agrees to build and make a side walk on the West and South side of said house; said walk to be six feet wide and to be flagged or paved with flat stones. And the said Powell further covenants and agrees to furnish for said house twenty beds, one comfortable one dining table of suitable length for the dining room and all the wash stands necessary for the use of said house, these wash stands to be double for those rooms which are calculated for two beds. And the said Powell further covenants and agrees to build a barn for horses on said Lot forty two by fifty seven feet to be finished with stalls, all to be done in a good and workmanlike manner; and also to dig a well convenient to said barn and to put a good pump therein. And the said Powell also agrees to have the name of said house whatever it may be, painted on the North and West side of said house in good style or a good sign put up near said house as he may determine. And the said Powell agrees to have the said premises buildings walls and appertinances finished and ready for use by the first day of January next except the large room of the third story of the building now on said Lot which is to be finished by the first day of May next and the Kitchen hyacinth bed room mantined which is to be finished by the first day of February next. And the said Powell further agrees that he will not rent or lease the room reserved by him in the cellar to be used for any eating or drinking purposes, for a meat market or for any other purposes that may or can in the least interfere with the business of Hall & Clark. And the said Powell

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further agrees that in case said Hale and Clark do
desire him to do so that he will remove the partition
between the bar room and bedrooms above mentioned
and finish said room into a store with two suitable
counters and necessary shelving. And the said
Hale and Clark on their part covenant and agree
to pay unto the said Powell the sum of four hundred
dollars as yearly rent for said premises; and said
rent to be paid in quarterly payments of One hun-
dred dollars each, at the expiration of each quarter
except the rent for the first quarter. One half of which
they agree to pay in advance and the balance at the
expiration of the quarter; and to quit and surrender
said premises at the expiration of their term in as
good condition as the same now are reasonably used
and wear thereof and damage by the elements ex-
cepted. Provided however that if the said Powell shall
put on window blinds then in that case said Hale
and Clark agree to make good all damage that
may be done to windows by hail.

And the said Hale and Clark further agree that
in case said Powell shall finish the bar room into
a store at their request as above set forth that then they
will pay said Powell ten dollars a year additional
rent for said premises. And it is further mutually
agreed by and between said Powell Hale and Clark
that in case said tavern shall be destroyed by fire at
any time before the expiration of said term that before
and after the premises are so destroyed said Hale and
Clark shall be released and discharged from the
payment of rent. And the said Hale and Clark
further agree that they will not sell any spirituous
liquors in said house but that they will keep what

161.

is termed a Temperance House. And the said Sew-
ellin Powell for himself his heirs executors and ad-
ministrators doth covenant promise and agree
to and with the said Hale and Clark their ex-
ecutors administrators and assigns by these presents
that the said Hale and Clark their executors ad-
ministrators and assigns paying the rent and
performing the covenants aforesaid shall and law-
fully may peaceably and quietly have hold use
possess and enjoy the said demised prem-
ises with the appurtenances during the term aforesaid
without the molestation or interruption of the
said Powell his heirs or assigns or other persons or
persons whatever. In Witness Whereof the said
parties have hereunto set their hands and seals the
day and year above mentioned.

Signed

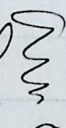
Sewellin Powell	at
A. E. Hale	Seal
Nahum S. Clark	Seal

To certify that the above is a true copy of a Lease
handed in by Mr Sewellin Powell
Cherry Valley June 10. }
1853 } L. H. Whipple.

July 23^d 1853

contract received. I assign the within Lease stip-
ulations and agreements therein contained to P. B.
Ring of Chicago.

Sewellin Powell.

State of Illinois
Winnebago County ^{Ex Officio Recorder}  I. O. Deming Clerk of the Circuit
Court in & for said County do hereby certify that the foregoing
are true Copies of the papers on file, and of the entries
of Court record in said Cause, in my office duly com-
pared therewith by me, and of the record therein.
Witness my hand & the seal of said Court
at Rockford this 7 day of April A.D.
1863

Oliver A. Deming Clerk

\$50.00 Recd from Pelf by her Atty

In the Supreme Court of the State
of Illinois, Third Grand Division
April Term 1862

Paul B Ring

Reff in Com

vs.

Levellin Powell

Reff in Com

And now comes the said Paul
B Ring by his attorney J. Warner & says that in the Record &
proceedings aforesaid, in the rendition of the decree aforesaid
there is manifest error and material error appearing of
Record therein. That the Bill of complaint is
unsuccessful does not state or show any case entitling
the complainant below to have any relief in a court
of equity.

That there is no undue in the cause in which
to have the decree reversed.

That the decree is not sufficient to
warrant the decree in the court below.

That the decree in the Court below should
have been for the Defendant dismissing that Bill.

