No. 12887

Supreme Court of Illinois

Shrigley et al

vs.

Jefferson et al

71641

United States of America } Pleas, before the Honorable George Manierre
STATE OF ILLINOIS, COUNTY OF COOK, S. S. }

Judge of the Seventh Judicial Circuit of the State of Illinois, and Sole Presiding Judge of the Circuit Court of Cook County, in the State aforesaid, and at a term thereof begun and held at the Court House in the City of Chicago, in said County, on the first Monday, (being the first day) of March in the year of our Lord one thousand eight hundred and Fifty eighth and of the Independence of the said United States the Eighty Second

Present, Honorable George Manierre Judge of the 7th Judicial Circuit of the State of Illinois.

Carlos Brown States Attorney.

John L. Wilson Sheriff of Cook County.

Attest; Wm L. Church Clerk.

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Be it remembered that on the fourteenth day of March in the year of Our Lord One Thousand Eight hundred and fifty seven Emily A Shrigley et al by George Scoville Esqr their Solicitor files in the Office of the Clerk of the Court aforesaid their certain bond for costs which is in the words and figures following, to wit,

Circuit Court of Cook County

Emily A Shrigley, et al
vs
Horam Jefferson et al
} Chancery

I hereby enter myself Security for costs in this Case on behalf of the Minor Complainants, James H Shrigley, Eliza J Shrigley and Emily Shrigley. I acknowledge myself bound to pay all costs which may be taxed or decreed against them in this Suit

March 14. 1857 John B King

And afterwards, to wit, on the same day and year last aforesaid the said Complainants by their said Solicitor filed in the Office of the Clerk of said Court their certain Bill of Complaint, with certain Exhibits referred to therein and attached thereto, and upon which bill the Judge of said Court had endorsed his

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order that a writ of injunction should issue thereon, which said Bill, order for an injunction and Exhibits are in the words and figures following to wit

To the Honorable Geo. Manierre Judge of the Circuit Court of Cook County. In Chancery sitting!

Humbly complaining shew unto your Honor, your Orators, Emily A. Shrigley widow of John Shrigley, late of said County, deceased, and James N. Shrigley, Eliza J. Shrigley & Emily Shrigley minor heirs of said John Shrigley by John P. King their next friend, that on or about the 15th day of August 1853 said John Shrigley then residing in the City of Chicago, County of Cook and State of Illinois, died intestate leaving him surviving his children & heirs at law, Mary A. Skinner wife of Benjamin N. Skinner, Caroline E. Green, wife of Walter R. Green, Harriet A. Jefferson wife of Hiram Jefferson, & your orators James N. Shrigley, Eliza J. Shrigley, & Emily Shrigley, in all six children and his widow, your oratrix, Emily A. Shrigley.

Your Orators further shew unto your Honor, that previous to & at the time of the decease of said John Shrigley, he was indebted to said Hiram Jefferson, for borrowed money, & for lumber, and ~~attendance~~ amounting, with interest, at

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the time of his decease to about the sum of twelve hundred & fifty Dollars, as your orator is informed & believes

Your orator further shows unto your honor that said John Shrigley previous to his decease, and about the month of June A.D. 1851. transfered & assigned or caused to be transfered & assigned to said Hiram Jefferson as security for advance of money & other indebtedness of said Shrigley to said Jefferson, the certificate of purchase from the Trustees of the Illinois & Michigan Canal of out Lot thirty eight in the said Trustees subdivision of section thirty three, Township number forty north of Range number fourteen east of the third principal meridian in said County of Cook; that the said certificate was then the property of said John Shrigley, who had purchased the same of one Francis G. Blanchard, who bought said out Lot 38 at the sale of Canal Lands in September 1848, and paid the first installment thereon to said Trustees, being one fourth of the purchase money thereof & one years interest on the balance; that said John Shrigley repaid to said Blanchard the money so paid by him, on the purchase of said Lot & an excess, but what amount your orator cannot state with certainty,

said John Shingley, aftermards. when the payments became due & payable on said Lot to said Trustees to wit, in one two & three years, from and after the time of purchase of said lot by said Blanchard as aforesaid, paid up in full the purchase money & interest of said out Lot and at the assignment of said certificate to said Hiram Jefferson as aforesaid, said Lot was paid for, except the last payment, being $62.50 which became due & payable in September 1851, & which said Jefferson paid for said John Shingley & when said last payment was made the legal holder, of said certificate, was entitled to a deed of said premises from said Trustees, or surrender thereof.

And your orator charge that when said Hiram Jefferson received said certificate, he took it & the assignment thereof was made to him, as security only for the indebtedness of said John Shingley to him, then incurred & which might thereafter accrue. and that the said John Shingley, was then and continued to be sole owner of said certificate, & of said out Lot 38. there under.

Your orator further shows unto your Honor, that said Hiram Jefferson held said certificate, until August 1852

when he surrendered the same to said Trustees & took from them a deed of said out Lot, as being the legal holder of said certificate in his own name & that the title to said Lot still stands in his name, he never having made any transfer or conveyance thereof, as your orators are inform-ed and believe - A copy of which deed from said Trustees is hereto annexed marked Exhibit A. & made a part of this Bill of Complaint.

Your Orators further show unto your honor & charge that said Hiram Jefferson took the title to said Lot from said Trustees & under said deed & still holds the same, as security only for the indebtedness of said John Shingley to him, & that as your orators are informed & believe the taxes on said lot, were regularly paid by said John Shingley during his life time & since his death by said Jefferson, out of rents recieved by him, said Jefferson for said purposes, as hereinafter stated. That said Jefferson never made any improv-ments, or expended any money on said lot but said Shingley, in his life time & while said Jefferson held said certificate & after he acquired title thereto under said deed,

with the knowledge of said Jefferson, made various & substantial improvements, on said lot and he and your oratrix Emily A. Shingley, since his death, have at all times been in possession of said premises & resided thereon, except about one year & a month after the decease of said John Shingley, when she lived away, and said Jefferson leased said premises for your oratrix Emily A. Shingley, and received & retained the rent therefor, amounting to one hundred & fifty dollars, and paid out of the same some taxes & assessments, as your orators are informed and believe; but what amount they are not informed. Your orators further show unto your honor that on the 27th day of October, 1851, said John Shingley conveyed by deed, to said Alexander Jefferson (your oratrix Emily A. joining in the same, as wife of said John) the west half of the South east quarter of Section eighteen in Township forty one, Range Seven east of the third principal meridian, and, the west half of the South east quarter of said Section eighteen, containing 160 acres, also a wood lot surveyed by George Smith at what is commonly called the rich out of the west half, of the north west

quarter of Section fifteen, Township
forty one, north range, nine east
of the third principal meridian, known
as Lot four of George Smiths survey
containing three & 14/100 acres a copy of
which last mentioned deed is hereto an-
-nexed marked "Exhibit B." & made a
part of this your orators Bill of com-
-plaint,

Your orator further shows unto
your honor, & charges, that said last men-
-tioned deed was made & the title to the
lands & premises therein mentioned, was
conveyed, to said Hiram Jefferson,
thereby as further security, for the indebt-
-edness of said John Shingley, to said
Hiram Jefferson & for that purpose only,
and that said Jefferson still holds the
title to said premises only as security,
as aforesaid, & that the consideration
therein mentioned was nominal only,

Your orator further shows
unto your honor, that as they are
informed and believe & so charge the
fact to be that, the whole amount
of the indebtedness of said John Shingley
to said Hiram Jefferson, and for which
said Jefferson, now holds all the
property aforesaid, as security, does

not at present exceed the sum of seventeen Hundred dollars, including interest, and your orator believes it to be considerably less than that sum, but are unable to state it accurately. That said indebtedness, whatever may be the just amount thereof, should be paid by the heirs of said John Shrigley, & those claiming under them, according to their several interests in said property, to wit, said James H, Eliza J. & Emily Shrigley, minors, each one sixth, your oratrix Emily A. Shrigley two sixths, as owner & grantee, of the shares of Caroline C. Green and Mary A. Skinner & Harriet A. Jefferson, wife of said Hiram, one sixth.

Your oratrix Emily A. Shrigley on the fifth of March 1867, purchased & took a conveyance of all the right, title & interest of the said Mary A. Skinner & Caroline C. Green, two of said heirs, their respective husbands Benjamin H. Skinner & Walter R. Green joining in said conveyance, in and to the lot and lands aforesaid a copy of which bill is hereto annexed, marked exhibit "C", and made a part hereof and by virtue of such purchase

and conveyance your orators Emily A. Shipley became the owner of & is now entitled to, the undivided two sixths of said premises subject to the payment of two sixths of whatever may be justly due to said Jefferson & for which he holds said property as security as aforesaid.

Your orators further show unto your honor that they have tendered & offered to pay to said Hiram Jefferson as their shares & proportion of the debt due him, as aforesaid, five sixths of seventeen hundred dollars, and also offered to pay him, any further sum that may be justly due him on account of the shares & interest of your Orators in said property, and requested him to convey to your orators their respective shares & interests in said property, but said Jefferson refused to accept said money, or to make any conveyance to your orators, though he well knew their respective rights & interest in said premises & property.

Your orators further show unto your honor, that said Lot 38, contains about five acres of land, & with the improvements thereon, is now worth nearly or quite, twenty five

Thousand dollars, & that said 160 acres of land, & said wood lot of 6 14/100 acres, are worth about the sum of three five hundred dollars, including the improvements thereon, which are valuable, said Jefferson has rented said farm and received the rents & profits thereof for the last five years, as your orator are informed and believe, amounting to over $100 a year, which rents are justly due to, and belong to your orator & the wife of said Jefferson, as heirs & representatives of said estate.

Your orator further shew unto your Honor that they have called upon & requested said Hiram Jefferson to render an account of the moneys due him from said John Shrigley & from his estate, and have repeatedly offered to pay the same to him; and your orator now bring into Court here, the sum of seventeen hundred dollars & offer to pay the same, or so much thereof, & whatever additional sum may be found by the Court that they ought or should pay to said Jefferson in the premises.

And your orator well hoped that said Hiram Jefferson would have complied with their reasonable request,

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and have accepted the money due him, from your orator, as heir & claimant of their interest in said estate, & have executed to him deeds of their several shares therein.

But now so it is may it please your honor that the said Nevans Jefferson, combining and confederating with his said wife Harriet with divers persons to your orator unknown, whose names when discovered, your orator pray may be inserted in this their Bill of Complaint, with apt words to charge them as parties thereto, to injure defraud & aggrieve your orator in the premises wholly refuses and declines to render any account to your orator of his claims in the premise, or of the indebtedness due to him, or to make any conveyance to your orator of any part of said lands or property, and fraudulently pretends that he is the absolute & bona fide owner of said lands & property, and does not hold the same ~~&~~ as security for any debt. Whereas your orator charge that such pretense is wholly unfounded & untrue & that he is not the absolute & bona fide owner of said lands or

property, or any part thereof, but that he holds the title thereto, as security only for the indebtedness of said John Shingley to him, not amounting to more than seventeen hundred dollars as your orators are informed & believe, all which actings doings & pretences are contrary to equity & good conscience, and tend to the manifest wrong and injury of your orators.

In tender consideration whereof for asmuch as your orators are remediless in the premises by the strict rules of the common Law, & can only obtain relief in this honorable Court where matters of this nature are properly cognizable & relievable. To the end therefore that the said Hosain Jefferson & Harriet A. Jefferson his wife, may upon their several & respective corporal oaths, full, true, direct and perfect answer make to all and singular the matters herein before stated & charged, and that as fully & particularly, as if the same were here repeated, & they thereto severally & specifically interrogated & that they shall so answer, not only to the best of their respective knowledge and remem-

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-bance, but also to the best of their
several & respective hearsay information & belief,
and especially that said Hiram
Jefferson may set forth, and discover
what sums of money & what property
& the value thereof, he furnished or
loaned to said John Shingley, and the
times when & the rents received and
the taxes paid by him,

And that an account
may be taken before the Master in Chancery,
of all moneys & property, loaned & furnished
by said Hiram Jefferson to said John
Shingley & of the interest thereon & of
rents or other moneys received by said
Jefferson belonging, to said Shingley or his
estate & off all matters of account
between them, and that said Hiram
Jefferson & his wife Harriet A may be
decreed, to convey to your orators their
several interests as found & determined
by this honorable court, upon payment
to him of the proportionate shares of your
orators of the indebtedness due him.
and that the said Hiram Jefferson,
may be restrained by injunction issuing
out of this Honorable Court, from selling
conveying or encumbering any of the
lands or property held by him as

security, as aforesaid, until the further order of this court, and that your orators may have such other, further or different relief, as the nature of their case may require & as shall be agreeable to equity.

May a writ of summons issue to be directed to said Hiram Jefferson & Harriet A. Jefferson his wife, commanding them as by the statute in such case is made and provided & your orators will ever pray &c.

Emily A. Shrigley
James H. Shrigley
Eliza J. Shrigley
Emily Shrigley
by John B. King
their next friend.

George Scoville Solicitor for Complts.
J. B. Brigham of Counsel

State of Illinois }
County of Cook } Ss.

Emily A. Shrigley, one of the complainants, named in the foregoing Bill of Complaint, being duly sworn saith, that she has heard read, the said Bill of complaint & knows the contents thereof, & that the matters & things therein stated.

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are true of her own knowledge, except those stated on information & belief & those she believes to be true.

Emily A. Shipley

Subscribed & Sworn to before me
this 14th day of March A.D. 1857
Wm H. Stewart
Not Public

Let the writ of injunction issue in the above entitled cause, in conformity with the prayer of the foregoing Bill of Complaint.
To the Clerk of the Circuit Court of Cook County
George Manierre
Judge 7th Jud Cir.

"Exhibit A"

Hiram Jefferson
from.
Trustees of the Illinois & Michigan Canal.

Illinois & Michigan Canal.

Know all men by these presents, That the board of Trustees of the Illinois and Michigan Canal, under the authority vested in said board, by the act of the legislature of the State of Illinois of February 21. 1845, entitled "An act to provide for the completion

of the Illinois and Michigan Canal and for the payment of the Canal debt" has sold to Hiram Jefferson the following described Lot of Land, viz!

Out Lot Sixty eight (68) in the said Trustees subdivision of Section Thirty Three (33) Township Forty (40) North Range Fourteen (14) east of the third principal meridian. Said Lot being a portion of the Land, granted by the United States by the act of March 21, 1827 and the 29th August 1842, to the State of Illinois, to aid said State, in opening a Canal to connect the waters of the Illinois River, with those of Lake Michigan, and by said State, granted to the said board of Trustees of the Illinois and Michigan Canal, for the purpose set forth in the said Act of said State of Feby 21, 1843. Know Ye also! that the said Hiram Jefferson, paid to the Treasurer of said board of Trustees the sum of Two hundred and fifty dollars, and being in full payment of the purchase money for said Land, and made according to the conditions set forth in the act of January 7, 1836,

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entitled an act for the construction of the Illinois and Michigan Canal.

In consideration whereof and the premises, the said Board of Trustees of the Illinois and Michigan Canal, has granted, bargained & sold, and by, by these presents does grant, bargain and sell, unto the said Hiram Jefferson, the said lot of Land above designated and described. To have and to hold the same together with all the rights privileges, immunities, appurtenances thereunto belonging, unto the said Hiram Jefferson, his heirs and assigns forever.

In witness whereof the said Board of Trustees of the Illinois and Michigan Canal has caused the corporate seal of said Board, to be affixed hereunto, and the names of the President and Secretary, of said Board, to be hereunto subscribed; this 28th of August, in the year of Our Lord Eighteen Hundred and fifty two

W. H. Swift. President

Wm Gooding Secretary.

Filed for Record January 24/54.

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Exhibit B.

John Shrigley & Wife To
Moses Jefferson.

This adventure made the Twenty seventh day of October, in the year of Our Lord One Thousand Eight hundred and fifty one, between John Shrigley of the County of Cook, in the State of Illinois and Cinly A. his wife of the first part, and Moses Jefferson of the same County of Cook, aforesaid of the second part; Witnesseth, That the said parties of the first part, for and in consideration of One Thousand Dollars in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part, forever released and discharged therefrom, have granted bargained sold remised released aliened and confirmed and by these presents, do grant bargain sell remise release, alein and confirm unto the said party of the second part and to his heirs and assigns forever, all the following described Lots, pieces or parcels of Land, to wit:

The west half of the north east quarter of section Eighteen in Town Forty one Range Ten east of the Third principal Meridian, and also

the west half of the South east quarter of said section Eighteen situate, lying and being in the County of Cork aforesaid and containing by admeasurement, One hundred and sixty acres, and also all that part or parcel of a road Lot surveyed by George Smith at what is commonly called the rich Cove out of the west half of the South west quarter section fifteen. Down forty one, north range nine East of the Third principal meridian containing three one fourteenth hundredth of six acres, and known as Lot four of George Smith survey, in the County of Cork aforesaid.

Together with all and singular, the hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof and all the estate, right title interest claim or demand whatsoever of the said parties of the first part, either in law or equity of in and to the above bargained premises, with the hereditaments and appurtenances, To have and to hold the said premises above bargained and described with the appurtenances unto the said party of the

second part, his heirs and assigns forever, and the said John Shugley, for himself, his heirs executors and administrators, doth covenant grant bargain and agree, to and with the said party of the second part his heirs and assigns that at the time of the ensealing and delivery of these presents, he and his wife or one of them, were or was well seized of the premises, above conveyed as of inheritance in the law, in fee simple, and have good right, full power, and lawful authority to grant bargain sell and that the same, and free and clear of all former and other grants. bargains sales, liens Judgments taxes, assessments and incumbrances of what kind or nature soever and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming, or to claim the whole or any part thereof the said parties and each of them, of the first part, shall and will warrant and forever defend.

In witness whereof the

21 said parties of the first part have

hereunto set their hands and seals.
the day and year first above written

Signed sealed & delivered
L. C. Kercheval

John Shrigley Seal
Emily A. Shrigley Seal

State of Illinois
Cook County } Ss.

I Lewis C Kercheval a justice of the peace, in and for the said County, in the state aforesaid, Do hereby certify that John Shrigley and Emily A Shrigley, personally known to me as the same persons whose names are subscribed to the above warrantee deed appeared before me this day in person and acknowledged that he signed sealed and delivered the said warrantee Deed as their free and voluntary act, and for the uses and purposes therein set forth. And the said Emily A. Shrigley wife of the said John Shrigley having been by me examined seperate and apart, and out of hearing out of her husband, and the contents and meaning of said warrantee deed having been by me fully made known and explained to her, she acknowledge that she had freely and voluntarily

executed 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 seal this this Twenty seventh day of October A.D. 1851.

L. C. Kercheval J.P. Seal

(Exhibit C.)

This Indenture made this fifth day of March in the year of Our Lord one Thousand eight hundred and fifty seven Between Walter R. Green and Caroline E. Green his wife & Benjamin H. Skinner & Mary S. Skinner his wife all of the City of Chicago in the County of Cook & State of Illinois, of the first part, and Emily A. Shingley, widow of John Shingley deceased, late of the same place, of the second part. Witnesseth, That the said party of the first part for and in consideration of one dollar, and of other good and valuable considerations in hand paid by said party of the second part, the receipt whereof is hereby acknowledged and the said party of the second

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part, forever released and discharged therefrom, have remised, released sold conveyed and quit claimed, and by these presents do remise release, sell, convey and quit claim into the said party of the second part, her heirs assigns forever, all the right title, interest, claim, and demand which the said party of the first part, have in and to the following described lots pieces or parcels of land - to wit!

Out lot thirty eight in the subdivision by the Trustees of the Illinois and Michigan Canal of section thirty three, Township Number forty, north of Range number fourteen East of the third principal meridian.

Also the west half of the South east quarter, and the west half of the South east quarter of section eighteen, in Township Number forty one, Range Numbered Ten, east of the third principal Meridian, containing one hundred and sixty acres, more or less. also all that part or parcels of a wood, lot surveyed by George Smith at what is commonly called Rich Cove, out of the west half of the south west quarter of section fifteen, Township forty one north of Range nine East of the

third principal Meridian, being Lot
Four of said survey, containing Three
14/100 acres, all in Cook County aforesaid
To have and to hold the same together
with all and singular the appurtenances
and privileges thereunto belonging,
or in anywise thereunto appertaining
and all the Estate, right, title, interest
and claim whatever, of the said party
of the first part, either in Law or
equity, to the only proper use, benefit
and behoof, of the said party of the
second part, her heirs and assigns
In witness whereof the said party
of the first part hereunto set their hands
and seals the day first above written.

Walter B. Green (Seal) B. N. Skinner (Seal)
Caroline E. Green (Seal) Mary A. Skinner (Seal)

State of Illinois }
County of Cook } ss

I St. C. Stuart a
notary public, in and for said County,
in the State aforesaid, do hereby certify
that Benjamin N. Skinner, & Mary A.
Skinner his wife, Walter B. Green & Caroline
E. Green his wife who are personally known
to me as the persons whose names are
subscribed, to the within Deed, 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 act, for the uses and purposes therein set forth. And the said Mary A. Skinner and Caroline P. Green wives of the said Benjamin A. Skinner & Walter R. Green having been by me examined seperate and apart, and out of the hearing of their husbands, and the contents and meaning of the said instrument of writing, having been by me fully made known, and explained to them acknowledged that they had freely and voluntarially executed the same, and relinquished & conveyed all their right, title and interest in and to the lands and tenements therein mentioned without compulsion of their said husband, and that they not wish to retract the same.

Given under my hand and Notarial seal, this twelfth day of March 1867.

W. W. Stewart
Notary Public

And afterwards, to wit, on the same day and year aforesaid, there was issued out of the Office of the Clerk of the Court aforesaid, and under the seal thereof, the Peoples writ of injunction, directed to the Sheriff of Cook County to execute, and clothed in the words & figures following, to wit,

State of Illinois }
Cook County } ss. The People of the State of Illinois to Hiram Jefferson and his attorneys, Solicitors, Agents and Servants and each and every of them Greeting,

Whereas it has been represented to the Honorable George Manierre Judge of the Seventh Judicial Circuit and presiding Judge of the Circuit Court of the County of Cook in said Circuit and State of Illinois by Emily H Shrigley, James H Shrigley Eliza J Shrigley and Emily Shrigley Complainants in their certain bill of Complaint exhibited before said Judge and filed in said Court amongst other things that you the said Hiram Jefferson, hold the title to Out-Lot 38 in the Subdivision by the Trustees of the Illinois & Michigan Canal of Section Thirty Three. Township No 40 North of Range No 14 East of the third
27 principal Meridian; Also to the West 1/2 of

the North East ¼, & the west half of the South East ¼ of Section 18 in Township 41. North of Range 16 East of the third principal Meridian. Also to that certain woods lot known as Lot 4 of George Smiths Survey of a part of the West ½ of the South west ¼ of Section 15 in Township 41 North of Range 9 East of the third principal Meridian All in Cook County State of Illinois, as security for indebtedness which said Complainants have tendered and offered to pay you, and demanded from you a conveyance of their right & interest in said premises to them, but which money you have refused to accept, & have refused to make such Conveyance, all of which is contrary to equity and good conscience. And the said Judge having under his hands endorsed upon said bill an order that a writ of injunction issue out of said Court according to the prayer of the said bill.

Now therefore we do hereby strictly enjoin and command you the said Marais Jefferson your Attorneys, Solicitors Agents and Servants, and each and every of you that you do absolutely and entirely desist and refrain from conveying or incumbering any

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~~Any~~ part of said Lands & premises, until this Honorable Court in Chancery sitting shall make other order to the Contrary. Hereof fail not under the penalty of what the law directs

Witness William L Church Clerk of said Circuit Court and the seal thereof at Chicago in said County this 14th day of March 1857

Wm L Church Clerk

L S

To the Sheriff of Cook County to execute

And afterwards, to wit, on the same day and year last aforesaid, there was issued out of the Office of the Clerk of the Court aforesaid and under the seal thereof the Peoples writ of Summons, directed to the Sheriff of said County to execute, and clothes in the words and figures following, to wit;

State of Illinois
County of Cook } ss. The People of the State of Illinois to the Sheriff of said County Greeting. We Command you that you summon Hiram Jefferson and Harriet A Jefferson his wife if they shall be found in your County personally to be and appear before the Circuit Court of Cook County on the first day of the next term thereof to be holden

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~~Any~~ part of said Lands & premises, until this Honorable Court in Chancery sitting shall make other order to the Contrary. Hereof fail not under the penalty of what the law directs

Witness William L Church Clerk of said Circuit Court and the seal thereof at Chicago in said County this 14th day of March 1857

Wm L Church Clerk

L S

To the Sheriff of Cook County to execute

And afterwards, to wit, on the same day and year last aforesaid, there was issued out of the Office of the Clerk of the Court aforesaid and under the seal thereof the Peoples writ of Summons, directed to the Sheriff of said County to execute, and clothes in the words and figures following, to wit;

State of Illinois
County of Cook } ss. The People of the State of Illinois to the Sheriff of said County Greeting. We Command you that you summon Hiram Jefferson and Harriet A Jefferson his wife if they shall be found in your County personally to be and appear before the Circuit Court of Cook County on the first day of the next term thereof to be holden

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at the Court House in Chicago in said County of Cook on the 4th Thursday of March inst to answer unto Emily A Shrigley v James M Shrigley, Eliza J Shrigley & Emily Shrigley by John B King their Solicitor filed in their Certain Bill of Complaint filed in the said Court on the Chancery side thereof. And have you then and there this writ with an endorsement thereon in what manner you shall have executed the same.

Witness William L Church Clerk of our said Court and the Seal thereof at Chicago aforesaid this fourteenth day of March AD 1857

L S

Wm L Church Clerk

And afterwards, to wit, on the 16th day of March in the Year last aforesaid said writ of injunction and Summons were returned into the Court aforesaid by said Sheriff, endorsed as follows, to wit;

(Endorsement on Injunction writ)

I have this day served the within writ upon Abram Jefferson in person by reading the same in his hearing & delivering a copy thereof to him Fees: Service, 50 cts, Copy 50 cts, 17 miles, 85 cts, return 10 cts

Chicago March 16th 1857. John L Wilson Sheriff
by John B Bingham Deputy

(Endorsement on Said Summons)

I have this day served the within summons upon Hiram Jefferson & Harriet A Jefferson his wife, by reading the same in their hearing & delivering a Copy thereof to each of them

Fees. 2 services. 100 cts. 2 copys 100 cts. 34 miles 170 cts return 50 cts

Chicago March 16th 1857

John L Wilson Sheriff
By John B Bingham S Deputy

And afterwards, to wit, on the 25th day of March in the year last aforesaid the said defendants by Frederick J Nelson Esqr, their Solicitor, filed in the Office of the Clerk of the Court aforesaid their certain answer to the said Complainants Bill, with certain exhibits therein referred to, which said answer and exhibits are in the words and figures following, to wit:

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The joint and several answer of Hiram Jefferson and Harriet D. Jefferson his wife, to the bill of Complaint of Emily D. Shrigley, widow of John Shrigley deceased & James H. Shrigley, Eliza I. Shrigley & Emily Shrigley minors by John B. King, their next friend, Complainants,

These defendants reserving to themselves all right of Exception to the said bill of Complaint, for answer thereunto say; that they admit that on or about the 15th of August, 1848, John Shrigley mentioned in said bill of complaint, died intestate, leaving the following children surviving him, Mary D. Skinner wife of Benjamin H. Skinner, Caroline E. Green, wife of Walter R. Green, Harriet D. Jefferson, the wife of Hiram Jefferson, and James H. Shrigley, Eliza I. Shrigley and Emily Shrigley and his widow Emily D. Shrigley.

And these defendants further admit that the said Francis G. Blanchard referred to in said bill of complaint, bought the certificate of purchase from the Trustees of the Illinois & Michigan Canal of the Lot thirty eight (38) in the said Trustees Subdivision of Section thirty three (33) township forty (40) North of Range fourteen (14) East of the third principal Meridian particularly referred to in said bill of complaint, at the sale of canal lands in September 1848 and that the price of the said Lot as these defendants are informed and believe was two hundred and fifty (8250) dollars, and this defendant Hiram Jefferson further severally answering saith and denies, and this defendant Harriet D. Jefferson

believes such denial to be true that the said John Shrigley in and about the month of June in the year 1851, or at any time previous or subsequent thereto transferred or assigned or caused to be transferred or assigned to said Hiram Jefferson as security for advances of money or other indebtedness of said Shrigley to said Jefferson, the said certificate of purchase of out Lot 38, or that said Shrigley or any one for him ever transferred or assigned or caused to be transferred or assigned said certificate of purchase at any time or for any purpose whatever to said Hiram Jefferson, or that the said Shrigley was, at the time of the said supposed transfer or ~~agreement~~ assignment, the owner of said certificate of purchase but that the said certificate was at that time the property of said Blanchard.

And this defendant, Hiram Jefferson further severally answering saith, and this defendant Harriet A. Jefferson, believes it to be true that some time in the year 1851 the said Hiram Jefferson purchased from the said Blanchard the said certificate of purchase; that he paid to said Blanchard for said certificate the sum of three hundred and eighty dollars ($380) cash; that in consideration of the said three hundred and eighty dollars ($380) thus paid as aforesaid to said Blanchard by said Jefferson, the said Blanchard assigned the said certificate of purchase to the said Jefferson.

In the year 1852 the said Jefferson surrendered said certificate of purchase to the trustees of the Illinois and Michigan Canal, and upon the payment to said trustees of the further sum of Sixty two dollars and fifty cents, which was the last payment due on said certificate and the same referred to in said bill of complaint, received a deed for said out Lot (38) from said trustees, a copy of which is herewith filed marked Exhibit A, and made part of this answer; that at the time of purchase of said certificate of purchase by the said Jefferson from the said Blanchard as aforesaid, that the said certificate of purchase was the sole and exclusive property of said Blanchard, and not the property of said John Shrigley as alleged in said bill of complaint that the said Jefferson purchased the said certificate from said Blanchard and obtained a deed for the property therein described, the same being out Lot (38) as aforesaid, from the trustees of the Illinois and Michigan Canal with the full knowledge and consent of said Shrigley, and that said Shrigley made no pretence of ownership of said certificate of purchase or of the title to said out Lot (38) at that time; that the said John Shrigley never owned said certificate of purchase and never paid any money for the same; or if the said Shrigley ever did at any time pay any money for said certificate that the same was refunded to him and that no assignment thereof was ever

made to him by the said Blanchard or by any one else; that if the said certificate of purchase were the property of said Shrigley as alleged in said bill of complaint, that the said Jefferson was wholly ignorant of the fact and that he purchased said certificate from said Blanchard without notice of the alleged ownership of said Shrigley.

And this defendant Hiram Jefferson further severally answering denies and this defendant Harriet A. Jefferson believes such denial to be true, that the said Hiram Jefferson ever received any assignment of said certificate of purchase from the said John Shrigley or that the assignment made by the said Blanchard to the said Jefferson was made for the said Shrigley; or that the three hundred and eighty dollars paid by the said Jefferson to the said Blanchard for said certificate and the ~~sixty~~ two dollars and fifty cents paid by said Jefferson to the trustees of the Illinois and Michigan Canal for the deed to said east half 3& described in said certificate of purchase, or any part thereof were paid for the said Shrigley or out of any money of said Shrigley, but that the said payments were made by the said Jefferson wholly out of his own purse & for himself & not for said Shrigley & that neither at the time of said purchase of said Jefferson of said certificate from said Blanchard nor at any other time did said Shrigley or any one for him, pay the whole or any part of the purchase

money thereof.

And this defendant, Hiram Jefferson further severally answering denies, and this defendant Harriet A. Jefferson believes said denial to be true that the said Hiram Jefferson ever received the said certificate from the said Blanchard or from any one else as a security for any indebtedness of the Shrigleys to the said Jefferson, but the said Hiram Jefferson alleges the fact to be, and said Harriet A. Jefferson believes it to be true that said Hiram Jefferson received said certificate of purchase as his own property having paid for the same out of his own funds; and this defendant Hiram Jefferson further denies and this defendant Harriet A. Jefferson believes such denial to be true, that the said Jefferson took the title to said out lot 38 from the Trustees of the Illinois and Michigan Canal under the deed hereto for referred to and marked Exhibit A, as security for any indebtedness of the said Shrigley to the said Jefferson, or that he now holds said title to said out Lot 38 as such security - but the said Hiram Jefferson alleges the fact to be and said Harriet A. Jefferson believes it to be true that on the contrary the said Hiram Jefferson took said title to said out Lot 38 wholly in his own right and free from all encumbrances, equities and trusts whatsoever

And this defendant Hiram Jefferson further severally answering saith and this defendant Harriet A. Jefferson believes it to be true that since

the purchase of the said certificate by the said Jefferson from the said Blanchard, the said Jefferson has paid all taxes accruing upon said out lot 38 (except the City tax of Chicago of 1852 amounting to 10$ & actors this respondent subsequently ~~[illegible]~~ refunded to said John Shrigley.

Which was paid by said Shrigley at said Jefferson's special instance and request and the amount of which was afterwards repaid by said Jefferson to said Shrigley — And said Jefferson denies that said complainants or any of them have paid said taxes or any portion thereof except as herein stated that a short time after the purchase of said certificate from said Blanchard as aforesaid, the said Jefferson permitted the said Shrigley and his said wife Emily A. Shrigley to occupy the said out lot 38 and furnished said Shrigley with lumber to build a small house thereon, the said Shrigley being the father in law of said Jefferson and being old and in indigent circumstances, that the said Shrigley and his wife continued to live upon said premises until the death of said Shrigley, paying no rent but in lieu thereof taking care of said property; that after the death of said Shrigley said Emily A. Shrigley, his widow continued to live upon said property up to the present time with the exception of about one year without paying any rent, and that the said Emily A. Shrigley is now living upon said property by the permission of said Jefferson

as a tenant at will, without any rent; And this defend-
ant Hiram Jefferson further answering denies and
this defendant Harriet A. Jefferson believes the denial
to be true, that the said Shrigley, or his said wife and now
widow has ever had possession of said property other-
wise than by the permission of the said Jefferson and
as his tenants at will; or that said Jefferson ever
leased said property for said Emily A. Shrigley
but the said Hiram Jefferson alleges the fact to be
and said Harriet A. Jefferson believes it to be true
that the said Jefferson did lease said property for
the space of about one year for his own benefit as
he had a right to do.

And this defendant Hiram Jefferson further
severally answering saith, and this defendant
Harriet A. Jefferson believes it to be true that in
and about the year 1851, the said John Shrigley
was indebted to said Jefferson in the following
sums of money, to wit; on or about the 25th of July
A. D. 1851 in the sum of ($400) four hundred dollars
for money advanced; on or about the 23rd of August
in the same year the sum of ($180) one hundred and
eighty dollars; on or about the 20th of October of the
same year, the sum of ($31,33) thirty one dollars
and thirty three cents, all for money advanced;
on and about the same date the sum of ($430)
four hundred and thirty dollars, money paid
for said Shrigley at his request; and on or about
the 27th of October of the same year the sum of

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($150) one hundred and fifty dollars, and at another time, the date whereof is not now remembered but before the 27th day of October 1851, the sum of ($50) dollars; that for and in consideration of such indebtedness the said John Shrigley conveyed to said Jefferson by deed, his wife Emily A. Shrigley joining therein and a copy of which is herewith filed and marked Exhibit B, and made part of this answer, the following described property to wit, The West half of the North East quarter of Section Eighteen in Township forty one, Range ten, East of the third principal Meridian, the West half of the South East quarter of said section Eighteen, situate, lying and being in the County of Cook, State of Illinois and containing by measurement one hundred and sixty acres; also all that part of a wood lot surveyed by George Smith, at what is usually called the rich cave out of the West half of the South West quarter section fifteen, township forty, North of Range nine, East of the third principal Meridian containing three one fourteenth hundredth of an acre and known as lot four of George Smith's survey in the County of Cook, State of Illinois, that the said conveyance was made in good faith and vested in said Jefferson the fee simple title to the property described therein; and that the consideration thereof is real and was at the time of the execution of said conveyance a fair equivalent for the property thereby conveyed, and not merely

nominal as is alleged in said bill of complaint

And this defendant Hiram Jefferson further severally answering saith, and this defendant Harriet A. Jefferson believes it to be true that the said John Shrigley fully understood the nature and effect of said conveyance and that the title to the lands mentioned therein was conveyed and intended to be conveyed by him said Shrigley in fee and not as security for any indebtedness of the said John Shrigley to the said Jefferson and that the said Jefferson holds said title in fee simple and not as security for any indebtedness of the said Shrigley to said Jefferson as is alleged in said bill of complaint.

And this defendant Hiram Jefferson further severally answering saith, and this defendant Harriet A. Jefferson believes it to be true that the above sums set forth as having been advanced to and paid for the said Shrigley by the said Jefferson are all the money loaned by said Jefferson to said Shrigley; that the taxes on said property were all paid by said Jefferson with the exception as above set forth, and that upon one occasion the said Jefferson furnished lumber to said Shrigley to the amount of ($25.00) two hundred and fifty dollars but the said Jefferson never intended to charge the said Shrigley with the same; that the only rents received by said Jefferson at any time for any of the above

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ascribed property was the sum of one hundred and forty dollars in money and about one hundred dollars in grain, which said Jefferson received and which he humbly submits said complainants can not at this time demand for because of the laches of the said complainants. In consideration whereof and of the premises this defendant is advised and believes that he is not liable to said complainants or required to account for the said rents to them.

And these defendants further answering severally say that they deny all manner of fraud and conspiracy with which they are charged in said bill of complaint, and this defendant Hiram Jefferson prays that the injunction heretofore granted in this cause may be dissolved and these defendants pray that they may be hence dismissed with their reasonable costs in this case sustained, as in duty bound they will ever pray &c.

Subscribed
Fred'k Wilson
Solicitor for Def'ts

Hiram Jefferson
Harriet A. Jefferson

State of Illinois }
County of Cook } ss

Hiram Jefferson one of the defendants named in the foregoing answer being duly sworn saith that he has heard the said answer and knows the contents thereof, that the matters and things therein stated are true of his knowledge except of those stated on information and belief – and those he believes to be true – and Harriet A. Jefferson the other defendant named in said answer being duly sworn saith that she has heard read the said answer and knows the contents thereof and that the matters and things therein stated she believe to be true.

Hiram Jefferson
Harriet A. Jefferson

Subscribed and sworn to
before me this 25th day
of March A. D. 1857

W. W. Stewart
Not. Public

Seal

Exhibit A

Illinois and Michigan Canal.

Know all men by these Presents, That the board of Trustees of the Illinois and Michigan Canal, under the authority vested in said Board by the

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Act of the Legislature of the State of Illinois, of February 21, 1843 entitled "An Act to provide for the completion of the Illinois and Michigan Canal, and for the payment of the Canal debt," has sold to Hiram Jefferson the following described Lot of land, to wit, East Lot Thirty Eight (38) in the said Trustees subdivision of Section Thirty Three (33) Township Forty (40) North Range Fourteen (14) East of the third principal Meridian, said Lots being a portion of the land granted by the United States, by the Act of March 21, 1827, and the 29th August 1842, to the State of Illinois, to aid said State in opening a canal to connect the waters of the Illinois River with those of Lake Michigan, and by said State granted to the said Board of Trustees of the Illinois and Michigan Canal for the purpose set forth in the said act of said State, of Feb. 21, 1843

Know ye also, that the said Hiram Jefferson paid to the Treasurer of the said Board of Trustees the sum of Two hundred and fifty dollars and cents being in full payment of the purchase money for said Land, and made according to the conditions set forth in the Act of January 9, 1836 entitled "An Act for the construction of the Illinois and Michigan Canal."

In consideration thereof, and the premises, the said Board of Trustees of the Illinois and Michigan Canal has granted, bargained and sold and by these presents does grant, bargain and sell unto

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the said Hiram Jefferson the said Lot of land above designated and described,

To have and to hold the same together with all the rights, privileges, immunities, appurtenances thereunto belonging unto the said Hiram Jefferson his heirs and assigns forever.

In witness whereof, The said Board of Trustees of the Illinois and Michigan Canal, has caused the corporate Seal of said Board to be affixed hereunto, and the names of the President and the Secretary of said Board to be hereunto subscribed this 28th day of August in the year of our Lord Eighteen hundred and fifty two.

Seal

W. Smith President

Wm H Gooding Secretary

Exhibit B.

This Indenture made this twenty seventh day of October in the year of our Lord One Thousand eight hundred and fifty one Between John Wrigley of the County of Cook in the State of Illinois and Emily A. his wife of the first part and Hiram Jefferson of the same County of Cook aforesaid of the second part. Witnesseth, That the said parties of the first part, for, and in consideration of One thousand Dollars in hand paid by the said party of the second part, the receipt whereof

is hereby acknowledged, and the said party of the second part forever released and discharged therefrom,) have granted, bargained, sold, remised, released, aliened and confirmed, and by these presents do grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described lots, pieces or parcels of land, to wit; The West half of the North East quarter of Section eighteen in Town forty one Range ten East of the third principal Meridian, and also the West half of the South East quarter of said Section eighteen, situate, lying and being in the County of Cook aforesaid and containing by admeasurement one hundred and sixty acres and also All that part or parcel of a wood lot surveyed by George Smith at what is commonly called the rich cove out of the West half of the South West quarter Section fifteen, Town forty one North Range nine East of the third principal Meridian containing three one fourteenth hundredth of an acre and known as lot four of George Smith's survey in the County of Cook aforesaid. Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever of the said parties of the first part, either in law or equity, of, in and to

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the above-bargained premises, with the hereditaments and appurtenances: To have and to hold the said premises above bargained and described with the appurtenances, unto the said party of the second part, his heirs and assigns, forever. And the said John Shrigley for himself, his heirs, executors and administrators, doth covenant, grant, bargain and agree, to and with the said party of the second part, his heirs and assigns, that at the time of the ensealing and delivery of these presents he and his said wife or one of them were or was well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law in fee simple, and have good right, full power, and lawful authority, to grant, bargain sell and convey the same in manner and form aforesaid; and that the same are free and clear of all former and other grants, bargains, sales, liens, judgments, taxes, assessments and incumbrances, of what kind or nature soever; and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns against all and every person or persons lawfully claiming, or to claim, the whole or any part thereof, the said parties and each of them of the first part shall and will warrant and forever defend.

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

Signed sealed and delivered in presence of L. C. Kerchival

John Shrigley (Ls)
Emily A. Shrigley (Ls)

State of Illinois } ss
Cook County }

I, Lewis C. Kerchival a Justice of the Peace in and for the said County, in the State aforesaid, Do hereby certify, that John Shrigley and Emily A. Shrigley personally known to me as the same persons whose names are subscribed to the above appeared before me this day in person and acknowledged that signed sealed & delivered the said Warranty and Warrantee Deed as their free and voluntary act, and for the uses and purposes therein set forth.