That the decree for money of the 1st
day of October 1859 is erroneous & should have
been.

Wherefore for decree & other errors
in said proceeding & decree he prays that the
said decree may be reversed & be dismissed
or be set aside to all things he hath lost
thereby.

J. P. Warner,
Reff's atty,

For B. King

Levin Powell

Record

Filed April 2nd 1863

Levin Powell
Clerk

STATE OF ILLINOIS, }
SUPREME COURT, } ss.

The People of the State of Illinois,

To the Clerk of the Circuit Court for the County of Winnebago 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 Winnebago County, before the Judge thereof, between

Sewellin Powell

plaintiff, and Complainant &
Paul B. King

defendant....., it is said manifest error hath intervened, to the injury of the aforesaid

Paul B. King

as we are informed by his complaint ~~to~~ and we being willing that error should be corrected, if any there be, in due form and manner, and that justice be done to the parties aforesaid, command you that if judgment thereof be given, you distinctly 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 first Tuesday after the third Monday in April 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. John D. Caton, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this third day of January in the Year of Our Lord One Thousand Eight Hundred and Sixty Three.

L. Seland
Clerk of the Supreme Court.



12 Feb 12

Paul B. Hering

No.

vs.

Levin Powell

WRIT OF ERROR.

FILED _____ A. D. 186

Clerk.

State of Illinois,
Winnebago County. I hereby certify
the within by reading the same
to Oliver F. Sawyer, Clerk of the
Circuit Court of said County
on the 12th day of February ad
1863

Wm. Sawyer
Shruff & Winnebago
County

1863
Nov. 30
Jan. 5
Mar. 10
1863

In the Supreme Court

Paul B. Ring

vs.

Levelin Powell

of the Third Term Session

Error to Circuit Court of

Winnebago County

The clerk of said Supreme Court
will please issue writ of Error to Certify
record in case wherein Levelin Powell was
Complainant & Paul B. Ring was Defendant
wherein a decree was rendered in
favor of said Powell & against said
Ring on the Chancery side of said Court
and also de-fa to Sheriff Winnebago
Send them to my address Rockford Ill

L. P. Warner

for Reff in Error

Enclose find in Dallas

2470 +01
Supreme Court
3^d Grand Division

Paul B. Ring
ls
Leuelin Powell
Left in Error

Rec for Sci. fa

Filed Feby. 3^d - 1863.
L. Island

L. J. Warner - Rockford
Left in Error.

Recd

Point

8

J

Clark & Co

enclosed are

six dollars against
in yours of 29th Jan'y
last in this case

Recd 16th Feb 1. 63

J. H. Martin

Supreme Court.

Lewellyn Powell
Deft in Error
ad.

Paul B. Ring
Plff in Error

Apr Term A-D-1863.

Motion to set aside

And now comes the said
Deft in Error by Farnell & Smith his
Attys and moves that the judgment by
default for non joinder in Error be set
aside; and in support of this motion offers
the following reasons, to wit:

II.

The affidavit, upon which publication was
ordered, is insufficient. It says "The said
Lewellyn Powell on due inquiry cannot be
found in this State." It does not state that any
inquiry has in fact been made. It should
state not only that inquiry has been made
but what inquiry, so that the Clerk and Court
can determine from the facts so stated that
due inquiry has been made.

The party making such affidavit is not
to be the judge of what is due inquiry. He
might be satisfied with less than would
satisfy the ^{Court}, or there would be fair towards
the Deft in Error.

At the time such default was entered no California

of Publication was filed.

III. No affidavit was filed showing that the Rule had been complied with as to mailing a copy of the notice to the Deft in Error.

The Rule provides that after the notice is published an effort shall be made to serve a copy thereof by mail upon the Deft in Error. If such service has not been made then an affidavit must be made & filed showing that upon diligent inquiry the residence or post office of the Deft could not be ascertained. This diligent inquiry must be made after the notice is published. They are then prepared to notify the Deft and then is the time to make the inquiry. To hold differently would be like ~~holding~~ allowing a Sheriff to make return to a process that the Deft could not be found in his county the day before the process issued.

IV. If it were sufficient to state in the affidavit for publication, the facts showing that service by mail could not then be had, still this affidavit is not sufficient.

It says nothing about the residence of the defendant.

It does not state that diligent inquiry has been made by the affiant or by any one. He says he cannot learn the Defts usual post

office on due inquiry; but that is a mere
matter of opinion. Let him make the effort
and show by his affidavit what effort
he has made, and then the Court can
determine the matter.

The 30th Rule is rather hard upon
in Error. Parties seeking to reverse judgment
under it should be held to a strict compliance
with its provisions.

Tanwell + Smith

Atty for Deft in Error

240.