And the said Emily A. Shrigley wife of the said John Shrigley having been by me examined separate and apart, and out of the hearing of her husband, and the contents and meaning of said Warrantee Deed having been by me fully made known and explained to her, she acknowledged that she had freely and voluntarily executed 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 seal this twenty seventh day of October A. D. 1851

L. C. Kerchival (seal)
J. P.

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(3)

And afterwards, to wit: on the 27th day of March in the year last aforesaid the said complainants by their said Solicitor filed in the office of the Clerk of said Court their certain Replication, which is in the words and figures following, to wit:

The replication of Emily A Shrigley widow of John Shrigley deceased, and James H Shrigley, Elza J Shrigley & Emily Shrigley, Minors, by John B King, their next friend, complainants, to the joint & several answer of Hiram Jefferson & Harriet H Jefferson his wife, defendants, to the bill of Complaint of the above complainants filed in the Circuit Court of Cass County. These replicants, saving & reserving to themselves all & all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto say: That they will aver & prove their said bill to be true, certain and sufficient in law to be answered unto; And that the said answer of the said defendants is uncertain, untrue & insufficient to be replied unto by these replicants, without this, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, confessed & avoided, traversed or denied, is true, All which

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matters & things these repliants are, and will be ready to aver & prove as this Honorable Court shall direct, and humbly pray, as in and by their said bill they have already prayed

Geo Scoville

Compt Solt

And afterwards, to wit: on the 24th day of June in the Year last aforesaid, the Complainants by their said Solicitor filed in said Court, the deposition of Francis G Blanchard, taken by said Complainants, which said deposition was opened & placed in the files in this Cause by order of the said Court, and is in the words and figures following, to wit:

State of Illinois }
County of Cook } ss

The People of the State of Illinois to Charles H Prentiss Esqr of the City of Brooklyn in the State of New York — Whereas it has been represented to us that Francis G Blanchard is — material witness in a certain cause now depending in our Circuit Court of Cook County in and for the County of Cook aforesaid between Emily A Shrigley et al Complainants and Hiram Jefferson et al Defendants and that the said witness reside — at Brooklyn aforesaid without the said State of Illinois

and that his personal attendance cannot be procured at the trial of 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 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 enclosed with or attached to these presents, both on the part of the said Complainants 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 of Cook County with the least possible delay Witness William L Church Clerk of our said Court and seal thereof at Chicago in said County this Thirteenth day of June A.D. 1855

(L S)

Wm L Church Clerk

Circuit Court of Cook County
State of Illinois } ss

57.

Emily A Shrigley et al
vs
Hiram Jefferson et al

Please to take notice that on the 13th day of June, instant, I shall sue out from the office of the Clerk of the Circuit Court of Cook County in the above cause, a dedemus potestatem or commission according to the Statute in such case made & provided to be directed to Charles W Prentiss Esq of the City of Brooklyn in the State of New York, as Commissioner to take the testimony of Francis G Blanchard of said City a witness for the Complainants in this cause upon the interrogatories hereto annexed

Yours &c
Geo Scoville
Compts Solr

To Frk J Nelson Esq
Solt for Deft - Dated June 3d 1857

Circuit Court Cook County
State of Illinois
Emily A Shrigley et al
vs
Hiram Jefferson et al
In Chancery

Interrogatories to be propounded to Francis G Blanchard, a witness

on the part of the Complainants in this suit —

Interrogatory 1st — What is your name, age, occupation & place of residence?

Interg' 2d — Were you acquainted with John Shrigley in his life time? If yea, where did he reside, & where did you reside, when you knew him, & how long were you acquainted with him?

Interg 3d Are you acquainted with the Complainant, Emily A Shrigley, or with the defendant Hiram Jefferson? if yea, how long have you known them, or either of them?

Interg 4th State what you know, if any thing, of the purchase from the Board of Trustees of the Illinois and Michigan Canal of Out-lot or Block 38 in the said Trustees Subdivision of Section 33 Town 40 North Range 14 East, now in the City of Chicago, County of Cook & State of Illinois: If you know, state who purchased said Out-Lot or Block, when & for what amount & on what terms?

Interg 5th State, if you know, who purchased from the Board of Trustees of the Illinois & Michigan Canal the triangular, five acre lot or Block of land, west of & opposite the Cemetery in the said City of Chicago, where John Shrigley formerly lived, & on which he built a house; when the same was so purchased, on what terms, & for what amount: & give a description of the said lot or Block, if you

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can, by Number, Section, Township & range?

Inty 6th State, if you know, whether or not the tract of land referred to in the two last preceeding interrogatories, are one and the same piece of land? P

Int-y 7th If in answer to either the 4th or 5th interrogatory you state that you purchased the land enquired about, state whether you sold the same again or not: & if yea, when did you sell it, to whom & on what terms: how much money was paid, if any, & how was the balance secured, if at all? P State the full particulars of such sale by you.

Inty 8th If in answer to the 5th interrogatory, you say that you purchased the lands therein mentioned, state what papers or evidence of such purchase you received, if any, & what you did with the same: & if you ever assigned it, state to whom you made such assignment, & when & for what purpose, & for what consideration: and if you made more than one assignment thereof, state to whom the second assignment was made, & when and at whose request, & where & in whose presence?

Inty 9th Did you make an assignment of the certificate of purchase of the premises referred to in the 5th interrogatory, to any one, soon after or within a few months after, you received said certificate? P If yea, to whom, & when?

Inty 10th If you answer the last question in the affirmative & that you assigned said Certificate to John Shrigley, state whether or not you afterwards had or held said certificate, & if so for what purpose?

C. - 11th If in answer to the 8th interrogatory you state that a second assignment of the instrument therein referred to was made, state how much money, if any, was paid to you at the time, & by whom & for whom, & at whose request, and what such money was paid for? And if it was to pay any debt owing to you from any person, state from whom, & the amount thereof & what it was for?

Geo Scoville Compts Sol

Circuit Court of Cook County

Emily A Shrigley et al
vs
Hiram Jefferson et al } In Chancery

Cross Interrogatories to be propounded to Francis G Blanchard, a witness on the part of the Complainants in this suit

Cross Inty 1st — If in answer to Interrogatory 7th in your examination in chief, you state that you sold the land referred to in said interrogatory to John Shrigley, and that said Shrigley made a payment

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or the same, state whether the said John Shrigley did not refunds said payment to you or any part thereof or any equivalent therefor?

Cross Int. 2d — If in answer to Interrogatory 8th in your examination in Chief you state that you made an assignment of the instrument or paper referred to in said Interrogatory to John Shrigley state whether you acknowledged the execution of said assignment, and if so before what Justice Notary Public or other officer

Cross Int. 3 If in answer to interrogatories 9th & 10th you state that you made an assignment of the paper referred to in said interrogatories to John Shrigley and that you afterwards had or held said paper, state further whether or not the said assignment was erased by you or by your order; and whether said Certificate referred to in interrogatory 10th ever passed into the possession of John Shrigley as his property?

Cross Int. 4th — Did not Hiram Jefferson the defendant in this case pay to you or did any one in his name pay to you the sum of Three Hundred and Eighty Dollars for the Certificate referred to in the 3rd Cross Interrogatory

Cross Int. 5th — Did you not require said Jefferson to pay to you a greater price for said Certificate than

you had agreed to let said Shrigley have it for?

Cpt Int'g 5th — State who was present when you made the second assignment of said certificate

Cpt Int'g 7th — Did you not for a good and valuable consideration paid you by said Hiram Jefferson, assign all your right title & interest in & to said certificate to the said Hiram Jefferson

Cpt Int'g 8th — Had not the time which you allowed said Shrigley to pay the purchase money for said Certificate expired: and did you not in consideration of that fact charge said Hiram Jefferson a greater price for said Certificate than you had agreed to let said Shrigley have it for?

Cpt Int'g 9th — State if you have had any conversation with any one about this case, and with whom and when?

Cpt Int'g 10th — State if you have been informed of what it was necessary for you to testify to in this case

Cpt Int'g 11th — State if you have had any conversation with William H Davis in relation to this case, if yea - when and what was said by said Davis to you

Cpt Int'g 12th — Did any one ever say to you that if the Complainant should succeed in this case

5)

that your claims against John Shrigley or his estate would be paid ?

Fred J Nelson
Sol for Defts

The deposition of Francis G Blanchard of the City of Brooklyn, County of Kings and State of New York, a witness of lawful age, produced, sworn and examined upon his corporal oath on the Seventeenth day of June in the year of our Lord One thousand eight hundred and fifty seven at the Office of Charles W Prentiss in the City County and State of New York by me a Commissioner duly appointed by a Dedimus Protestatem or Commission issued out of the Clerks office of the Circuit Court of Cook County in the State of Illinois bearing teste in the name of Wm L Church Esqr 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 Francis G Blanchard a witness in a certain suit and matter in controversey now pending and undetermined in the said Circuit Court wherein Emily A Shrigley & als are complainants and Hiram Jefferson & al are defendants in behalf of the said Complainants as well upon the Cross

Interrogatories of the defendants as on the interrogatories of the complainants which were attached to or inclosed in the said Commission & upon none others - The said Francis G Blanchard being first duly sworn by me 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 Complainants as the defendants in relation to the matters in controversy between the said complainants and defendants so far as he should be interrogated, testified and deposed as follows.

Interrogatory first -

What is your name, age, occupation and place of residence

To the first Interrogatory

Answer

My name is Francis G Blanchard. My age is sixty years & upwards. My occupation is a dealer in lands, & reside in the City of Brooklyn, Kings County, State of New York

Interrogatory 2d

Were you acquainted with John Shrigley in his life time? if so where did he reside, & where did you reside when you knew him & how long were you acquainted with him

Answer to 2d Interrogatory

I was acquainted with John Shrigley in his

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life time - Knew him for three & twenty years. He resided during most of this time at Chicago, Illinois & some of it at Datchmans Point. Resided at Chicago during this time

Interrogatory 3d

Are you acquainted with the Complainant Emily A Shrigley, & with the defendant Hiram Jefferson? if yea how long have you known them, or either of them?

Answer to 3d Interrogatory

I am acquainted with the Complainant Emily A Shrigley, was so during the same twenty three years - I am acquainted with Hiram Jefferson have been so for five or six years last past

Interrogatory 4th

State what you know of any thing of the purchase from the Board of Trustees of the Illinois and Michigan Canal of Out Lot or Block 38 in the said Trustees Subdivision of Section 33, Town 40 North Range 14 East, now in the City of Chicago, County of Cook & State of Illinois. If you know state who purchased said Out Lot or Block, when & for what amount & on what terms

Answer to the 4th Interrogatory

I purchased said Out Lot of the said Board of Trustees September Sixth in the year 1848 for

Two Hundred and fifty Dollars, and I paid one quarter down and was to pay the balance in one, two & three years,

Interrogatory 5th

State if you know who purchased from the Board of Trustees of the Illinois and Michigan Canal, the triangular five acre lot, or block of land west of and opposite the Cemetery in the said City of Chicago, where John Kinzley formerly lived on which he built a house, when the same was so purchased, on what terms and for what amount: and give a description of the said lot or block, if you can, by number, section township & range

Answer to 5th Interrogatory

The piece of land mentioned in this 5th Interrogatory as the same I have spoken of in my answer to the 4th Interrogatory, which I stated I purchased. I have fully answered this interrogatory in my answer to said 4th Interrogatory.

Interrogatory 6th

State if you know whether or not the tracts of land referred to in the two last preceding interrogatories, are one and the same piece of land

Answer to the 6th Interrogatory

The pieces of land referred to in said 4th & 5th Interrogatories are one & the same, being

differently described in the two interrogatories

Interrogatory 7th

If in answer to the 4th or 5th Interrogatories you state that you purchased the lands enquired about, state whether you sold the same again or not, and if you, when did you sell it, to whom, on what terms: how much money was paid, if any, & how was the balance secured, if at all, state the full particulars of such sale by you,

Answer to the 7th interrogatory

I sold said piece of land which I purchased as above stated about three months after I purchased it, to said John Shrigley, he was to & did pay me fifty dollars down & was to pay the three accruing payments to the Canal Trustees, I assigned the certificate of purchase from the Canal Trustees to said Shrigley & left the certificate so assigned in the hands of Samuel S Love Jr to be delivered to Shrigley when he completed making the payments. Said Shrigley was also to pay me Sixty two dollars & one half being the one quarter of the Consideration money which I had paid down on my purchase

Interrogatory 8th

If in answer to the 5th interrogatory you say

that you purchased the land therein mentioned, state what papers or evidence of such purchase you received if any. & what you did with the same; and if you ever assigned it state to whom you made such assignment & when & for what purpose and for what consideration: & if you made more than one assignment then state to whom the second assignment was made & when and at whose request & where & in whose presence

Answer to the 8th interrogatory.

I received on my purchase as evidence of it a certificate of purchase from the Canal Trustees: I have already stated the particulars of my disposing of said certificate to John Shrigley. I now state that I made a second assignment of the said Certificate at said Shrigleys request to said Hiram Jefferson about the 5th day of July 1851 in the office of Cornell & Barron. I think it was in the City of Chicago. William H Davis was present at the time & witnessed the assignment

9th Interrogatory

Did you make an assignment of the certificate of purchase of the premises referred to in the 5th Interrogatory to any one soon after or within a few months after you received said Certificate, If yea to whom and

when
Answer to the 9th Interrogatory
I have already in my previous Answers
answered this Interrogatory
Interrogatory 10th
If you answer the last question in the
affirmative, and that you assigned said
Certificate to John Shrigley, state whether
or not you afterwards had or held said
Certificate, and if so for what purpose?
Answer to the 10th Interrogatory
I never had the said Certificate after I
assigned it to said Shrigley, except for
the purpose of delivering it to said Jefferson
& never after I did deliver it to said
Jefferson
Interrogatory Eleventh
If in answer to the 8th interrogatory you
say that a second assignment of the
instrument thereon referred to was made,
state how much money if any was paid to
you at the time and by whom and for whom
and at whose request and what such money
was paid for? and if it was to pay any
debt owing to you from any person state
from whom and the amount thereof and what
it was for
Answer to the Eleventh Interrogatory
At the time of the assignment to Jefferson

there was about two hundred dollars was paid to me. I cannot recollect exactly the amount. I remember it was fifteen dollars short of the amount he was to pay me. William H Davis paid it for Jefferson, at the request of John Shrigley it was paid for the balance due on the sale of the lot to said Shrigley, from him to me, - the amount of the debt from Shrigley to me on account of the balance was over two hundred dollars. I dont remember with accuracy the amount; it must have been from two to three hundred Dollars

Cross Interrogatories and answers thereto by the witness on the part of the defendants

Cross Interrogatory 1st

In answer to interrogatory 7th in your examination in Chief you state that you sold the land referred to in said interrogatory to John Shrigley, and that said Shrigley made a payment on the same, state whether the said John Shrigley did not refund said payment to you or any part of or any equivalent therefor

Answer to the 1st Cross Interrogatory

Said John Shrigley nor no other person ever refunded to me any payment on said lot

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existing what I paid to the Canal Trustees which was two payments as near as I can recollect besides the cash payment at the beginning. I never refunded to Shrigley nor any other person any money paid to me on the purchase of said lot

Cross Interrogatory 2d

If in answer to interrogatory 8th in your examination in Chief you state that you made an assignment of the instrument or paper referred to in said interrogatory to John Shrigley, state whether you acknowledged the execution of said assignment, and if so before what Justice Notary Public or other officer

Answer to the 2d Cross Interrogatory

I did not acknowledge the assignment to Shrigley

Cross Interrogatory 3d

If in answer to interrogatory 9th & 10th you state that you made an assignment of the paper referred to in said interrogatories to John Shrigley and that you afterwards had or held said paper, state further whether or not said assignment was erased by you or your order, & whether said Certificate referred to in interrogatory 10th ever passed into the hands

possession of John Shrigley as his property?

Answer to the 3d Cross Interrogatory—

I did erase the assignment to Shrigley said certificate never did go into the possession of said Shrigley as his property but went into Lowe's hands as I have stated for Shrigley

Cross Interrogatory 4th

Did not Miram Jefferson the defendant in this cause pay to you or did any one in his name pay to you the sum of Three Hundred & Eighty Dollars for the certificate referred to in the 3d Cross Interrogatory?

Answer to the 4th Cross Interrogatory

I cannot state the amount exactly paid me for the certificate. it was the balance due on the purchase as I have already stated it was not paid by Jefferson himself but by William H Davis. I understood that Jefferson advanced the money for the benefit of Shrigley's family

Cross Interrogatory 5th

Did you not require said Jefferson to pay to you a greater price for said certificate than you had agreed to let said Shrigley have it for?

Answer to the 5th Cross Interrogatory

I did not require said Jefferson to pay any more for the certificate than I had agreed to

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let Shrigley have it for.
Cross Interrogatory 6th
State who was present when you made the second assignment of said Certificate
Answer to the 6th Cross Interrogatory
William K Davis was present at the time I made the second assignment, & there was some other, or others were present but I don't recollect the names.

Cross Interrogatory 7th
Did you not for a good and valuable consideration paid you by said Hiram Jefferson assign all your right, title and interest in to said Certificate to the said Hiram Jefferson
Answer to the 7th Cross Interrogatory
Yes, by the request of Shrigley

Cross Interrogatory 8th
Had not the time which you allowed said Shrigley to pay the purchase money for said Certificate expired: and did you not in consideration of this fact charge said Hiram Jefferson a greater price for said Certificate than you had agreed to let said Shrigley have it for?
Answer to the 8th Cross interrogatory
I did not charge any more to Jefferson

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Shaw I had agreed to take from Shrigley as it was only a day or two least the time for Shrigley to pay.

Cross Interrogatory 9th
State if you have had any conversation with any one about this case, with whom when?
Answer to the 9th Cross Interrogatory
I had some conversation with William H Davis the fore part of this month.

Cross Interrogatory 10th
State if you have been informed of what it was necessary for you to testify to in this case?
Answer to the 10th Cross Interrogatory
I was informed that it was necessary for me to testify to all the facts in the case touching further

Cross Interrogatory 11th
State if you have had any conversation with William H Davis in relation to this case - if yea - when - and what was said by said Davis to you?
Answer to the 11th Cross Interrogatory
I have already stated I had conversation with Davis. Davis said he hoped Ross

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Shingley would get it as it was only put into Jefferson hands as collateral security, and I have heard Jefferson & all the parties say the same thing".

Cross Interrogatory 12th
Did any one ever pay to you that if the Complainants should succeed in this case that your claim against John Shingley or his estate would be paid?
Answer to the 12th Cross Interrogatory
No, but William H Davis remarked in his conversation with me that if Mrs Shingley recovered the property she would come out pretty well & be able to pay all the debts

Francis G Blanchard

I Charles H Prentiss of the City of Brooklyn, Kings County & State of New York a Commissioner duly appointed to take the deposition of the said Francis G Blanchard a witness whose name is subscribed to the foregoing deposition, do hereby certify that previous to the commencement of the examination of the said Francis G Blanchard as a witness in the suit between the said Emily A Shingley and Plaintiffs and the said Henry

Jefferson val defendants, he was duly sworn by me as such Commissioner to testify the truth in relation to the matters in controversy between the said Emily A Shrigley val plaintiffs and the said Horace Jefferson val defendants so far as he should be interrogated concerning the same; that the said deposition was taken at my office in the City, County & State of New York at 49 William Street on the Seventeenth day of June AD 1857; & 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 deponent Francis G Hanchan before me, the oath being administered by me as such Commissioner at the place and on the day and year last aforesaid

Charles H Prentiss
Commissioner

Fees $15.00 paid by
Geo Saville Complts Sols
C H Prentiss

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And afterwards, to wit: on the 11th day of July in the year last aforesaid the said defendants by their Solicitor filed in said Court the Deposition of David Combs, which was ordered by the Court to be opened by the Clerk & filed with the papers in this cause, Said deposition is in the words and figures following, to wit,

Emily A Shrigley et al
vs
Hiram Jefferson et al

In Chancery in Circuit Court of Cook County

It is hereby stipulated & agreed by and between the undersigned Solicitors in the above entitled cause that the defendants Solicitor do proceed to examine David Combs touching his knowledge of the matters & things in controversy in this suit on the 1st day of June 1857, and that the examination so taken may be used as evidence in said cause subject to all legal objections; and all exceptions, on account of want of notice or other informality are hereby expressly waived by complainants solicitor

(4)

George Scoville
Complts Solr
Fred J Nelson
Sol Deft

And now at this time, to wit: the 1st day of June AD 1857, came before me the said parties, Complainants and defendants by their respective attorneys and under the foregoing adjournment and the stipulation hereto annexed proceeded with the examination of witnesses as follows — David Combs a witness of mature age, being produced sworn & examined on the part and behalf of the Defendants, did depose and say, in answer to the following Interrogatories as follows

1st Interrogatory
What is your name age and residence?
Answer
My name is David Combs, my age is fifty two years, and my residence in West Wheeling Cook Co. Illinois

2d Interrogatory
Did you know John Shingley in his life time, if yea how long did you know him?
Answer

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I did, some five or six years

3rd Interrogatory
Did you ever have any conversation with said John Shrigley relative to the five acre lot described in the Bill of Complaint, in this cause? if you state when and all that was said at said Conversation

Objected to for the reason that there is no foundation laid for said Interrogatory (by Complainants Solicitor — Seville)

Answer
I did - well I cant state exactly the time but I think it was five or six years ago, He was talking about this lot, he said he was poor and in some trouble, and could not pay some people that were bound for him, or endorsed for him, that it was impossible for him to raise the money - I said to him, they will probably sell your lot, I thought it belonged to him - He said it did not belong to him, nor never did, he said that Hiram Jefferson bought it with his own means - I then spoke to him about building a house at that time, said that he might have it by building it on the

seems grounds. He said he could not lose much, that Jefferson would allow him to live on it while he lived, that Jefferson either furnished the lumber or built the house. My memory does not serve me as to which, Jefferson was to some expense in doing one or the other & on building the house — This was in a confidential Conversation between us — That was all that was said at that Conversation I believe.

4th Interrogatory
Were you and said John Shingley particular friends or not?
Objected to as Irrelevant by Savile Complainants Solicitor
Answer
We were had a good feeling for each other

Cross Examination by Complainants Solicitor Geo Saville

1st Cross Interrogatory
Where was this Conversation held?
Answer
At Johns & Dolly's House on the North Side

2d Cross Interrogatory
Where was John Shrigley then
living
Answer
I dont remember where his family
was – He was living I think at the
Planters House

3d Cross Interrogatory
Was this House spoken of by you in your
direct examination then built?
Answer
I dont know whether it was or not

4th Cross Interrogatory
Was it Commenced?
Answer
I do not know – we were talking about
a House. Whether it was built, or in
process of building, or to be built – I do
not know – not being on the ground. I
could not say – I rather think it
was not built

5th Cross Interrogatory
Has Hiram Jefferson told you what he
wanted to prove in this Case?
Answer

He did not —

6th Cross Interrogatory
Have you read his answer in this Case,
or had it read to you?
Answer
No Sir

7th Cross Interrogatory
Have you read the Bill in this case or
had it read to you?
Answer
I have not

8th Cross Interrogatory
State the discription of the premises,
mentioned by you, in your answer to the
3d direct Interrogatory?
Answer
I can not state the lot block nor
section — The best discription I can
give of it is that it was bought off
of a farm that I was acquainted with,
& knew where it lay. It layd down below
or near the Burying Ground — I understood
it contained five acres.

David Combs

And now at this time to wit: June 1st/57
[illegible] of said day at request of

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Counsel the further examination of witnesses was postponed to suit the convenience of the respective Solicitors in this case, which was duly granted

Not fees $2.50
Certificate .50
$3.00

Wm H Stewart
Not Pub & Commissioner

State of Illinois }
Cook County } ss I William H Stewart a Notary Public in said County and State do hereby certify that the foregoing deposition of David Combs was taken before me at my office in the City of Chicago on the 1st day of June A.D. 1859 on the part & behalf of the Defendants in this cause, and in pursuance of the within stipulations of Solicitors hereto for annexed, That the said witness was by me first duly sworn according to law to testify the truth, the whole truth and nothing but the truth in the matters relating to this cause, and that the foregoing deposition was by me written out, in the presence of said witness, and after having been carefully read over to him was subscribed

by said Witness in my presence,

In Witness

Whereof I have hereunto set my hand and Official seal Notarial this Second day of June AD 1857

L S

Wm W Stewart

Notary Public for Chicago Illinois

Notary fees $3.00 paid by Defendants Solicitor Nelson

W W S Not Public

And afterwards, to wit: on the day and year last aforesaid, to wit: July 11th AD 1857 the said Complainants by their said Solicitor filed certain other depositions in said Court which the Court ordered the Clerk to open file with the papers in this cause, which are in the words and figures following to wit

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Cook Circuit Court
Emily A. Shrigley et al
vs
Hiram Jefferson et al

It is hereby stipulated and agreed that the testimony of Elizabeth Green, Mary Skinner, Horace Andrews, John Burton, and William H. Davis, may be taken under the notice already given in this case, the same as if all the names of said witnesses had been included in said notice - and that their examination be continued on the 29th day of May, instant, at ten o'clock A.M. before Wm. W. Stuart Esq, Notary Public, at his office -

Dated May 21st 1857.

Geo. Scoville
for Compts.
Fred Nelson
Atty for Defts

Circuit Court of Cook County.
Emily A Shrigley, et al
vs
Hiram Jefferson, et al

Please to take notice that I shall take the testimony of Joseph Filkins, William H. Davis, William Lill, Michael Diversy, Benjamin H. Skinner, Walter B. Green, Catherine Burton, and Robert F. Long, witnesses for the complainants in this cause, before William W. Stewart, Esq, a Notary

Public, at his office, No 9. Metropolitan Block in the city of Chicago, commencing on the 8th day of April, 1857. at ten o'clock, A. M. the testimony so taken to be used as evidence in the trial of this cause-

Yours &c.

To Fred J. Nelson
Defts Solr-

Geo Scoville,
Complts. Solr.

Emily J. Shrigley Etal
vs
Hiram Jefferson et al

In Chancery in
Cook Circuit Court-

The following deposition of witnesses in the above entitled Cause, was commenced before me at my office in Chicago, on the day mentioned in, and in pursuance of the Stipulation and Notice hereto annexed- and was continued from time to time, as hereinafter mentioned, and set forth, and at all times, in the presence of, and by the consent of the Respective Solicitors- both for Complainants and Defendants-

Wm W. Stewart
Not. Pub. & Commissioner

William Lill, a witness of mature age, being produced and sworn, and examined on the part and behalf of the Complainants, did depose and say, in answer to the following Interrogatories, as follows to wit

Served this day on
Fred. J. Nelson
Defts Sole.
March 28th 1857.

1st Interrogatory— What is your name, age, and place of residence?

Answer— My name, William Sill, my age is forty nine years, and residence in Chicago—

2nd Interrogatory— Did you know John Shrigley in his life-time? and his family?

Ans— I did— for twenty years, last past—

3 Interog— State what, if anything, you know of said Shrigley purchasing out Lot, thirty eight (38) in the Canal Trustees Subdivision of Section thirty three, Township forty, (40). North Range fourteen (14) East 3.

Answer. I know from common conversation that he purchased it of Mr. Blanchard. I suppose to the best of my knowledge, that he made one or two payments upon the lot, himself— afterwards Mr. Jefferson made the payments, with the understanding that he was to hold it in trust for Mrs. Shrigley, and redeed to Mrs. Shrigley the said lot, when the money was paid back to him— I know these facts from Mr. Jefferson and Mr. Shrigley—

Defendants Counsel objects to this answer, first, because the same is hearsay, and second, it is not admissable under the allegations in the Bills—

4th Interrogatory— State what, if anything, you have learned from the defendant Hiram Jefferson since Mr. Shrigley's death, about his transactions with said Shrigley, and give dates and particulars as near as you can—

Answer— After the death of Mr. Shrigley, Mr. Jefferson

come to me himself, enquiring what I thought was best to be done, that he was willing to settle, by what the friends of Mr. Shigley should say - naming Mr. Davis, Mr. Wilkins, and myself - at the same time acknowledging that this property was to be deeded to Mrs. Shigley - meaning this five acre Block - My advice to him was to sell the farm, and pay himself the Principal and Interest - which at that time he acknowledged was all he expected and desired - and re-deed the balance of the property to Mrs. Shigley - his reasons for not doing so, he said were first, that there might be some trouble with the creditors - I stated to him then, that there was not one of Mr. Shigley's creditors, that would take the Home from Mrs. Shigley - I said I was one of them, and should be willing to sign to that effect - And another objection was, that he thought that there would be no guarantee for bringing up the younger children, if he deeded to her -

Defendants counsel object to this answer, because it not admissable under the allegations to the Bill -

5th Interogatory - State what if anything you learned in Mr. Shigley's life time, from conversations between him and said Jefferson, in relation to their business trans-actions, affecting the land in question -

Answer - I have already stated what I know in regard to it -

6th Interogatory - Did you have any transactions with

Mr. Shrigley, or Mr. Jefferson in relation to a purchase by either of them, of any Interest in the New York House or its furniture — If so, when and what was the transaction, and what, if any, conversation occurred between Mr. Shrigley and Mr. Jefferson, in relation to the same, or other matters?

Defts counsel objects to the above question as irrelevant —

Answer — I had — the transaction was that I had a Judgment against Mr. Shrigley — and Mr. Shrigley had an Interest in the New York house — and this interest was sold to me — Jefferson, to satisfy my Judgment, with the understanding that Mr. Jefferson should hold the Interest for Mr. Shrigley — I took Mr. Jefferson's Note, in payment of this Judgment, and afterwards Mr. Skinner paid me, and I gave up the note to Mr. Shrigley — and told Mr. Jefferson that he could call upon Mr. Shrigley, and get his note — this was about six or nine months before Mr. Shrigley died — all these facts above stated, I learned from a conversation by and between Mr. Shrigley, Mr. Jefferson and myself — at that time and this all that I recollect, as having been said at this conversation —

Defts counsel object to this answer as irrelevant —

X Cross Interrogatories

by Defts Solicitor Nelson —

1st Cross Interrogatory — What do you mean, in answer to the third Interrogatory, in saying, "I knew

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these facts, from Mr. Jefferson and Mr. Shrigley—
do you mean that you heard them from conversations,
at which both were present?
Answer— I know them first by conversation with
Mr. Shrigley, and afterwards by the acknowledgement
of Mr. Jefferson, in conversation with me at sun-
dry times—
2nd Cross Interrogatory— Can you designate any par-
ticular time, at which you had any of these conver-
sations refered to?
Answer— I cannot recollect any particular date or
dates— nor any month or year—
3rd Cross Interrogatory— Did any of these conversations
take place prior to 1852—3.
Answer— With Mr. Shrigley they did of course—
with Mr. Jefferson, I am not prepared to say—
4th Cross Interrogatory— Did any of these conversations
take place prior to 1851—3.
Answer— I am not prepared to say—
5th Cross Interrogatory— In the settlement which
you state in your answer to Interrogatory fourth,
Jefferson confessed himself willing to make— was there
anything said about Improvements, or the particular
matters of settlement?
Answer— I do not recollect that there was—

Direct Examination resumed
by Complainants Solicitor Scoville—

1st Interrogatory— What is your best recollection as
to the conversations with Jefferson mentioned in

your answer to the third Cross Interrogatory?
Answer- They were a short time after Mr. Shigley's death-

William Lill-

The further examination of Witnesses adjourned over by agreement, of counsel, to Monday the 20th Inst. at 2 o'clock P. M. of said day-

Wm W. Stewart-
Commissioner &
Notary Public-

And now at this day, to wit, the 20th day of April, A D. 1857. at the hour of 2 o'clock, P. M. of said day, came before me the said W. W. Stewart Notary Public, as aforesaid, the said complainants by their Solicitor, Geo. Scoville, and the said defendants by their Solicitor, L. H. Nelson, and proceeded with the testimony as follows-

Joseph Filkins being produced, sworn and examined as the law directs- did depose and say, in answer to the following Interogatories, as follows- to wit-

1st Interogatory by complainants Solicitor-
What is your name, age, and place of residence?
Answer- My name is Joseph Filkins, my age is fifty one years- and my residence in Chicago-
2nd Interogatory- Did you know John Shigley in his life time, and his family- if so, how long were you acquainted with him and his family, and state what acquaintance you had with

them, and who composed his family—
Answer— I did, I have been acquainted with them Twenty Two years— & I, have been intimately acquainted with them ever since I made their acquaintance— The family consists of six children— these are all that I ever knew, or recollect of their ever having— Their names are Caroline, wife of Walter Green, Harriet, wife of Hiram Jefferson, Mary, wife of Skinner, and the other three I cannot recall the names of— except the Nick-names, which were "Duckey, Liz & Bubb"— Shrigley and his wife, of course, were also of the family—
3rd Interogatory— State what knowledge you have, if any, of Business trans-actions between John Shrigley, and the Defendant Hiram Jefferson, in the life time of said Shrigley, in respect to loans of money from said Jefferson to said Shrigley, and security given therefore, state fully—
Answer— Sometime A.D. 1850, or A.D. 1851. I loaned Shrigley some money— the amount I think was about Four Hundred Dollars— and I had security on a Farm out near Elgin— Some four miles this side of Elgin in Cook County— called the "Cook Farm"— I had a Trust Deed against it, and I think Wm. H. Davis was the Trustee for the security of the money— When the money became due, which I think was in 1851 or 1852. I came into this city to see Mr. Shrigley about it— Mr. Shrigley, Mr. Jefferson and myself stood on the corne

of Clark and Randolph Sts, by the Sherman House and Mr. Shigley asked Mr. Jefferson, if he could let him have the money to pay me - Jefferson told him he could, if he, Jefferson could get it from Thomas Richmond, that said Richmond was owing him for some plank - Says he, "I will go down and see him, and will be back in a few minutes" - we waited there till he came back - when he told Shigley that he could let him have it - when he came back, he wanted to know in what way he could be secured for it - I told him that I would assign the Trust Deed to him, which should make him secure - He said there were some other matters against Shigley, and as he was connected in the family, he wanted to help him, and he probably might want some more money, and it would be better for Shigley to give him a Warranty Deed - we went from there to Davis' office, and there the Papers were made up - I received my money, and relinquished my claim on the farm - and Shigley told Davis to make out a Deed of it to Mr. Jefferson - This is the only loan of money that came personally to my knowledge, during the Lifetime of said Shigley - Jefferson, at this same time, said to me that he wanted to fix it in such a shape as to save it for Mr. Shigley's family, for Shigley was very intemperate, and was drinking hard -

4th State if you know what time John Shigley died, and who was, and is now Administrator of

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his Estate."

Answer. Shigley died some three or four years ago- I took out Letters of Administration with Mrs. Shigley-

5th Interrogatory- State what negotiations, if any, you have had with said Jefferson, since Shigley's death, in regard to a settlement with him, on behalf of the Estate of said Shigley, and in what capacity you acted- state fully-

Answer- Jefferson came to me some two years ago, and wanted that I should take out Letters of Administration upon the Estate, because he said Shinner was trying to rob the Estate, of moneys due to it- I told him that I did not want to have anything to do with it- He said Mrs. Shigley, and the rest of the family, wanted I should. I said to him I would do so, and he could bring Mrs. Shigley to Chicago, and we would do so at once- He got her down, and we did so at once- After we had done this, we employed Wm H. Davis as the attorney for the Estate- I requested Mr. Jefferson to come in as soon as he could, look over the matters of the Estate, and we would have a talk over of matters- He done so- When we met in Col. Davis' office, and he then stated that he held the Deed of this Cook Farm, and the five acres by the Burying Ground, bought of Blanchard in his name- and all the Claims he held against the Estate- Interest and all- up to that time-

was Fourteen hundred and fifty Dollars, but he said the Shigley family claimed that it was only Ten hundred and fifty Dollars- He said that he had held this Land above described in his name, for the Family, and that he was ready to Deed it to them, when ever I should say that it was right for him to do so- and whenever he had the money paid back to him, which he had loaned to Mr. Shigley in his Lifetime on it- I mean to say that by the said Land, I have reference to the Cook Farm, out near Elgin, and the Five acres that the widow Shigley now lives on- near to the Burying Ground in Cook County- I told him to hold on to the land, in the same shape that he then held it, until I could see in what shape the Estate was placed in relation to Debts and things against it, for I wanted if possible to save this five acres, and the Farm for the family to live upon- After I had found out these things, I would call upon him and let him know how and in what shape I should want him to place this land in- About one year ago, and after the talk above alluded to, I wrote him a letter to come in and see me- He came, and then I told him, I wanted to make a final settlement of this matter, and he to make quit claim Deed of the said Land, to the widow and the three (3) youngest children- He refused to do so, by having his pay of what the Estate owed him- and then I offered him, in order to,

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get a settlement, to give him the "Cook Farm", and one acre of the Five acres, if he would deed the balance of four acres to the widow, and the 3 youngest children - He refused to do this, but said that the property belonged to him, no one had any right to it but him, he would make the widow Shrigley a present of the House, and the point of land there where the House stands, of about half an acre - this was all that he offered to do at that time, about the Land - after this, and some time during the last Fall, he came to me and offered to give one half of the five acres, and build two (2) small houses on the other Half - and Lease them nominally to her, so she could Lease them again for her support, and would charge her nothing for the Leases - and would pay the Taxes himself, for and during her Lifetime -

I told him that something must be done by him to settle the matter, that if he did not settle up the matter satisfactorily, we should be compelled to file a Bill in Chancery, upon him, to do so - I told him I was not satisfied with his offer, and that if he would come in again, we would take some one with us, that he might name, and would go up to see Mrs. Shrigley - He said he would, and take Archibald Colburn, and he would come in, and all three of us would go up, and see her, and then see if we could settle it - He did not do so as agreed, and no further negotiations

have been had - I acted as Administrator of the Estate of John Shigley, in all these negotiations -

This answer objected to by Defts Solicitor Nelson, as not competent under the allegations in the Bill -

6th Interrogatory - State if you know, why this Farm was called the "Cook Farm", and how large it was, and whether you ever had security from said Shigley, upon any other Farm?

Answer - It was a Farm which Mr. Shigley had of Mr. Cook, and for which he sold to Cook, the Lease of, and furniture for the "Planters House" in Chicago - I cant say how large it is, I think the Prairie part was about 80 acres, and cant say but it has more, and a small piece of Timber - this was the only transaction that I ever had with John Shigley, in which I took security on any land -

This answer objected to as Irrelevant by Defts Counsel -

7th Interrogatory - State if you know, the description of the Lands described by you as the "Cook Farm" -

Answer - I think it is in Town forty one, and Range ten, but cannot tell the Section -

At this time, to wit - 4 o'clock P. M. of said day, at the request of the Defts Solicitor the further examination of this witness, was postponed to the hour of 2 o'clock, P. M. of the 21st of April Inst.

Wm W. Stewart

Commissioner &

Notary Public

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And now at this hour, to wit, at the hour of 2 ½ o'clock, P.M. of the 21st April, Inst, came before me, the said parties, by their Solicitors, and proceeded with the examination of witnesses as follows- to wit-

Robert F. Long, a witness produced, sworn and examined on the part and behalf of the Complainants, did depose and say as follows- in answer to the following Interrogatories-

1st Interrogatory- What is your name, age, and place of residence?

Answer- My name is Robert F. Long, my age forty nine years, and place of residence, Chicago-

2nd Interrogatory- Did you know John Shrigley in his life time, and do you know the parties to this suit, or either of them? if so, which, and how long have you known them?

Answer- I did not know John Shrigley- I know Emily A. Shrigley, and Hiram Jefferson, and have known them about three years.

3rd Interrogatory- Do you know the premises described as out Lot, 38. in the Canal Trustees Subdivision of Section 33. Town 40. N. R. 14. East of the 3rd P. M. in Cook County-

Answer- I do not know it by those numbers, but I know the property that Mrs. Shrigley now resides upon-

4th Interrogatory- State if you know, where the property is situate that Mrs. Shrigley now resides

on, how long have you known it, describe the Property, and if you ever occupied the same, State all the circumstances of said occupancy-

Answer- The Property is situate on the North Side, on North Clark St. near the Plank Road, and is near to the cemetary, and lays West of the same- & is a triangular piece of land, and is known as 5 Acres, I have known it about 3 years, and have occupied it myself for twelve months, from February 1854. to February 1855. I leased of Mr. Jefferson through his agent, Mr. Davis, the Lawyer- I paid the rent for the same to Mr. Jefferson- I cannot tell the amount of Rent paid by me for the same- I think it was about one Hundred Dollars a year-

5th Interrogatory- State if you know, of any Taxes being paid on said Property- if so, by whom, when, the amount thereof, and if you had any conversation with said Defendant, Hiram Jefferson, in relation thereto- State the same fully-

Answer- I know that Mr. Jefferson called on me during my Tenancy, stating that the taxes were due on the premises, and wished me to go with him to the Tax Collector, to ascertain the amount, and pay them, I accompanied him to the office of Collector, but could not find him at home, Mr. Jefferson said he would pay them, and trouble me no more to go down again-

6th Interrogatory- State if you had any conversation with said Jefferson, in relation to the payment of

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Notary Public

the Rent of said Premises,-by you to him, for the use or benefit of any other person, if so, when, and what was said conversation- State fully-
Answer- Just before leaving the premises, (My Tenancy was to expire in May) Mr. Jefferson said he should feel obliged, if I would leave sooner- then he said that Mrs. Shrigley wished to come into the house immediately- She was then staying with Mrs. Burton, who resided near, waiting to come into the house as soon as I went out- I was in arrear in my Rent, and Mr. Jefferson pressed me to pay up, saying the "old Lady" wished some money- this was in the same conversation as above-
7th Interrogatory- State who the "old Lady" was, referred to in your last answer-
Answer- I understood, Mrs. Shrigley-
8th Interrogatory- State if you know who held the title to said property, and how it was held and acquired- State your means of knowledge fully-
Answer- Mr. Jefferson said to me that he held the title, having paid the amount that was due upon it, to Blanchard- That he received the Certificate from Blanchard, and had a Deed from the Canal Trustees- Mr. Jefferson told me that there was Four hundred Dollars due from Mr. Shrigley to Blanchard- that Blanchard refused to give up the Certificate until the further Sum of one Hundred Dollars was paid to him, being an old Debt, due from Shrigley to Blanchard

Jefferson paid the same, being a payment of Five hundred Dollars, as the purchase of the Ground- as I understood it- Mr. Jefferson gave me to understand that he paid it out of his own purse-

9th Interogatory- State if you know what the Four hundred Dollar debt was for, from Shigley to Blanchard, mentioned in your last answer- State all you know about it.

Answer- I do not know what it was for- I understood that the Four hundred Dollar debt was due from Shigley to Blanchard, before Jefferson paid the money to Blanchard-

Cross Interogatories-

by Defts Solicitor Nelson-

1st Cross Interogatory- When you say in your answer to Interogatory 8th that Jefferson told you that he paid the same, do you mean that he, Jefferson, gave you to understand that he had purchased the said property with his own money?

Answer- I merely understood that he had paid the money himself-

Direct examination resumed by Complainants Solicitor, Scoville-

1st State now if you recollect anything further, as to the nature of the Four Hundred Dollar debt, from Shigley to Blanchard- if so, what, and how did you get your information-

97 Answer- Mr. Jefferson told me that the Four Hun-

dred Dollars was due on the property to Blanchard, from Shrigley, and must be paid in a few days- all that I know is, that Mr. Jefferson said to me that there was four Hundred Dollars due on the property and must be paid- I mean to be understood as saying that this money was due from Shrigley-

In the answer above, where I say "in a few days"- I mean in a few days from the time of the conversation between Shrigley and Jefferson- which was a few days before the payment was made-

The Defts" solicitor objects to the whole of the above, for the reason that it is not competent under the allegations of the Bill-

Robert H. Long.

Adjourned over by consent of parties & to the hour of 10 o.c. A. M. of the 22 nd" day of April Inst. (1857)

Wm W. Stewart
Notary Public
& Commissioner

And now, at this time, to wit, at the hour of 10 o' clock A. M. come before me at my office in Chicago, the said parties, by their solicitors, and proceeded with the Examination of Witnesses, in pursuance of the adjournment above lastly made- and as follows- To wit-

Cross examination of the witness- Joseph Filkins- continued by Defts Solicitor Nelson, as per the adjournment last above-

1st" Cross Interrogatory- State particularly, day, month

and year, of the conversation which took place, between you, Jefferson and Shigley, mentioned by you in your answer to Interogatory third, as having taken place on the corner of Clark and Randolph Steet, and the names of all who were present at that time—
Answer— As I said before, it was in the year A.D. 1851. I cannot state particularly, but to the best of my recollection, it was in this year, and I think in the fall of that year— I have no recollection of any persons being present, except Mr. Shigley, Mr. Jefferson and myself—

2nd " Cross Interogatory— Where did you go, after leaving the Corner of Clark and Randolph, and who went with you?
Answer— We went from there to Col. Davis' office— I have no recollection of any persons being along— except Mr. Jefferson, Mr. Shigley and myself—

3rd " Cross Interogatory— At what time was it that Jefferson spoke to you, relative to Shigley's being an intemperate man?
Answer— I cant identify any particular time more than I stated in the direct examination— for he said this a great many times—

4th " Cross Interogatory— Did Jefferson speak to you of Shigley's intemperance upon the occasion of your going to Davis' office, as above stated? State yes or no—
Answer— I think he did—

5th " Cross Interogatory— When was the money loaned by you to Shigley, paid to you, and by whom?