Supreme Court

John L. Powell

Sept in Court

adp

B. Ring

Peffer in Court

motion to set aside judgment

Frid May 5th 1823

L. Selous
Clerk

Samuel L. Barrett

In the Supreme Court
of the State of Illinois Third Judicial
Division

Paul B. Ring }

vs
Levellin Powell } Error to Munibago
County Court

State of Illinois }
Munibago County } L. J. Warner

a resident of said ^{County} being duly sworn
deposes and says that the said Levellin
Powell on due inquiry cannot be
found in this state so that process
cannot be served upon him and that
the usual Post office of said defendant
is not known to affiant and he cannot
learn the same on due inquiry. But
his last Post office being Cherry Valley
Munibago County

Subscribed & sworn to

L. J. Warner

the 5th day of July 1863

St. Petersburg Ark

Car Court Munibago Co. Ill.

L. J. Warner

2110 104

King vs Powell
affot. —

Filed July 9. 1863.
L. Leland
Clk.

STATE OF ILLINOIS,
SUPREME COURT.

} ss. The People of the State of Illinois,

To the Sheriff of

Winnebago

County, GREETING:

Because, In the record and proceedings, and also in the rendition of
the judgment ^{& fees} of a plea which was in the *Circuit*
Court of *Winnebago* County, before the Judge thereof, between

Sewellin Powell

Complainant &

plaintiff....., and

Paul B. Ring

defendant....., it is said that manifest error hath intervened, to the injury of
the said

Paul B. Ring

as we are informed by *his*

complaints

the record and proceedings of
which said judgment 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

Sewellin Powell

that *he* — 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 first Tuesday after the third Monday in April
next, to hear the record and proceedings aforesaid, and the errors assigned, if
he — 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

Sewellin Powell

notice, together with this writ.

Witness, The Hon. John W. Caton, Chief Justice of our
said Court, and the Seal thereof, at Ottawa, this *32*
day of *February* in the year of our Lord One
Thousand Eight Hundred and Sixty-*three*.

L. Velund
Clerk of the Supreme Court.

107 240

Paul B. Ring

No. vs.

Sewellin Powell

SCIRE FACIAS.

FILED... *Apr 22* ... A. D. 186 *3*

Sealand Clerk.

State of Illinois
Municipal Court
The within named defendant
Sewellin Powell not found
in the County and I return this
writ this 17th day of April
A.D. 1860

William H. Rogers
County of Winnebago
County
Rec'd 18
not a 3
18

State of Illinois }
La Salle County } ss.

STATE OF ILLINOIS, Supreme Court, within and for
the Third Grand Division of said State.
Paul B. Ring, Plaintiff in Error.

vs.
Lewellin Powell, Defendant in Error.
Error to Winnebago Circuit Court.

Whereas, the said Paul B. Ring has sued out a writ
of error from said Supreme Court to reverse a judgment
obtained by said Lewellin Powell, against said
Paul B. Ring, in the said Circuit Court in Winnebago
county, which said writ of error is now pending in
said Supreme Court; and whereas, a writ of *scire facias*
has been duly issued herein, returnable on the
first day of the next term of said Supreme Court, to be
holden at Ottawa, in said State, on the first Tuesday
after the third Monday in April next, according to
law; and whereas, also, it appears by affidavit on file
in the Clerk's office of said Supreme Court, that the
said Lewellin Powell on due inquiry cannot be found
in the State of Illinois, so that process can be served
upon him.

Now, therefore, you the said Lewellin Powell, the
said defendant in error, whose non residence appears
as aforesaid, are hereby notified to be and appear be-
fore the Justices of said Supreme Court, at the next
term of said Court, to be holden at Ottawa, in said
State, on the first Tuesday after the third Monday in
April next, to hear the record and proceedings brought
into said Supreme Court on return of said writ of error,
and the errors assigned, if you shall see fit, and fur-
ther to do and receive what said Court shall order in
this behalf.

Dated this 9th day of February, A. D. 1863.

L. F. WARNER, Plf's Atty.

L. LELAND, CLERK.
[Feb 14-27-4w.]

This certifies, that the annexed
notice, in the case of Paul B Ring
vs. Lewellin Powell, pending in the
Supreme Court of Illinois, 3d Grand
Division, was published four weeks
successively in the Ottawa Free
Trader, a weekly newspaper published
at Ottawa, LaSalle County, Illinois,
Commencing with the No. of said
paper dated February 14th A.D. 1863
and ending with the number dated
March 7th, A.D. 1863;

Wm. Omand.

Printer's Fee \$5.00 Paid by Plffs.

~~101~~ 240

Ring

is

Powell

Genl. of Publications

Filed April 21st 1862
L. Leland Cth