Answer- I think it was paid to me the next day, after this conversation- it might have been a day a two, I think that when I recived it, I hand it from the hand of Col. Davis.

6th Cross Interrogatory- State the year, day and month of the first conversation between you, Jefferson and Davis, detailed by you, and your examination in Chief, in Answer to Interrogatory the 5th, and who were present?

Answer- As to the month, I cant state what month it was- it was in the year 1854. I think, and within ~~and within~~ a day or two after the Letters of administration were taken out by me- it might have been a week, but it was a short time after- I have no recollection of any other person being present, than Jefferson, Davis and myself-

7th Cross Interrogatory- Was the above conversation the one in which Jefferson claimed that the property mentioned in answer to Interogatory fifth belonged to him (said Jefferson)

Answer- It was not-

8th Cross Interrogatory- Do you know of your own knowledge that Jefferson ever loaned any money to Shigley?

Answer- I do not-

9th Cross Interrogatory- What was the amount of Shigley's indebtedness to you?

Answer- It was a little under, or a little over Four hundred Dollars-

10th Cross Interrogatory- Do you wish to be understood in your answer, to the third Interrogatory as saying that Jeffer-

son was to hold the Property refered to in your answer to said Interrogatory in his own name, but really for the use of Mrs. Shrigley and her three youngest children -

Answer- I mean to be understood that he was to hold it, for Shrigley's family, to save it from his creditors and to secure himself - I mean to say by the term "Shrigley's family", the whole family -

11th Cross Interrogatory - Who was Shrigley's Lawyer in his life-time?

Answer- The last one that I knew of his having in his life time, was Col. Davis -

12th Cross Interrogatory - At the time that Jefferson remarked to you that Shrigley was an intemperate man, was or was not Shrigley largely indebted to sundry persons?

Answer- He was reputed to be somewhat in debt - how much or how little I did not know -

13th Cross Interrogatory - Was he, or was he not fearful that his Creditors would deprive him and his family of his property?

Answer I never heard him say that he was -

Direct Examination resumed by Complainants Solicitor -

1st Interrogatory - What do you mean by saying in your answer to the 8th Cross Interrogatory, that you do not know of your own knowledge, of Jefferson loaning any money to Shrigley?

Answer - I mean that I never was present, and saw Mr. Jefferson count any money to Shrigley, nor saw

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the transfer of paper, when they were both present
all I know about it is what the parties have said-

Jos. Filkins-

At this time, to wit, 5 o, c. P. M. of the 22nd Inst. the
further examination of witnesses was postponed and
adjourned over to the hour of 10 o'clock, A M. of the
4th day of May, A. D. 1857. by consent of counsel thereto-

Wm. W. Stewart-

Not Public, and
Commissioner

And now at this time, to wit, May 4th 1857. at
the hour of 10 o'clock A M. came before me, the said
parties, by their respective attorneys, and proceeded with
the examination of witnesses, under the fregoing as
follows-

Walter R. Green, a witness of lawful age,
being produced and sworn, according to law, did de-
pose and say as follows-

first Interrogatory- What is your name, age and
place of residence?

Answer- Walter R. Green is my name, my age is forty
years, and Chicago is my residence-

2nd Interrogatory- State if you knew John Shigly in
his life time, and Hiram Jefferson the Defendant-
and if yea, state what acquaintance you had
with them-

Answer- I was acquainted with John Shigly about
thirteen (13) years, and have known Jefferson since
the year 1840. I have been intimately acquainted with

Mr. Jefferson since the year 1848 & 1849- Jefferson and myself married Sisters, Daughters of John Shigley- 3rd " State what knowledge you have, if any, of a Loan of Money by said Jefferson to said Shigley, in the Summer of 1851. and the security taken therefor, state fully-

Answer- Sometime in the month of June 1851. myself and wife came into Chicago, and Mr. Shigley and Mr. Jefferson were talking together at the New York House, about Mr. Shigleys matters- Mr. Shigley said that he was owing Mr. Blanchard, and Mr. Blanchard held a lien or mortgage or something of that kind upon five (5) acres of land, in this city therefore- Mr. Shigley wanted the money to redeem that Land from Mr Blanchard, and to pay him up on the Land, and get him the certificate for the land- Mr. Jefferson told him that he had the money, at Dixon, or near there, and that he would let him have it, if he Shigley would get some one to go and get it- Mr. Shigley told Jefferson that he should get Skinner to go and get it- Hiram told him that he would just as soon that he should have it, as not- Mr. Shigley proposed to Mr. Jefferson, to take the Land in his name as security- the five (5) acres- Hiram told him that he did not care anything about that, for he was not afraid about his pay- Mr. Shigley told him that it was his choice, that he should do so, that he wanted it so- according to the best

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of my recollection, the amount was Three Hundred Dollars - That was the amount I think that Skinner was to get - I was present in the month of April, 1852. Mrs. Shrigley had been to Mr. Jefferson's, I took her there when she went there - Mr. Jefferson brought her home, after they had been in the house a few minutes, Mrs. Shrigley said to Mr. Shrigley, that Hiram wanted his money. Hiram Jefferson was present, and several others, my wife was present, Mr. John Burton, Mrs. Shrigley, Miss Emily Shrigley, and I think James Shrigley Mr. Shrigley turned to Hiram and said, Hiram, why dont you sell that farm, as you agreed to, I sent a man to you to buy it - Mr. Jefferson made the remark that he did not need the money, that mother was mistaken about it - that the farm was worth more than Seventeen Hundred Dollars, and I do not want you to sacrifice it to pay me - we went out to work at the fence, Mr. Shrigley and myself - after we had been out there a short time, Mr. Jefferson came out where we was to work, Conversation came up about the property, "The farm and five acres." Mr. Jefferson told him that he did not want him to sacrifice on the property, for the sake of paying him - Mr. Shrigley asked him at that time how much he was owing him altogether - they talked over the different amounts of money that Mr. Jefferson had let Shrigley have at different

times, and they made it out about one thousand Dollars and over this amount, some ten hundred and fifty Dollars -

This answere objected to by Defendants Solicitor Nelson -

4th State what knowledge you have, if any, of a Loan of money from said Jefferson to said Shrigley in the fall of 1851. and of any other Business Transaction between them - where Money or Property was received by said Shrigley, from said Jefferson, or any security taken or given - State dates, amounts, and all other particulars -

Answer - The Loan of money in the fall I know nothing of, except the talk between the two, which I heard at different times - it was a matter which was talked about a great deal, at Mr. Shrigley's, when Hiram was there, and he was there very often - and it was always the conversation about Shrigley matters when he was there - Jefferson let Mr. Shrigley have Four hundred Dollars in October 1851. Mr. Shrigley had a Farm in Cook County, and there was a ~~grant~~ Trust deed on it, somewheres in the neighborhood of Four hundred Dollars, it might have been more, or less - Mr. Filkins held the Deed - He, Shrigley, got the money from Jefferson, as I understood it between them, to pay this up - and Hiram was to take the Deed of the Farm, to hold it as his security, and sell the Farm the ~~first~~ opportunity, and take his pay of what

Shigley owed him - and pay the balance of it over to Mr. Shigley - At the conversation in April 1852. mentioned in my answer to the preceding Interrogatory - there was a Bill of lumber spoken of, got at Stockbridges by Mr. Shigley, on Hiram Jefferson's account, which was used in building that House, which we now lisve in - The Lumber and the money, and all the other things spoken of, amounted to something over a thousand Dollars - The way that I understood the conversation at that time, the whole of Mr. Shigley's indebtedness to Jefferson, had been reckoned in, except fifty dollars, says he, John you have got this Horse here, and you dont need it, and you are so anxious to pay me, it will make your debt fifty dollars less, and I can trade him to Andrews - and he took the Horse, and traded him to Andrews soon after -

Objected to by Nelson as hearsay, irrelevant, and not pertinent to the question -

5th Q. State if you know of any negotiations between said Shigley and Jefferson, in relation to changing the security of said Jefferson, from the farm you have mentioned, to personal property, if yes State all particulars -

Ans. Yes, I know something about that - Mr. Skinner and Mr. Shigley first made the trade, Hiram was sent for - Mr. Skinner and Mr. Smith was in Partnership in the New York House, and Mr. Skinner was owing Mr. Shigley, and considerable -

He told him that if he could get hold of the whole of the house, he thought he could pay him a good deal quicker, than the way he was then situated, and Mr. Skinner told Mr. Shigley that Smith would take the Farm for his half, and Skinner told Mr. Shigley that he would pay him Two thousand Dollars for the Farm, if he would consent to the trade, and let him, Skinner, have the Farm to trade with Mr. Smith – Shigley told Skinner that if he could arrange the matter with Hiram, that if he would consent to the trade, providing that Mr. Jefferson would take his security on the New York House Property – Shigley told Skinner to go and bring Jefferson in, and they would consummate the trade – Mr. Skinner went to Jefferson's House on the Oplaine River, to bring him in – Jefferson came in soon, and agreed with Shigley, to make the trade – Mrs. Shigley, and the balance of the family, were opposed to the trade being made – When Hiram came in, Mrs. Shigley and myself went down to the New York House, to prevent the trade, if she could, from being made – She was afraid if the trade was made, that Shigley would make way with it, and she would be soon without a Home for herself and children – After she got there, she went up Stairs and called Hiram to her, and asked him if he was willing to take Personal Property as security for his Debt, and Release Real Estate – This was in my presence – He said

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he did not like to do it - She asked him if he pretended to have any claim to the five acres - Lot 38. on Block 38. where she lived then and now - He said that he did not, that he held his security on the farm, but he did not like to give that up, and take personal property for security - The New York House property - but that he did not see any other way of getting rid of Mr. Shrigley, for he seemed to feel all the time as though he was going to cheat him - Mrs. Shrigley begged of him not to make the trade, but to let matters remain as they were - I also advised Hiram not to make the trade that it was against the wishes of the family, and Shrigley would make way with the 5 acres - I, at that time asked Hiram Jefferson, if he pretended to have any claim on the five acres - he said he had not, that he was ready to give Mrs. Shrigley a Deed for it any time when she wished it - That he did not pretend to have any claim to that, or the Farm, either, only as security for the money - the Thousand Dollars - and the Interest on it, which he had let Shrigley have - He said that everything that he had done in the matter, was for the Benefit of the family, for Mrs. Shrigley and her children - The Change was not made -

Objected to as hearsay and irrelevant, by Defendant's Counsel, Nelson -

6th Interrogatory - In your answer to the fourth Interrogatory, where you say "Hiram was to take the Deed of the Farm, to hold it as his security"

what Deed do you refer to.?

Question objected to by Nelson

Answer- I refer to the Deed of the farm, the "Cook Place", as it was called, situate some 8 miles from Elgin, in Cook County- I mean that he was to take the Deed- The Trust Deed was released, and I mean that he was to take a Deed of the farm from ~~him~~ Mr. Shigley and his wife- I do not mean that he was to take the Trust Deed, spoken of in said Interogatory-

7th Interogatory- State if you know the description of the land ~~called~~ "the Cook Farm", the Section, Township &c.

Answer- I have been on the land, but I do not know that I can state the Section or the Range

8th Interogatory- Did Mr. Shigley at any time own any other farm in that part of Cook County, Illinois-

Answer- He did not-

9th State, if you know, the description of the five acres (5) you have mentioned- if yea, what.?

Answer- I think it is Block Thirty Eight, in Canal Subdivision- it was and is Canal Lands- I do not know any other description-

10th Describe the Location, Shape, and any other particulars of said five (5) acres in your knowledge-

Answer- It is situated on the West Side of Franklin Street, in the City of Chicago, a little North of West of the junction of Wells and Clark street, opposite of the Cemetary- it is a three cornered piece-

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11th State who you mean by Hiram and John, in your answers to the preceding Interrogatories—

Answer— I mean Hiram Jefferson, by Hiram, and John Shrigley by John—

Cross Interrogatories propounded by Nelson, Solicitor for the Defendants—

1st Cross Interrogatory— Have you now, or had you at any time, any interest in the Lands spoken of by you in your examination in chief? If so, what interest—

Answer— I have no interest in them now, I suppose that my wife had an interest in them some time— I dont know that I ever had any interest in them— I had demands against Mr. Shrigley—

2nd Cross— Did you at any time, convey any supposed interest of yours, in said Lands to any one? if yea, to whom?

Answer— I did— to Mrs. Shrigley—

3rd Cross— What was the Consideration for said Conveyance?

Answer— There was not any consideration—

4th Cross— What was your motive for making said Conveyance?

Answer— It was always the understanding that I should have no interest in it— the understanding always was in the family, that the property belonged to Mrs. Shrigley, and her three youngest children— That was the motive of my conveyance—

5th Cross— Have you at any time had any conversa-

tion about this controversy, and with whom?
Answer- I have- with Mr. Jefferson- with all the
members of Mrs. Shigley's family- with the Administ-
rators of the Estate- Mr. Scoville, Mr. Skinner,
William Lile, Anthony Claybourne Wm H. Davis, James
Long, Mrs. Knights, John B. King S.B. and M. C.
Walker, and I dont think of any others now-
6th Cross- At what time did you have your
first conversation about this dispute about this
land above mentioned? and with whom?
Answer- I think that I had the first conversation
with Jefferson, but I might have had it first with
Mrs. Shigley- and it was about the last of 1854. or
the beginning of 1855, I think-
7th Cross- Who were present at that conversation?
Answer- There was no one present except Mr.
Jefferson- there might have been a man in the
mill, where the conversation was had at first-
8th Cross- Have you had any conversations about the
ownership of this land, when Jefferson was not
present- if so, with whom, and at what time?
Answer- I think I have- at different times within
the last two years, and with different persons-
9th Cross- Have you had any conversation, or conver-
sations about the ownership of this said Land, when
Jefferson was present? If so, when?
Answer- I have- at different times- one time, soon
after I moved into the House- Sometime during
the month of March, 1855. I think- I had a con-

versation with him about this thing, at two or three different times soon after – I had one conversation about that time, here in Chicago –

10th Cross – How long have you known Hiram Jefferson?

Answer – Since 1840 – I think –

11th Cross – Have you at any time had a quarrel or dispute with said Hiram Jefferson?

Answer – Not any except about this property –

12th Cross – When did said dispute occur?

Answer – It first commenced in the last of 1854 or the first of 1855.

13th Cross – Have you and he been friends since?

Answer – We have not been intimate friends since –

14th Cross – Have you been friends at all since?

Answer – We used to be friends since then we have not been intimate friends –

15th Cross – Are you and said Jefferson now on speaking terms?

Answer – I have always spoken to him, when he spoke to me – I think –

16th Cross – At what time was it that you advised Hiram not to make the trade spoken of by you in answer to Interrogatory fifth?

Answer – It was sometime in the month of April 1852.

Direct examination resumed by Scoville – Solicitor for Complainants –

1st Interrogatory – In your answer to the third Cross Interrogatory what do you mean by saying

there was no consideration?

Answer- There was no money paid- I done it for the love and affection I had for the mother and children-

W. R. Green-

At this time the further examination of witnesses was adjourned over (by consent of all Counsel) to May 14th at the hour of 10 o'c. A.M. of said day-

Wm. W. Stewart-

Notary Public &

Commissioner-

And now at this time, to wit, on the hour of 10 o'clock, A.M. on the 14th May/87. came before me the said parties, and proceed (by Counsel, with the further examination of witnesses, as follows,

B. H. Skinner, a witness of lawful age, being produced and sworn, according to Law- deposed as follows-

first interogatory- State your name, age, and place of residence-

Answer- My name is B. H. Skinner, my age 32 years, my residence, Chicago-

Second " Interog- State what relation if any, you are to the family of John Shigley- and what acquaintance you have had with his family-

Answer- I married his daughter, and have been intimately acquainted with his family for 8 or 9 years-

Third Interogatory- State if you had a conversation with John Shigley and Abram Jefferson, in a about

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the month of June 1851. in relation to a loan of money from said Jefferson to said Shigley, if yea, state fully what passed at said conversation—

Answer— I did— Mr. Shigley said he owed Mr. Blanchard some money balance due on 5 acres of land, and he wanted to borow some to pay it— Jefferson said that he had some at Dijon, or near there, and that if he, Shigley, would get someone to go for it, he could have it— Mr. Shigley asked me if I would go— I said I would—

Fourth Interogatory— State what further knowledge you have, if any, of the said loan being made, mentioned in your answer to the 3rd Interogatory. The amount of money, where it came from, and the security taken therefore—

Answer— I went for the money to (I think) Mount Carrol, in this State, in the Spring of 1851. The amount was Three hundred Dollars— I got the money there, and it belonged to Mr. Jefferson— I do not know from my own knowledge, what security was taken therefore—

Fifth Interogatory— State if you recollect, what month it was that you went for said money, and whom you went for, in getting the said money.

Answer— It was the month of May or June, and I went for John Shigley—

Sixth Interog— State if you ever went at any other time, to any place, to get any money, for said Shigley, belonging to said Jefferson, or if you ever went to get

any money for said Jefferson—
Answer— I never did—
Seventh Interog— State if you know for what purpose said Shrigley wanted said money, and state your means of knowledge—
Answer— He wanted it to pay a balance due on five (5) acres of Land, in Block Thirty Eight (38) in Canal Subdivision — where the Shrigley family now live— The money was to be paid to Blanchard— Mr. Shrigley told me of these things—

Objected to for the reason of it's being a Hear-Say evidence, by Nelson, Defts Attorney—

Eighth Interogatory— State if Mr. Shrigley told you so in the presence of any person— if so whom and when?
Answer— It was just previous to my going for the money, in the presence of Mr. Jefferson—
Ninth Interogatory— State if at the conversation last-mentioned, any thing was said as to the amount of money Mr. Shrigley wanted, or as to the amount Mr. Jefferson was to let him have, and for what purpose? if yea, what was said?
Answer — There was— The amount was what was due Blanchard from Shrigley— I think about Three hundred, or Three hundred and fifty Dollars— to pay the balance due on the five (5) acres—
Tenth Interogatory— State what Blanchard you refer to, in your preceding answers—
Answer— I dont know his first name— He was an

Englishman, an oldish man, and a friend of Mr. Shigley—

Eleventh Interog— State if you ever knew of Mr. Shigley having Business Transactions with any other man by the name of Blanchard—

Answer— I never did—

Twelfth Interog— State if you know of said Jefferson's ~~Loaning~~ said Shigley any sum of money after the transaction refered to in your preading answers— if yea, when, what amount, on what time, and for what purpose, on what security, and your means of knowledge—

Answer— I do— I think it was in the October following, that Mr. Jefferson loaned to Shigley about four hundred Dollars, I do not know on what time,— He took security therefore, on the "Cook Farm", in Cook County near Elgin— I heard these matters talked over by Mr. Shigley and Mr. Jefferson— about this time—

Thirteenth Interrogatory— State if you know for what purpose the loan mentioned in your last answer was made.

Answer— To pay Joseph Filkins for borrowed money— Money that Mr. Shigley had borrowed of Mr. Filkins

Fourteenth Interog— State if you ever went to Mr. Jefferson, at Mr. Shigley's request, to see him about Mr. Shigley's indebtedness to him— If so, when, and what took place.

Answer — I never went out to his House for that purpose — Mr. Shigley was afraid that Mr. Jefferson was not going to do what was right, and he wished me to ask him what he intended to go with the five (5) acres — I asked Mr. Jefferson what he was going to do, and he said he only wanted his money back, and a good Liberal Interest — He said he thought he ought to have more than six per cent, but did not want to make anything out of the family — Mr. Jefferson and I talked about it at different times, and he always expressed the same views about it — That he only took the property to help the Family and Mr. Shigley — That he was ready and willing to give it up, at any time, when the Family thought best, and could get his pay — I think the first conversation took place about one year or six months previous to his death — all of the conversations were within this period —

Objected to by Nelson as immaterial & irrelevant

Fifteenth Interog — State if you know anything that took place between Mr. Jefferson and Mr. Shigley, in connection with a proposition of Mr. Shigley to buy out Mr. Smith's half of the New York House Property — If you state fully, what.

Answer — I do — Mr. Shigley proposed to trade Mr. Smith, the "Cook Farm", for his Interest in the New York House — Smith was a partner in the same, with me, at the time — Mr. Jefferson was to give up his claim on the farm, and take his security on the New York House Property — The Trade was

consented to by Mr. Smith, Mr. Shigley, and Mr. Jefferson, but Mrs. Shigley and Mr. Walter Green objected to the trade — Mrs. Shigley was afraid that if Mr. Shigley got the five acres, into his Hands, he would sell it, and make a bad use of the money — She wanted it saved for Herself and family — The Trade was not made

Sixteenth Interog — State if you know, what Mr. Jefferson's claim on the farm was mentioned in your last answer, and when the transaction secured therein refered to?

Answer —— I dont know — I know that Mr. Shigley had borowed money of Mr. Jefferson, and had security on the farm, I dont know whether it was a Trust Deed, or a "Bona Fida Deed" (I mean a Warrantee Deed) — I cant recollect the date — I think it was in the spring of 1853. It might have been in 1852.

Seventeenth Interog — State if you ever paid any Taxes on the five acres, before mentioned by you, and if so, when, and for whom?

Answer — I have paid Taxes once for Mr. Shigley, but the year I cannot recollect, I charged them to him —

Eighteenth Interog — State what improvements, if any, were made by Mr. Shigley, on said five acres, and the value thereof —

Answer — He built the House, fence around the Land, five acres (a picket fence) Grubbed out the Scrub Oaks, and set out a number of Trees — Shade Trees — The value I dont know —

Nineteenth Interog — Describe the House —
Answer — It is a Frame House — One story and a half high, about 18 by 25 —

Cross Interogatories, propounded by Nelson, Defts Solicitor —

First Cross Interogatory — Have you any Interest direct or indirect, in the Event of this suit.?
Answer — I have none —

2nd Cross — Have you now, or had you at any time, any interest in any of the property, mentioned by you in your examination in chief.?
Answer — I have none now — I dont know but my wife was entitled to an interest in it, but she is not now

3rd Cross — Did you at any time convey any supposed Interest that you may have had in said property to any one.?
Answer — I did —

4th Cross — State to whom, said Conveyance was made, and the consideration paid therefor —
Answer — To Mrs. Shigley — There was no consideration of money paid — There was no consideration —

5th Cross Interog — With whom have you had conversations with reference to this suit, & how many.?
Answer — With Mr. Green, Mrs. Shigley, Mr. Scoville, Mr. King Mr. Jefferson, My wife, and Mrs. Green, and perhaps with others — how many, I cant tell —

Direct Examination resumed by Scoville, Complainants Solicitor —

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First Interogatory — State what inducement or motive you had, if any, for making the conveyance to Mrs. Shigley, mentioned in your Cross-examination above —

Answer — It had always been the understanding that the property was for Mrs. Shigley and the children, and the regard and affection I had for her, was the motive for making it —

2nd Interogatory — What do you mean in your answer to the 4th Cross Interogatory, by saying "there was no consideration"?

Answer — I meant there was no money paid —

Cross-examination continued by Nelson Defts solicitor —

First Cross — When did those conversations occur?

Answer — At various times within the last two years

Second Cross — Were you not instrumental in getting up this suit?

Answer — I talked the matter over with Mrs. Shigley and Mrs. Green, and about it, and perhaps influenced them some —

Third Cross — Have you any recollection of Hiram Jefferson's paying you any money for the purpose of defraying your expenses to Dixon, or elsewhere?

Answer — I have not —

Fourth Cross Interog — To whom did you give the Three Hundred Dollars mentioned by you in your answer to Interogatory the 4th

Answer— I dont recollect

Fifth Cross— What month was it that you went for that money?

Answer— In May or June, I think—

Sixth Cross— Was it exactly Three hundred Dollars that you received?

Answer— I dont recollect the exact amount, but think it was Three Hundred Dollars—

7th Cross— Do you recollect from whom you received that money?

Answer— I dont recollect—

8th Cross— Did you, or did you not pay that money over to Mr. Hiram Jefferson?

Answer— I dont recollect—

9th Cross— In what year was it that you went to Mount Carol?

Answer— I think that it was in 1851.

10th Cross— Where did the conversation relative to going to Dixon, occur?

Answer— I think in my room at the New-York House—

11th Cross— Who were present at that conversation?

Answer— Mr. Shigley and Mr. Jefferson— I dont recollect of any one—

12th Cross— How do you know that there was a balance due from Shigley to Blanchard, on five (5) acres of land?

Answer— Mr. Blanchard, Mr. Shigley, and Mr. Jefferson told me so—

13th Cross – State at what time, and at what place this conversation occurred, in which they all three told you so –

Answer – They did not all tell me at one time –

14th Cross – Did Jefferson ever in presence of any one, speak to you of any balance due to Blanchard?

Answer – I do not recollect

15th Cross – How do you know that the Four hundred Dollars, that you say Jefferson loaned to Shigley, was to pay Joseph Filkins for Borrowed money?

Answer – Mr. Jefferson told me that he had Loaned Mr. Shigley four hundred Dollars to pay up Filkins – and Mr. Shigley told me the same –

16th Cross – When did this occur?

Answer – I cant recollect dates – I cant tell the date

17th Cross – At what time was it that you heard Jefferson say that he was willing to give up the property to the family?

Answer – It was in the summer that Mr. Shigley did – in 1853 – I think –

18th Cross – Do you know of your own knowledge of Mr. Jefferson loaning any money to Shigley?

Answer – Nothing farther than Mr. Jefferson and Mr. Shigley telling me so –

19th Cross – Do you, or do you not know of your own knowledge of Mr. Jefferson loaning money to Mr. Shigley? yes or no –

Answer – No –

20th Cross— Did you at any time, at Mr. Jefferson's request, get any money for Jefferson, from any one, if yea, from whom?

Answer— I did— I dont know the man's name— I went near Dixon for Three hundred Dollars—

21st Cross— Did you at any time get any money for Mr. Jefferson, from H. P. Moses?

Answer— I have no recollection of getting it— I recollect something of Mr. Shrigley's having an order there for fifty Dollars, but I have no recollection of getting it myself—

22nd Cross— Were you ever present at a survey of the five acres of which you have spoken, where Jefferson and Shrigley were present?

Answer— I dont recollect— I recollect of being present when Mr. Shrigley was showing Mr. Jefferson where the Lines were—

23d Do you recollect of anybody offering to buy it at that time?

Answer— I recollect of Mr. Shrigley saying that Ward wanted to buy it at that time—

24th Cross— Do you recollect of hearing Ward, or any one else at that time offer to buy said property?

Answer— I do not—

25th Cross— Had you any conversation at that time with said Ward, or any one else, relative to the sale or purchase of said property?

Answer— None with Mr. Ward— Mr. Shrigley spoke about the offer to me, and said that he thought

he had better sell it— Mr. Jefferson said he thought that he had better not—

Direct-examination resumed by Scoville, Complainant's Solicitor—

First Interrogatory— Did you go to Mount Carol and to Dixon both, or not?

Answer— I went through Dixon to go to Mount Carol—

2nd Interrogatory— In your answer to the 9th Interrogatory, you speak of going to Mount Carol, and in the 10th of a journey to Dixon— Did you make more than one Journey?

Answer— I did not—

3rd Interog— At what conversation was it, and who was present, that the Balance due from Shigley to Blanchard was spoken of? and if said Jefferson was present, state what he said—

Answer— Mr. Jefferson and I were talking over the Shigley's affairs, and he told me there was a Balance due Mr. Blanchard, from Mr. Shigley on the five acres—

4th Interrogatory— Was ~~the~~ the money refered to in your answer to the 20th Crops Interrogatory, the same which you stated in your direct examination, belonged to Mr. Jefferson, and which you went to get for Mr. Shigley?

Answer— It was—

5th Interog— State who was present at the time mentioned in your answer to the twenty

Second cross Interogatory?
Answer— Mr. John Shigley, Mr. Hiram Jefferson & myself— that is all I recollect—

B. H. Skinner—

And now at this time, the further examination of witnesses was adjourned over to May 29th /57, at 10 o'c, A M. of said day, as by consent of Counsel—

Wm W. Stewart—
Notary Public &
Commissioner

And now at this time, to wit, on the hour of 10 o'c, A M, of May 29th /57. came before me at my office, the said parties, and by their Attorney, proceeded with the further examination of witnesses—

Cornelia E Green, of lawful age— a witness produced, and duly sworn according to Law, did depose as follows—
1st Interogatory— What is your name, age, and place of residence?
Answer— My name is Caroline E. Green, my age is 30 years, and my place of residence, is Chicago—
2nd Interogatory— State what relation you are, if any to the parties in this suit?
Answer— Mrs. Emily A Shigley is my mother— Mr. Hiram Jefferson is my Brother in Law—
3rd Interogatory— State if at any time in the lifetime of John Shigley deceased, you heard any con—

versation between him and said Hiram Jefferson in relation to the property where Mrs. Shigley now lives? If yea, state the time and place, and what said conversation was?

Answer— I have heard several conversations between them, in relation to said property— The first conversation was at the New York House in Chicago— in 1850 or 1851. in 1850, I think— I heard my Father ask Mr. Jefferson to loan him the money to redeem the five acres, from Mr Blanchard— Mr. Jefferson said that he could have it— but that he must send some one to Dixon for it— My Father said Mr. Skinner would go—

4th Interrogatory— Did you ever hear any conversation when said John Shigley, and said Hiram Jefferson were both present, at the place where Mrs. Shigley now lives— in regard to said property, or to a loan of money from said Jefferson to said Shigley— If yea, what was said, when was it, and what was the occasion of said conversation?

Answer— I did— In the Spring of 1851 or 1852. I think— My Mother said to my Father, in my presence, and in the presence of Mr. Jefferson and Mr Green, that Mr. Jefferson wanted his money that he had loaned my Father, to redeem the five acres that they then lived on— My Father said to Mr. Jefferson, why do you not sell the Farm, and take your pay as you had agreed to do— Mr. Jefferson said he was in no hurry for the money— that

he would rather not make Father sacrifice on the farm— The occasion of it was, that my mother had just come from Mr. Jeffersons, where she had understood from my Sister, Mrs. Jefferson, that Mr. Jefferson wanted the money—

5th Interogatory— State if you ever heard any other conversation or conversations between said Shigley and said Jefferson, in regard to the subjects mentioned in the last Interogatory— or as to any security for borrowed money given by said Shigley to said Jefferson, if yea, state fully what was said, and the time and place, or times and places—

Answer— I think not, not in regard to any security— In the spring of 1852, I heard Mr. Jefferson say to my Father, that if the place was his, meaning the five acres, he would set it out to Fruit trees My Father answered that he was setting it out to Shade Trees, for the benefit of his children— This conversation was had on the said Five acres— I heard Mr. Jefferson advise my Father to sell part of the place to Mr. Green, Walter Green, my husband— I think near the same time of the last Conversation spoken of by me above, and on the place— I do not think of any others—

6th Interogatory— Who was your Father, spoken of by you above?

Answer— Mr. John Shigley—

7th Interogatory— Do you know the description of the Land spoken of by you, as "the five acres."

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Answer— I know the place well, but I cannot give the Block or Township—

8th Interrogatory— Describe it as you best can—

Answer— It is near the Cemetary, (the Chicago Cemetary) and West of the same, at the end of Wells st—

9th Interrogatory— State if you have heard said Uriah Jefferson make any statements as to said five acres, or his claims thereon, or as to the allegations in the Bill filed in this Case, since the commencement of this suit— If yea, what?

Answer— I have heard him say that he never meant to wrong my mother, out of the said property— This is all I think that I have heard him say, since the commencement of this suit—

Cross examination by Nelson Defft's attorney—

1st Cross Interog— Where did you reside in 1850. at the time of the first conversation spoken of by you in answer to Interrogatory third— occured?

Answer— At Lyons, Cook County, Illinois—

2nd Cross Interog— Who came into Chicago with you, on this day on which this conversation occured?

Answer— My Mother, my Husband, & Mr. Holton—

3rd Cross Interog— Who were present at the time this conversation occured?

Answer— The parties that were speaking— Mrs. Skinner and myself—

4th Cross Interog— Did you hear all the conversation that occured, between the parties at that time?

Answer— At that time I think I heard all the conversation that occured—

5th Cross Interogatory— Have you stated in your examination in chief, all that occured at that conversation?

Answer— Mr. Jefferson also told my Father, that he would have to be to the expense and trouble of sending some one for it—

6th Cross Interogatory— Have you now stated fully all that was said at that conversation?

Answer— I think I have—

7th Cross- Interog— Who were present at the conversation detailed by you in answer to Interogatory fourth?

Answer— Mr. Burton, Mr. Green, my mother, Mr. Jefferson and myself—

8th Cross Interog— Were there any others present at that conversation?

Answer— I think not—

9th Cross Interog— Did you hear all that was said at that conversation?

Answer— I heard all that was said while I was there— I dont know what was said when I was not present—

10th Cross Interog— Were you not present during the whole of said conversation?

Answer— I think I was—

11th Cross Interog— Have you in your examination in chief, stated fully all that was said at said conversation?

Answer — I have —

12th Cross Interog - Have you had any conversation with any one relative to what you would swear to in this case?

Answer — yes —

13th Cross Interog - Have you told your Husband Walter R. Green, what you would swear to in this case?

Answer — yes —

14th Cross Interog - Have not you, and your said Husband frequently talked over what you would swear to in this case together —

Answer — no, we have not talked it over frequently —

15th Cross Interog - How many times have you talked it over together?

Answer — perhaps twice, perhaps three times —

16th Cross Interog - Has not your husband suggested to you, what was necessary to be proved in this case?

Answer — I think not —

17th Cross Interog - Did your said Husband at any time, mention to you, either what he would swear to, or what he had sworn to in this case?

Answer — No, he has not —

18th Cross Interog - Has any one suggested to you, what it is necessary for the Complainants to prove in this case, and if so, who?

Answer — There has not —

19th Cross Interog - What benefit do you expect to

derive from the succes in the Complainants in this cause?

Answer — Not any benefit —

20th Cross Interog — Had you at any time, any interest in the property, in controversy in this Cause?

Answer — I am not certain that I had —

21st Cross Interog — Did you not make a conveyance of some Interest in this Property, to your mother?

Answer — I did —

22nd Cross Interog — Did you not execute said conveyance for the purpose of becoming a witness in this case?

Answer — no sir —

23d Cross Interog — Did you ever receive from your mother, any consideration for said conveyance?

Answer — Not any —

24th Cross Interog — Why then was the conveyance made?

Answer — Well I suppose for their benefit, not mine

25th Cross Interog — At whose suggestion did you make this conveyance?

Answer — Not any one —

26th Cross Interog — Did not your Husband request you to join him in said conveyance —

Answer — He did not —

27th Cross Interog — Who told you that you had any Interest in this property?

Answer — No one —

28th Cross Interog — How then did you know that you had any interest in it?

Answer — I was not sure that I had any Inte
est in it —

29th Cross Interog — How came you to suspect that you had any Interest in it?

Answer — I dont know that I did suspect that I had any Interest in it —

30th Cross Interog — How came you to make the conveyance spoken of?

Answer — That it might be distinctly understood that it was Mothers, and the little Children's —

31st Cross Interog — Who told you that it was necessary that it might be distinctly understood that it was for mother and the Little Children, for you to make a conveyance?

Answer — Noone told me so, it has always been understood so —

32nd Cross Interog — Have you then always understood that you had an Interest in it?

Answer — I have not —

33rd Cross Interog — When did you first learn that you had an Interest in it?

Answer — I have not learned it —

34th Cross Interog — If you did not know, or suspect, or learn that you had any Interest in said property, how came you to convey such Interest?

Answer — I suppose it was for the Love I had for the Little Children —

35th Cross Interog — Did you not know, or did you not suppose, that you could not be a witness

in this cause, withhout making said conveyance?
Answer— I did not know it, or did not suppose it—
96th Cross Interog— Do you wish to be understood as distinctly stating, that neither your Husband, nor any one else, proposed, suggested, or requested you to make said conveyance?
Answer— I do— they did not— I done it of my own free will—

Caroline E. Green

Adjourned to suit time &c.
Consensus of all Parties—

Wm W. Stewart—
Not. Pub. & Commissioner

Wm H. Davis, a witness produced, sworn and examined, on the Part and behalf of the Complainants did depose and say in answer to the following Interrogatories, as follows, to wit—
First Interrogatory— What is your name, age, occupation, and place of residence?
Answer— My name is Wm H. Davis, my age 49 years, occupation, a Banker, and Atty at Law, in Chicago, where I reside—
Second Interog— Did you know John Shipley in his life time? if yea, how long, when and where?
Answer— I knew John Shipley first in 1836 in Chicago— and from that time to the period of his death— which I think was in 1853.
153 Third Interog— Do you know the parties to this

suit? if yea, how long have you kenown them?
Answer— I know them all of course, I cannot say as to the number of years, but I know all the family since 1856. intimately—
Fourth Interrogatory— Look at the paper writing shown you marked "No 1" and state whether or not you ever saw the original, of which said Paper writing purports to be a Copy—
Answer— I think I have—
Fifth Interog— When and where, under what circumstances did you see it, and what was done, if anything with said original paper, at the time— state fully—
Answer— I think when I first saw the original paper, my attention was called to it by Mr. Shigley— the Original Certificate at that time, was in the hands of Francis G. Blanchard, when Mr. Shigley was about purchasing Block, or out Lot 38. Section 33. Town 40 Range 14. and Lays up by the Burying Ground on the North Side, of the City of Chicago— There was an assignment made upon the back of it, from Blanchard to Shigley— it remained so until I made another assignment upon the back of the same Certificate, to Hiram Jefferson, from Francis G. Blanchard, and the original assignment was erased—
Sixth Interrogatory— State the circumstances under which this said second assignment was made, at whose request, in whose presence and

what was said at the time? State fully—
Answer— I think, myself, Mr. Jefferson, Mr. Shigley and Mr. Blanchard were all present— the assignment was made by the request of Mr. Shigley— It was brought about by ~~contingencies~~ difficulties that Mr. Shigley was then in, and as I understood the Parties, Mr. Jefferson was to advance certain sums of money to Shigley, and he was to take this Property in his Name— I think in the same conversation, there was something said about a certain Farm, which was bought by Mr. Shigley of Cook, it was given in exchange as part of the purchase consideration for the Planters House, and I think was called the Cook Farm— which Jefferson was to have a right to dispose of, and sell, to repay himself, the moneys that he then advanced—

Seventh Interrogatory— State whether or not you ever had any conversation with said Hiram Jefferson in the life time of said Shigley in relation to said Shigley's selling any part or all of said east Lot 38? If yea, state fully when and what was said?

Answer— I do not recollect the precise time but Jefferson called on me in the life time of said Shigley (just after Shigley went there to live, I think) and said that Shigley wanted to sell a piece of east Lot 38 to some German (whose name I do not recollect) off the North

end, and said I had better see Shrigley & stop it. I told him the Power was in his own hands that he would have to give the Deed and I should advise him not to do it - Jefferson remarked "that he did not care if John choosed to cut up such shines - He would give the Deed for the whole for what he cared. I think this was all of the conversation at that time,

Eighth Interrogatory — State what you know if any thing of said Hiram Jefferson and Joseph Filkins coming to your office or doing business there in the fall of 1851 in relation to lands described as the W½ N.E¼ of Sec 18 T. 41, N.R. 10. E. in Cook Co - Ills. and the W.½ of the S.E¼ of the same Section (18) or any other lands. If you know any thing of such a transaction state what was done for what purpose and what interest said John Shrigly and Hiram Jefferson, or either of them had in said transaction. State fully.

Answer — I think that discription is what they called the Cook farm & that Filkins had a trust deed on it for money loaned by him to Shrigley. The money I think was part due and that Mr. Jefferson agreed to pay it & the money came to me, I think on Jefferson's order & I paid it to Filkins - I think I was Truster. They all three came to my office about it, I think but really I cannot name the year. I think it was for the purpose of paying the amount to Filkins

In the course of conversation Jefferson asked What was the best security for him to take for the money It was offered on the part of Filkins to assign the Trust to him, but it was afterwards arranged for him, Jefferson to take the whole property in his own name & the money was paid. I do not recollect whether it was paid at that time or not. The nature of the transaction as I understood it, was that this property was made over to Jefferson to secure him for moneys which he had & was then about to advance to Shrigley.

Ninth Interrogatory — State whether there was more than one transaction of the kind inquired about in the last interrogatory?

Answer — I do not recollect whether they came together more than once.

Tenth Interrogatory — Do you know of any thing else of benefit or advantage to the Complts in this suit? If yea. state the same fully.

Answer — I do not recollect.

Cross Examination by
Deft Solicitor — Nelson

First Cross Interrogatory — Do you recollect of Hiram Jefferson, the Deft. in this case giving you at any time the sum of $380 for the purpose of paying said Francis G. Blanchard for the assignment spoken of by you in your answer to the fifth Interrogatory?

all objection to this cause

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I do not recollect whether Jefferson paid me that sum himself. I do recollect receiving it or something near that amount & paying it over to Blanchard by Jefferson's request. It was for the purpose of paying the amount of assignment.

Second Cross Interrogatory — State at what time the said money was paid to said Blanchard; and state also if you wish to be understood as distinctly recollecting that Hiram Jefferson was present at the time of the second assignment spoken of by you?

Answer — The money, I think, was paid at the time the second assignment was made. Cannot be positive as to date.

I will not state distinctly that he was — my impression is that he was.

Third Cross Interrogatory — When you state in reply to the fifth Interrogatory that "it was brought about by difficulties that Shrigley was in" what do you wish to be understood thereby.

Answer — He was in debt; and the fact was that, as I understood it, the property was made over to Jefferson in order to secure it from Shrigley's Creditors.

4th Cross Interrogatory — Is your answer to the eighth Interrogatory based upon your own knowledge or is it only an impression of facts derived from conversations with different persons at different times?

Ans = So far as the trust Deed to Filkins is concerned and of the money being paid to him I speak from my own knowledge. And about the property being made over to Jefferson it was to secure him, as I understood it, for money which he then or was about to advance.

5th Cross Interrg — State more fully what you mean by your answer to the first cross Interrogatory?

Answer — I mean I am not positive as to receiving the money from Mr. Jefferson personally or whether I received it from some one upon his order, but I am positive that I received some such amount either from Jefferson or some one for him, in gold & Silver to be paid to Blanchard.

6th Cross — Did you pay the said money to said Blanchard and did you receive the said second assignment spoken of by you in your examination in Chief therefor.

Ans — I did.

Examination in Chief Resumed

1st Interg — State whether or not the property referred to in your answer to the third cross Interrogatory was made over to Jefferson as security for the money he advanced said Blanchard?

(Objected to by Nelson defts' Sol)

Answer — Well no, but as I understood it both that money and other money which Jefferson advanced

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60 to Shrigley was to be made, if possible, out of the farm.

2nd Inty —— State whether the agreement and understanding referred to in your last answer that Jefferson was to make the money he had advanced to Shrigley out of the farm was entered into or made at the time of the conveyance of the farm to Jefferson or at some other time before or after that; and state when, as near as you can recollect.

Ans— I do not recollect.

3rd Inty. Do you know whether or not at the time said second assignment was made there had been any transaction between said Shrigley and Jefferson with regard to said farm?

Ans— I do not recollect—

4th —— Was the business of taking said second assignment to Jefferson and the transfer of the said farm to him both done at the same time

Ans— I cannot say distinctly but my impression is that they were not both done at the same time

5th Inty— State if you know for whom and to pay what demand said money was paid to said Blanchard mentioned in your answer to the first cross Interrogatory?

Answer — It was paid for Shrigley and for the purchase money due to Blanchard upon said out Lot 38

6th State if you know whether said Jefferson was secured in any manner at that time for

said money advanced to Blanchard and if so, How?

Answer I do not know of my own knowledge.

(W. W. Davis)

At this time to wit, 6. O. C. P. M. of said day the further examination of witnesses was adjourned over to Saturday June 13th 1857 — at 9. O. C. A. M. of said day

Wm W. Stuart
Not. Pub &
Commissioner

And now at this time, to wit, Saturday June 13th/57 at the hour of 9. O. C. A. M. of said day. Came before me the said Solicitors & by consent adjourned over indefinitely, the further examination of witnesses under the foregoing Notice & Stipulation

Wm W. Stuart
Not. Pub. &
Commissioner

Illinois and Michigan Canal Office
Chicago Sept. 6 A. D. 1848

This Certifies
That Francis G. Blanchard has this day purchased of the Board of Trustees of the Illinois

and Michigan Canal out Lot, No 38. in the said Trustees Subdivision of Section 33 T. 40 N. Range 14 E. for the sum of Two hundred and fifty dollars, and cents— that he has paid towards the same the sum of Sixty two dollars, and 50 cents— being one quarter of said purchase money, and also Eleven dollars and 25 cents, being one year's interest in advance, on the residue of said purchase money— the said Board has also received from said purchaser his three several promissory notes for Sixty two dollars, and 50 cents each, due in one, two and three years, respectively, for the residue of said purchase money— said notes bearing interest at six per cent per annum— payable annually in advance— And that upon the full payment of the said promissory notes, and the interest thereon, promptly, according to their tenor and effect, and also upon the payment of all taxes and all assessments, of any description whatever, made or imposed by any city, town, or other authority, then, and in that case, the said purchaser will be entitled to receive from said Board, a good and sufficient Deed of conveyance of said lot— but in case of a failure on the part of said purchaser to pay such interest, or the residue of such principal, within twenty day after the same, or any instalment thereof, becomes due, he shall forfeit said lot, and all claims thereto, and all payments made on account thereof—

In witness whereof, the said Board of

Trustees have caused the Corporate seal of said Board, to be hereunto affixed, and the name of the Treasurer of said Board to be hereunto subscribed, the day and year first above written—



(Signed) D. Leavitt, Treasurer—

Rec'd a Deed Aug 28/52.

E. L. Prescott—

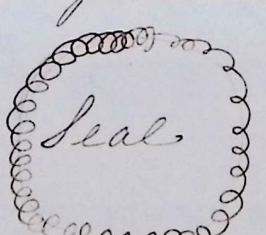
for H. Jefferson

Note—When a Deed is required, the above Receipt may be signed by the legal owner, and this paper returned to the Office of the Secretary of the Board, in Lockport, Illinois—

Canal Office

Lockport 28 April /57

I do hereby certify that this is a true and correct copy of the original Canal certificate of Out Lot 38. Section 33. T. 40. N. Range, 14 E, and of all assignments thereon, and papers attached thereto—



Witness my hand and the Corporate seal of said Board of Trustees—

Wm Lorning Secretary—

For a good and valuable consideration paid me, by Uriam Jefferson, the receipt whereof is hereby acknowledged, I hereby transfer, assign and set over unto said Uriam Jefferson, all of my right, title and interest of, and in, and to, the within instrument a certificate of Purchase, and request

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a Deed to be issued to him, In testimony whereof, I have hereunto set my hand and seal, this fifth day of July A D. 1851.

Witness,

W. H. Davis

Francis G. Blanchard (seal)

State of Illinois }
Cook County } ss.

I, L. C. Kercheval, a Justice of the Peace, in and for said county, in the State aforesaid, do hereby certify that Francis G. Blanchard, who is personally known to me, to be the same person, whose name is subscribed to the annexed certificate, appeared before me this day in person, and acknowledged that he had signed, sealed and delivered the said instrument of writing, as his free act and deed, for the uses and purposes therein expressed—

Given under my hand and ~~official~~ seal, this fifth day of July, A D. 1851.

L. C. Kercheval (seal)

Justice of the Peace

State of Illinois, }
Cook County } ss.

I, H. W. Zimmerman, clerk of the city of Chicago, do hereby certify that I have examined the records of said city with reference to Out Lot 38. in the Canal Trustees Subdivision of section 33, Township 40, North Range 14 East, and

find no assessments against said out Lot, prior to November 1st 1851. which remains unpaid—

Seal

Witness my hand, and the Corporate seal of said city this 28th day of November, 1851.

H. W. Zimmerman,
Clerk—

State of Illinois }
Cook County } ss.

I, William W. Stewart, Notary Public (and the commissioner above) in the City of Chicago, County of Cook, and State of Illinois, do hereby certify that the foregoing Depositions of William Lill, Joseph Filkins, R. H. Long, Walter R. Green, Benjamin A. Skinner, Caroline E. Green, and William A. Davis, were duly taken before me, at my office in the city of Chicago, in pursuance of the notice (and stipulation of solicitors) heretofore attached, on the part and behalf of the complainants in this cause— and was commenced on the 8th day of April A.D. 1857. at the time and place mentioned in said notice, and was continued from day to day, as hereinbefore noted and set forth, by and with the consent of the several solicitors, on the part of both complainants and Defendants— That each of the witnesses above mentioned, were by me first duly sworn according to Law, to testify the truth, the whole truth and nothing but the truth, in the matters relating to

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this case— and the said several depositions were by me taken, and written down, (in person, or by direction and supervision) in the presence of each of said witnesses respectively, and was severally subscribed by the said witnesses, in my presence, the Deposition of each Witness having been first carefully read to him and her, by me—



In witness whereof, I have hereunto set my hand and seal, notarial, this 3rd day of July, A D. 1857.

Wm W. Stewart—

Notary Public, &
Commissioner

(11)

at the October term of said Court, to wit:

And afterwards, to wit: on the 10th day of November in the year last aforesaid there was filed in said Court a certain deposition with Exhibits attached thereto, which the Court then and there ordered the Clerk to open & file with the papers in this cause, and which deposition & exhibits are in the words & figures following, to wit:

Emily A Shrigley et al } In Chancery
vs
Abram Jefferson et al } Cook County Circuit Court

And now at this day, to wit: the 8th day of August AD 1857 came before me the respective solicitors, to wit: Nelson & Scoville, and by consent and agreement made agreed to proceed with the examination of witnesses in the above cause on the part and behalf of the defendants; waiving notice under the Statute, and all cause of exception and Exceptions arising therefrom.

And now at this day comes before me the said parties, Complainants & defendants by their respective solicitors - and by consent and agreement proceed with the examination of witnesses as follows, to wit:

Heather Cook

of lawful age being produced, sworn, and examined on the part and behalf of the defendants

(147)

in said Cause above mentioned, did depose and say as follows to wit

First

What is your name, age, occupation and place of residence?

Answer

My name is Heather Cook. My age is 50 years. My occupation that of the wife of a Gentleman and my place of residence in Chicago, Ills

Second

Do you know the parties to this suit? if yea, how long have you known them?

Answer

I do. I have known them about 7 years

Third

Did you know John Shrigley in his life time?

Answer

I did. I knew him about 7 years

Fourth

Do you Know the farm purchased from your Husband, by John Shrigley known as the "Cook Farm"

Answer

I do

Fifth

Did you ever have any conversation with said John Shrigley relative to said "Cook Farm" if yea state as near as you can when said Conversation occurred, and what was said by said Shrigley?

Objected to by Complainants Solicitor — Saville

Answer

I did, I think it occurred in the fall of 1858, but I am not certain as to that. In the Course of Conversation I inquired of him how the Farm got along — He said he did not know — I rather think he said he had not seen it, but I am not very certain — I told him I was surprised at that — He said not at all — It is not mine, it does not belong to me — I asked him who it belongs to? he said Hiram — That ends all — He knew of Course that I knew he ment Hiram Jefferson

Heather Cook

Emily A Shrigley et al
vs
Hiram Jefferson et al

In Chancery
Cook County Circuit Court

It is hereby agreed in the above case that Cap receipts and certificates of

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of purchase that may be filed with the commissioner in this case by either complainants or defendants shall stand upon the same footing as other evidence in the case & liable to any legal objections made in due time that may be raised by either party to the suit

Fred J Nelson
Sol for Deft

Geo Scoville
Compts Sol

Filed Aug 10 1857 by Solicitors Nelson & Scoville jointly
Wm H Stewart
Jr Commissioner

State of Illinois
Cook County } ss I, William H Stewart a Notary Public in said County and State and a commissioner to take testimony in the case of "Emily A Shrigley et al vs Kevin Jefferson et al, In Chancery in the Circuit Court of Cook County Illinois" to be used in evidence on the trial of said Cause do hereby certify that on the 8th day of August AD 1857, came before me at my office in Chicago the said Complainants and defendants by their respective solicitors Scoville and Nelson, and proceeded with the examination of witnesses - as per the Statement of agreement made at the commencement thereof, and stated in the Caption of their depositions, And at the same time and place came before me

(15)

Heather Cooke, a witness on the part and behalf of the Defendants in this cause, whom having been by me first duly sworn according to law to testify the truth, the whole truth and nothing but the truth, did depose and answer as above set forth in her deposition hereto annexed. and thereafter at the same time and place subscribed her name thereto in my presence. I also certify that on the 30th day of August last preceding Solicitor Nelson for Defendants did file with me, under the stipulation of Counsel hereto annexed Eleven (11) tax receipts all of which are duly filed & Countersigned by the undersigned to be used in evidence on the trial of this cause, as specified in said Stipulation. I also certify that on the 7th day of October last preceding the Complainants Solicitor Saville, did file with me under the same stipulation one tax Receipt (which is duly filed & Countersigned by the undersigned) to be used in evidence in the same way as above mentioned. And I further certify that on this (10) tenth day of November the Complts. Solicitor did file with me one deed which is duly filed & Countersigned by me to be also used in evidence under the Stipulations above mentioned

In Witness Whereof

I have hereunto set my hand & official

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seal this 10th day of November
(L S) AD 1857
Wm W Stewart Not Public
& Commissioner to take testimony

Commissioners Fees $5.00 Pd
by deft Hiram Jefferson

No 1
State of Illinois North Division
City of Chicago Collectors Office Chicago Jany 20 1857

Received of H Jefferson Fifteen 60/100 Dollars for City Tax 3½ m. School Tax 2½ m. Inst Tax 1 m. Building Tax 1 m. Hospital Tax 1 m. Reform School Tax 1 m. Market Tax 1 m. Sewerage Tax 1 m. as the Taxes assessed by said City for the year 1856 on the following described property situated in said City. viz.

Part of City	Sub Lot	Lot	Block	Valuation	General Tax	Lamp tax	Total
Canal Trustees Sub in Sec 35. 40. 14			38	1500			16.60

Filed Aug 10 1857 by Jefferson Solicitor
Wm W Stewart Commissioner &c

Owen McCarthy Jr
P. Nugent
Collector

No 2

State of Illinois
Cook County 3ss

Chicago Mch 12th 1856

Received of H Jefferson

Nineteen Dollars and 4 cents in full of the following Taxes due for the year 1855 on the following described Real estate and on personal property as valued below, to wit:

Part of Sec	Sec	Town	Range	Acres	Valuation	State & County tax	Town tax	School tax	Road tax	Total
W½ N E¼	18	41	10	80	560	5 60	112	280		9 52
W½ S E¼	"	"		80	560	5 60	112	280		9 52
										19.04

M Gleeson
Bryden
Treasurer

Filed Aug 10 1857 by Defts Solicitor
Wm H Stewart
Commissioner &c

No 3

State of Illinois
County of Cook
Town of North Chicago

Chicago January 20th 1857

Received of Hiram Jefferson.

Thirteen Dollars and forty four cents in full for State, County, Town, Interest and School Taxes levied for the year 185 on the following described property

Description	Sub & Lot	Lot Block	valuation	State & County tax	Town & School tax	Total
Canal Trustees Sub d Sec 33. 40.14		38	1400	12 60	84	13.44

B Nietschmann
Collector North Chicago
per H R

Filed Aug 10 1857 by Defts Solicitor
Wm H Stewart
Commissioner &c

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No 4

State of Illinois } Chicago Mch 5th 1855
Cook County 3rd

Received of H Jefferson

Eleven Dollars and 1 cents in full of the following taxes due for the year 1854 on the following described real estate and on personal property as valued below, to wit:

Part of Sec.	Sec.	Town	Range	Acres	Valuation pac. total	State tax	County tax	Town tax	School tax	Road tax	Total
W½ NE¼	18	41	10	80	480	2 37	1 60	144	336	96	9.73
Lot 4	15	41	9	3¾	40	36	79	5		8	1.28
											10.01
W½ SE¼	18	"	10	80	480	2 37	1.60	144	336	96	9.73
											20.74

H N Heald
Boyden Treasurer

Filed Aug 10 1855 by Jefs Solicitor
Wm J Herbert
Commissioner &c

No 5

State of Illinois } North Division
City of Chicago } Collector Office January 6th 1855

Received of Hiram Jefferson

Ten & 80/100 Dollars:
for City tax 3½ m. School Tax 1½ m. Interest Tax 1 m. Lamp tax 1 m. Building Tax 1 m. Market Tax ½ m. Division Tax 1½ m. assessed by said City for the year 1854 on the following described property viz

Part of City	Sub Lot	Lot	Block	Valuation	General tax	Total
Sub. of W½ SE¼ Sec 33 T39 R14			38	1200	10.80	10.80

James Fitz Simons City Collector

Filed Aug 10 1855 by Jefs Solicitor
W J Herbert
Commissioner &c

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No 6

State of Illinois }
City of Chicago } Special Collector Office
N. D. Chicago Sept 13th 1854

Received of J. B. Doggett for Hiram Jefferson Thirty three Dollars — cents being the amount Apeped by said City on the 3d day of July 1854 for planking North Wells Street from Whiting Street to Green Bay Road & on said road to northern limits of City on the following described property situated in said City viz:

Part of City	Sub Lot	Lot	Block	Valuation	Amount
Sect 33. 40. 14			38	10.000	33.00

John Murphy
Special Collector North Division
of the City of Chicago

Filed Aug 10 1857 by J. B. Doggett Solicitor
Wm H Stewart Commissioner &c

No 7

State of Illinois Chicago January 29th 1856
County of Cook
Town of North Chicago Received of Mr H Jefferson Fourteen Dollars and 98 cents in full for State County Town, Interest and School Taxes levied for the year 1855 on the following described property

Description	Sub Lot	Lot	Block	Valuation	State & County tax	Town & School tax	Total
Canal Trustees Sub'd	Out	Lot	38	14.00	14.00	98	
of Sec. 33. 40. 14							14.98

B Nietchmann
Collector North Chicago

Filed Aug 10 1857 by J. B. Doggett Solicitor
Wm H Stewart Commissioner &c

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No 8

State of Illinois } Collectors Office Chicago
City of Chicago } Jany 24. 1854

Received of Horain Jefferson Nine 45/100 Dollars - for city tax 3½ M. School Tax 1½ M. Interest Tax ½ M. Building Tax 1 M. Water Tax 1 M. Market Tax 1 M. Lamp District Tax ½ M. as the Taxes assessed by said City for the year 1853 on the following described property situated in said City, viz:

Part of City	Sub Lot	Lot	Block	Valuation	General	Tax	Lamp	Tax	Total
Canal T Sub in Sec 33			38	1100					9.35
				Adv					10
									9.45

James Fitzsimons City Collector.
by Putnam

Filed Aug 10 1854 by Wm H Stewart Commissioner

No 9

State of Illinois } Town of Shaumburg Jan 8th 1854
Cook County } ss Received of H Jefferson Twelve Dollars and 16 cents in full of all Taxes due for the year 1853 on the following described real estate and personal property as valued below to wit

Part of Section	Sec.	T.	R.	Acr.	Valuation per Acr.	Valuation Lots	Inst. tax	State tax	Co tax	Town tax	School tax	Road tax	Back tax	Total
W½ NE¼	18	41	10	80	6	480	40	2.37	192	67		64		6 00
W½ SE¼	18	41	10	80	6	480	40	2.37	192	67		80		6 16
														12 16

Ira Wing Collector of the Town of Schaumburg

Filed Aug 10 1854 by Dept Collector
W H Stewart Commissioner

No 10

State of Illinois
Cook County ss

Chicago March 21st 1853

Received of Hiram Jefferson. Ten Dollars and Sixty one cents in full of the following Taxes due for the year 1852 on the following described Real Estate, and on personal property as valued below, to wit:

Part of Sec.	Sec.	Town	Range	Acres	Valuation per ac.	Total	Interest tax	State tax	County tax	Town tax	School tax	Road tax	Equalized tax	Back tax	Total	
W½ N E¼	18	41	10	80	4	320	40	193	128	48		48			4	57
W½ S E¼	18	41	10	80	5	400	50	241	160	60		80			5	91
Lot 6	15	41	9	3	3	9	1	6	4	1			1			13
															10	61

Filed Aug 10 1853 Dr. A. Stewart Comptroller &c

H N Heald Treasurer

No 11

State of Illinois
Cook County ss

Chicago March 21st 1853

Received of Hiram Jefferson Twelve Dollars and Sixty Eight Cents in full of the following Taxes for the year 1852 on the following described real estate and on personal property as valued below, to wit:

Part of Sec.	Sec.	Town	Range	Acres	Valuation per acre	Total	Interest tax	State tax	County tax	Town tax	School tax	Road tax	Equalized tax	Back tax	Total	
Lot 4 of N W¼	16	39	82	40 25/32	3	121 24/32	15	74	49	36		24			1	98
Canal Trust Sub of Sec. 33. Title R 14	Out	Lot	38			900	11 3	5.43	3.60	34					10	70
															12	68

Filed Aug 10 1853 Dr. A. Stewart Comptroller &c

H N Heald
Treasurer

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No 1

State of Illinois }
City of Chicago } Collector Office Chicago Jany 8th 1851

Received of John Shrigley One & 5/100 dols $1 05 Dollars for the City School and Special Taxes assessed by said City in the year 1850 on the following property situated in said City viz: Lot 38. Sec. 33 town 40 North

Part of City	Part of lot	Lot	Block	Val	City tax	Sch tax	Spl tax	Total
Personal property				800	75	30		$1 05

James Fitzsimons
Collector of the City of Chicago

Filed Oct 17th 1851 by Jno Shrigley Scrivener
Wm Stuart
Jno Cubbie

No 2

This Indenture made this twentieth day of May in the year of our Lord One Thousand Eight hundred and fifty one Between John Shrigley of the City of Chicago in the County of Cook and State of Illinois and Emily A his wife parties of the first part and William H Davis of the same place party of the second part Witnesseth that the said John Shrigley party of the first part is justly indebted unto Joseph Filkins of said County and State aforesaid in the sum of Three Hundred and Ninety Six Dollars and twenty cents secured by a certain promissory note of even date herewith and made payable to said Joseph Filkins or

(14)

order twelve Months after date

Now Therefore

These Presents Witness that the said Party of the first part in order to secure the prompt and punctual payment of the said promissory Note hereinbefore specified according to its tenor and effect and in consideration of Three Hundred and Ninety Six 20/100 Dollars and for other good and valuable consideration to the said Party of the first part paid the receipt whereof is hereby confessed, has and does hereby grant bargain sell alien release convey and confirm unto the said Party of the second part and to his heirs executors administrators and assigns forever all the following described premises situate lying and being in the County of Cook and State of Illinois, to wit:

The West half of the South East quarter and the West half of the South East quarter of Section Eighteen (18) in Township forty one (41) North of Range ten (10) East of the third Principal Meridian being one Hundred and Sixty acres

Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversions remainders rents issues and profits thereof; and also all the estate right, title, interest, dower right of dower

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property possession claim and demand whatsoever as well in law as in equity of the said party of the first part of in and to the same and any and every part thereof with the appurtenances. To Have and To Hold the above described premises and appurtenances unto the said party of the second part and his assigns. In Trust Nevertheless for the following purposes to wit: in case default shall be made by the said John Shrigley party of the first part his heirs executors administrators or assigns to pay the said promissory note above mentioned according to the tenor and effect thereof or if default shall be made in whole or in part in the performance of any of the covenants or agreements herein contained then on application of the said Joseph Fiekins or the legal holder or holders of the said promissory note and having first given ten days notice by publishing the same in the nearest newspaper printed in the City of Chicago in said County of Cook aforesaid or by posting up written or printed notices in three public places in the County where said premises are situated then it shall and may be lawful for the said party of the second part his personal representatives

or his attorney duly authorized by power hereof to enter into and upon all and singular the premises herein granted or intended so to be and to sell and dispose of the same or any part share or portion thereof, and all right benefit and equity of redemption of the said party of the first part his heirs or assigns therein at public sale at such hour and place as said party of the second part his legal representatives or attorney may think proper and as the attorney of said party of the first part for such purpose duly constituted irrevocable or in the name of said party of the second part his executors or administrators or in such manner as the said party of the second part his legal representatives or attorney may think proper to make and deliver to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in the law for the same in fee simple; and out of money arising from such sale after first paying all costs charges fees or other expenses growing out of the management and sale of said premises, including all traveling expenses, and time spent going to and from said sale and all taxes assessments and liens thereon to pay the said Joseph Jenkins his representatives or assigns or to the legal holder or holders thereof the amount which may be then

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due on said promissory note above mentioned for principal and interest rendering the surplus of the proceeds of such sale (if any there should be) unto the said party of the first part or his assigns at the office of said party of the second part in the City of Chicago which sale so made as aforesaid shall forever be a perpetual bar both in law and equity against the said party of the first part his heirs and assigns and all other persons claiming or to claim the premises or any part thereof by from or under him them or any of them, and it shall not be the duty of the purchaser to see to the application of the purchase money; And upon this further Trust that after the said promissory note and all costs fees and charges occuring by virtue hereof shall be fully paid and satisfied then to re convey back to the said party of the first part his executors administrators or assigns all the right of the said party of the second part acquired by virtue hereof to the above described premises, or such part thereof as shall remain unsold after the satisfaction and discharge of the trust first mentioned aforesaid, said re conveyance to be made at the cost of said party of the first part

(15)

And the said John Shrigley party of the first part for himself and his heirs executors and administrators doth covenant grant bargain and agree to and with the said party of the second part and his heirs and assigns that at the time of the ensealing and delivery of these presents he is well seized of the premises above conveyed as a good sure perfect and indefeasible estate of inheritance in the law in fee simple, and has good right full power and lawful authority to grant bargain sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all incumbrances of what kinds or nature soever. And that he will during the continuance of these presents pay all taxes assessments or impositions lawfully assessed or imposed on the above described premises or any part thereof — and also pay all rents and liens thereon whatsoever, and to pay the same before any advertisement or charges accrue against the said premises. In Witness Whereof, the said party of the first part has hereunto set their hands and seals the day and year first above written.

Signed Sealed and delivered
in the presence of

W M Davis

John Shrigley (seal)
E A Shrigley (seal)

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State of Illinois } I. Lewis C Kerchival
Cook County } 3rd a Justice of the Peace
in and for the said County
in the State aforesaid do hereby certify that
John Shrigley and Emily A Shrigley his wife
who are personally known to me as the
real persons whose names are subscribed to
the annexed deed 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 act
for the uses and purposes therein set forth

And the said Emily A Shrigley wife of
the said John Shrigley having been by me
examined separate and apart and out of the
hearing of her husband and the contents
and meaning of the said instrument
of writing having been by me fully made
known and explained to her acknowledged
that she has freely and voluntarily executed
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 Official seal this
thirty first day of May A.D. 1857

I C Kerchival J.P. (Seal)

31.296

State of Illinois
Cook County ss Filed for Record 1st
Oct 1851. and Recorded in Book 44 of Deeds
page 74

S D Ward Recorder

This Deed was presented and filed as an
Exhibit by Complainants Solicitor on this 10th
day of November A.D. 1857

Wm H Stewart Not Public
Commissioner

~~One afterwards, to wit: At the same term of~~
~~said Court last aforesaid, to wit: On the 1st~~
~~day of November in~~

Drac afterwards, to wit, at the same term of said Court last aforesaid, to wit, on the 10th day of November in the year last aforesaid the following, among other proceedings, were had and entered of record, to wit;

Emily D. Shrigley et al
vs.
Hiram Jefferson et al
} Bill for Injunction &c.

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This cause coming on to be heard by consent of the solicitors of the parties, upon bill, answers, replication and proofs, the Court after hearing the arguments of counsel, and considering the allegations and proofs of the parties, and being now fully advised in the case, finds that it is proved on the part of the complainants in this cause, that John Shrigley departed this life, in the month of August A. D. 1853, intestate, leaving him surviving his children and heirs at law, the Complainants James H. Shrigley, Eliza J. Shrigley & Emily Shrigley, the defendant Harriet A. Jefferson wife of the defendant Hiram Jefferson, Caroline E. Green wife of Walter R. Green, & Mary Skinner wife of Benjamin H. Skinner, and also leaving him surviving, the complainant Emily D. Shrigley, his widow.

That one Francis G. Blanchard on or about the sixth day of September A. D. 1848 purchased of the Trustees of the Illinois and Michigan Canal the Lot on Block thirty eight, in the said Trustees subdivision of Section thirty three, Township forty North of Range fourteen East of the third

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principal Meridian in Cook County, State of Illinois And that said Blanchard afterwards, and on or about the day of A. D. 184 . sold to said John Shrigley all his right and interest in said Block 38 and assigned to him the certificate of purchase thereof, received by said Blanchard from said Trustees; and that afterwards, and on or about the fifth day of July, 1851 at the request of said Shrigley, said Blanchard cancelled said assignment to said Shrigley, & made a second assignment thereof to said defendant Hiram Jefferson, and that said Jefferson subsequently surrendered up said certificate to said Trustees & received a deed from them to himself of said lot of land, the title to which he held at the commencement of this suit.

That said Jefferson took the assignment of said certificate from said Blanchard and held said certificate as security for money loaned by him to said Shrigley, and received and held and still holds the title to said Block 38, under said deed from the said Trustees, as such security, and in the nature of a mortgage.

That said defendant Hiram Jefferson also received a conveyance to himself from said Shrigley & wife, bearing date October 9th 1851, of the following described lands, to wit The West half of the North East quarter of Section eighteen in Town forty one North Range Ten East of the

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3d principal Meridian, and also the West half of the South East quarter of said section 18, situate lying & being in the County of Cook aforesaid & containing by admeasurement 160. acres, and also all that part or* known as the "Cook farm." And that said Jefferson also took and held and still holds, the title to said lands and premises known as the "Cook farm" under said last mentioned deed of conveyance, as security for money loaned by him to said Shrigley, & other indebtedness of said Shrigley to him, and in the nature of a mortgage.

That the said Complainant Emily A Shrigley by conveyance from said Walter R. Green & Caroline E. his wife & Benjamin H. Skinner & Mary his wife, before the commencement of this suit became entitled to the shares and interest of said Caroline E. Green & Mary Skinner, in & to the lots and lands so held by said Jefferson as aforesaid, as security, being two sixths thereof; and that the interests of the other complainants in this suit & of the defendant Harriet A. Jefferson in & to said lots and lands is one sixth each; and that all of said interests are subject to the payment of the amount due to said defendant Hiram Jefferson upon the said indebtedness of said Shrigley to him after deducting all just payments and offsets.

And inasmuch as the amount of such indebtedness of the said John Shrigley and of his estate to said Hiram Jefferson does not clearly appear from the pleadings and proofs in this suit, it is ordered & decreed that it be referred to the Master in Chancery of Cook County to take additional proof

*Meridian, Containing three one fourteenth hundredth acres and known as Lot Four of George Smith survey in the County of Cook aforesaid

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thereof & to take an account between the estate of said John Shrigley deceased, and said Hiram Jefferson of the indebtedness of said Shrigley & of his estate to said Jefferson, both principal and interest, and also of the amount of rents & income received by said Jefferson from the property so held by him as security, as aforesaid & of the moneys expended by him for taxes & otherwise, on account of said property = and that he make report thereof to this Court with all convenient speed.

And afterwards, to wit, at the March term of said Court, to wit, on the 27th day of March A. D. 1858 the said Complainants, by their said Solicitor filed in said Court the report of the Master in Chancery of Cook County, which Report is in the words & figures following to wit,

State of Illinois
Cook County } Master's Report

Cook County Circuit Court
In Chancery
Office of Master in Chancery
Chicago January 15, 1858

Emily A Shrigley et al
vs
Hiram Jefferson &
Harriet A. Jefferson

To the Hon. George Manierre
Presiding Judge of the Cook County Circuit Court in Chancery sitting. In pursuance of a decretal order of said Court entered in the above entitled cause by which it was referred to the Master in Chancery of Cook County, State of Illinois to take proof

of the material facts and allegations set forth in the Bill of Complaint on file in this cause and report the same with his opinion thereon, I. L. C. Paine Esqr Master in Chancery of Cook County aforesaid do hereby certify and report that in pursuance of said decretal order, at my office in the City of Chicago on the 15th day of January A. D. 1858 I proceeded to the examination embraced in said reference, upon the Bill, Answers Exhibits and Depositions on file in said cause.

Facts appearing by the Bill, answer, exhibits and Depositions on file.

1st It is alleged in the Bill and admitted in the answers of defendant, that John Shrigley late of Cook County, deceased on or about the 15th day of August 1853, leaving him surviving his children and heirs at law Mary A. Skinner wife of Benjamin H. Skinner, Caroline E. Green wife of Walter R. Green, Harriet A. Jefferson wife of Hiram Jefferson, James H. Shrigley, Eliza J. Shrigley and Emily Shrigley, and leaving a widow surviving him Emily A. Shrigley one of the Complainants.

2nd It is alleged by the Bill and admitted in the answers that one Francis G. Blanchard, purchased in the year A. D. 1848 of the Trustees of the Illinois and Michigan Canal Out Lot No. 88 in the said Trustees sub division of Section 33 in Township No. forty (40) North of Range 14 East of the 3d P. M. in said

County of Cook & received a certificate of purchase there for of said Trustees.

3rd It appears from the evidence that the purchase price of said lot was $ 2150 one fourth part of which was paid by said Blanchard at the time of said purchase and the balance was deferred in instalments at one, two & three years.

4th That soon after the said purchase by said Blanchard (about three weeks) the said Blanchard bargained the said out lot to the said late John Shrigley, the said Shrigley paying to said Blachard at the time of such purchase the sum of $ 50, thereon, and assuming to make the deferred payments to said Trustees and undertaking to pay the further sum of $ 62 56 to said Blanchard for the remainder of the purchase price of the interest of said Blanchard.

5 That an assignment of said certificate was made and the same so assigned left with one Samuel Howe to be delivered to said Shrigley by said Blanchard to said Shrigley on payment of said sum of $ 62 56

6th It appears that some time in 1851 a second assignment was made of the said certificate by the said Blanchard to the said defendant Hiram Jefferson at the request of the said Shrigley & Jefferson, the former assignment at the same time being erased and that the said Jefferson paid a sum of money at the same time to said Blanchard, about $ 200 as the witness Blanchard deposes.

7th That on the 28th day of August 1852 the said Board of Trustees of the Illinois and Michigan Canal

by their President and Secretary and under their corporate seal by their proper Deed conveyed the said Out Lot 38 to said defendant Hiram Jefferson for a consideration expressed in said Deed of $ 2.50

8th That since, late John Shrigley on the 27th day of October A. D. 1851, his wife joining therein by his Warranty Deed of that date conveyed to said Defendant Hiram Jefferson the West ½ of the N E ¼ of Section 18 in Township 41 North of Range 10 East of the 3rd Prin M. also the West half of the S. E. ¼ of said Section 18, situate, lying and being in the County of Cook and State of Illinois and containing 160 acres of land — Also part and parcel of a wood lot surveyed by George Smith at what is commonly called the Rich Cove, out of the W ½ of the S. W ¼ Sec 15. T 41 N R 9. East of the 3rd P. M. containing 3 14/100 acres and known as lot No 4 of George Smith's survey in the County of Cook aforesaid.

9th That at the time of the second assignment of the certificate for said Out Lot 38. by Blanchard to the defendant Hiram Jefferson, the said Jefferson advanced the monies to be paid to said Blanchard at the request of said Shrigley and thereupon took the assignment of said certificate to himself (the said Jefferson) first to secure himself for the monies so advanced and secondly in Trust to reconvey the same on Repayment of the monies so advanced or of the amount due him from the said Shrigley.

10th That at the time about the 27th day of October

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A. D. 1851 the said John Shrigley being indebted unto Joseph Filkins in the sum of $400 or thereabouts, the said indebtedness secured by a Deed of Trust on the farming land above described executed by said Shrigley the said Filkins having demanded payment of said indebtedness, the said Shrigley applied to the said Jefferson to loan him the money to make payment to said Filkins. That said Jefferson did at that time make said loan. That it was at that time agreed by and between the said Shrigley and the said Jefferson that in order to secure the payment of the money so by the said Jefferson loaned and advanced for the use of the said Shrigley in the payment of said Filkins and to secure some other unsettled matters of indebtedness from said Shrigley to said Jefferson, that he said Shrigley should convey the said farming land above described by an absolute deed to the said Jefferson, which was then and there done.

11th That the said defendant Jefferson has been in possession of the said farming land in Sec 18 by himself or tenants since the conveyance to him by said Shrigley on the 27th day of October 1851. and that the said Shrigley entered upon the possession of the said Out Lot 88 in his life time and occupied the same to the time of his decease, and that the complainant Emily A. Shrigley widow of said John Shrigley hath occupied the same most of the time since the death of the said Shrigley.

From the evidence I am of opinion that

the said assignment by Francis G. Blanchard to the defendant Hiram Jefferson of the certificate of the sale and purchase of said Out lot 88 was had and done at the instance and request of the said Shrigley for the purpose of securing the payment of the monies then by the said Jefferson advanced to said Blanchard. That the said monies were advanced for the use of said Shrigley, and that the said certificate was delivered to the said Jefferson to be by him held in the nature of a Mortgage for security as aforesaid,

I am further of opinion that the said Warranty Deed so as aforesaid executed by the said Shrigley to the said Jefferson on the 27th day of October A. D. 1851 for the lands in Cook County above described though an absolute deed in form upon its face, was intended by the parties thereto as and for a mortgage to secure the repayment to the said Jefferson of the monies at that time loaned by him to the said Shrigley for payment to the said Filkins and to secure other indebtedness of the said Shrigley to the said Jefferson.

I am of opinion that there is due to the said Jefferson a balance principal and interest at the date of his Report from the estate of the late John Shrigley secured by the said parcels of real estate as aforesaid the sum of sixteen hundred and six dollars and 94 cents as by the items thereof in the account stated following.

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In stating the account I assume that the claim of

the defendant Jefferson as made by him in his conversation with the witness Filkins of $1450 as against the estate (I refer to the conversation detailed by the witness Filkins in answer to the 5th & 6th direct interrogatory) was the correct amount at that date, less the items of credits which will be found in the account as stated. The defendant in the conversation with Filkins referred to stated that "all the claims he held against the estate interest and all up to that time was $1450, but that the Shrigley family claimed that it was only $1050. It is evident that the dealings between the parties was not conducted with great exactness and that there was some uncertainty in the minds of the parties on both sides as to the true state of the accounts — After an examination of all the evidence I cannot make the defendants account by items to exceed about $900. Allowing him $1450 and the taxes paid by him subsequent to his statement of the amount claimed by him, with interest on the several items to the date of this report, and deducting from the aggregate the several items of payment shown by the evidence with interest thereon, the result is as satisfactory as I can make the same from the evidence.

Account Stated

Estate of the late John Shrigley

To the defendant Hiram Jefferson Dr.

1854
Sept. 1 By balance principal and interest to date as claimed in conversation with Filkins $1450,00

	By int 3. yrs 4½ months at 6 per cent	293,62
Janry 6 1855	By cash paid City tax 1854 Out lot 38	10,80
	" int on same	2.05
March 5	By cash paid Co & State tax 1854 Cook farm	20,74
	By int on same	3,50
Janry 29 1856	By cash paid Co & State tax 1855	14,98
	" int on same	1,78
March 12	By cash paid Co & State tax Cook farm	19.04
	" int on same	2,10
Sept 13	By cash paid assessment Out lot 38	33,00
	By int on same	2,64
Janry 20 1857	By cash paid Co & State tax Out lot 38	13,44
	" interest on same	,80
" "	By cash paid City and School tax 1856 out lot 38	16,60
	" interest on same	1,00
	Cr	$1886,09
April 1852	By one horse	$50,00
	" interest 5 years 9 months	17,25
February 1855	Rent collected of Long house on lot	238,00,00
	" Int on same 2 years 11 months	17,50
Janry 21	By cent collected on Cook farm cash & note	80 00
	" int on same	14,40
		$279 15.
Janry 15 1858	Bal against estate at date of this Report —	$1606,94
	The share of the defendant Harriet A. Jefferson as one of the sixteen heirs of law of the late John Shipley in the above indebtedness in order to clear the said real estate of said mortgage incumbrance	$267,82
17 Janry 15 1858	Bal to be paid by the other Redemptors	$1339,12

From the evidence I am of opinion that a Decree should be entered in conformity with the prayer in the Bill of Complaint, that it should be declared in and by said Decree that the said assignment of certificate for the sale and purchase of out Lot 38 and the said conveyance by Deed of the said farm known as the Cook farm × as described in said Bill, though absolute in form as conveyances, were intended respectively as mortgages by the parties for securing the loan of monies and balances due from the late John Shrigley to the said defendant Hiram Jefferson that a Decree should be entered in favor of the said defendant Hiram Jefferson for the above balance of $1606,94 for so much money due to him upon the account stated as aforesaid to draw interest from the date of this Report and that upon payment to him by the Complainants in this suit of the said sum of $1339 12/100 within some short day to be fixed in and by the said Decree, together with interest from the date of this Report, the defendant Hiram Jefferson be decreed to execute and deliver to the said Complainants good and sufficient Deed of Release, with proper recitals, as against the said Mortgages and in case the said defendant shall fail or neglect so to execute such Deeds of Release within some day to be named in and by said Decree, that the same should be executed by some competent person to be nominated for that purpose in and by said decree.

All of which is respectfully submitted
L. C. P. Freer
Master in Chancery
Cook Co &c,

Masters fee $30,00
Paid by Compts Sol.

And afterwards, to wit, on the day & year last aforesaid the said Complainants by their said Solicitor filed in said Court a certain Deposition taken before said Master which is in the words & figures following to wit,

In Chancery
Emily A. Shrigley et al
vs
Hiram Jefferson et al
Cook County Circuit Court
Office of Master in Chancery
Chicago January 15, 1858

The deposition of James McLaren a witness produced and sworn on the part and behalf of the said Complainants taken before me at my office in the City of Chicago on the 15th day of January 1858 commencing at 4 Oclock in the afternoon, and continuing until the same was concluded upon the same day upon the several interrogatories following propounded by the Solicitor of the said Complainants,

The defendants not present in person or by counsel to cross examine said Witness —

1st Interrogatory — What is your name, age, occupation and place of residence, and are you acquainted

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with the parties Complainants and defendants in this suit, or either and which of them and how long have you known them or either of them

Ans. My name is James McLaren. I am 42 years of age, I am a farmer and I reside in the Town of Shaumburg Cook County - I am not acquainted with the Complainants in this suit. I am acquainted with Hiram Jefferson one of the defendants. I have known Jefferson - for about four years past I do not know his wife,

2 Interrogatory — Are you acquainted with a farm sometimes called the "Cook farm" in the Town of Shaumburg aforesaid being the West half of the North East Quarter and the West half of the S.E. 1/4 of Sec 18 in T 41 North of Range 10 East? If yea, did you ever rent or occupy said farm or any part thereof and if you did so occupy the same or any part thereof, when, and under what title did you so occupy the said farm, upon what terms, and if you paid rent to any one for said farm, to whom did you so pay rent and how much?

Ans. I am acquainted with said farm I rented the same for one year from Hiram Jefferson I took possession January 21. 1854. and occupied it a year. I paid him in cash for rent of said farm seventy dollars, and the year following I gave him 50 bushels of oats as rent for said place, worth about ten dollars. This is all I have ever paid him for rent. I have occupied the

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place ever since and paid the rent in improvements,

James McLaren

Sworn to and subscribed
before me this 15th day
of January A. D. 1858
L. C. Paine Frue
Master in Chancery
Cook Co. &c

I, L. C. Paine Frue Master in Chancery of Cook County, State of Illinois, do hereby certify and report that on the 15th day of January 1858, at my office in the City of Chicago, the foregoing deposition was taken before me as recorded in the caption hereof

L. C. Paine Frue
Master in Chancery
Cook Co &c

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And afterwards, to wit: at the March Term of said Court, to wit: March 27th A.D. 1858. the following, among other proceedings in said Court, were had and entered of record, to wit:

Emily A Shrigley et al
vs
Abram Jefferson & Harriet Jefferson
} Chancery

This day comes again the complainants & file the Report of the Master in Chancery & move for the confirmation thereof: And it is thereupon ordered that the defendants file their Exceptions to said Report by Monday Morning next: and that in default thereof said Report be confirmed

And afterwards, to wit: of the same Term of said Court last aforesaids, to wit: on the 29th day of March in the year last aforesaids, the Solicitor for said Complainants filed in ~~his~~ said Court his certain affidavit which is in the words and figures following, to wit:

Circuit Court of Cook County
Emily A Shrigley et al
vs
Abram Jefferson et al
} Chancery

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State of Illinois }
Cook County } ss George Scoville being sworn saith that he is Solicitor for Complainants in this Suit, that the report of the Master in Chancery was filed herein on the 27th instant, & a rule entered that the defendants file exceptions thereto by the Morning of this 29th day of March 1858: that on the fore-noon of said 27th instant this deponent gave notice of said rule being entered to Fredk J Nelson Esq defendants Solicitor herein in court here, & further saith not

Subscribed & Sworn to before me
this 29th day of March 1858
Wm L Church Clk } George Scoville

And afterwards, to wit: at the same term of said Court last aforesaid, to wit: on the 29th day of March in the year last aforesaid, the following among other proceedings in said Court, were had and entered of record, to wit,

Emily A Shingley et al
vs
Hiram Jefferson &
Harriet A Jefferson } Chancery

And now at this day come again the said Complainants by their Solicitor George Scoville, and the said defendants by their Solicitor A J Sloan, also come; and the defendants say they have no exceptions to take to the report of the Master in Chancery of Cook County, S C Paine Esqr, heretofore filed herein, it is therefore ordered that the same be confirmed. From which report it appears that according to the account taken and rendered by said Master in Chancery in this cause, under the order of reference heretofore entered herein, the whole amount due and owing to said defendant Hiram Jefferson from the Estate of said John Shrigley, deceased, at the date of said report, to wit: on the 15th day of January A.D. 1858, including interest, was the sum of Eighteen hundred Eighty six Dollars & nine cents

That the whole amount received by said Jefferson from said Shrigley & from his estate on account of said indebtedness, including interest, up to the date of said Report, was the sum of Two hundred & seventy nine Dollars & fifteen cents; and that the balance due to said defendant Hiram

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Jefferson at the date of said decree, on account of the indebtedness of said John Shrigley & of his estate to said Jefferson, was the sum of Sixteen hundred and six dollars & ninety four cents, of which amount the sum of Two Hundred & Sixty Seven dollars & Eighty two cents is the share or proportion chargeable to the interest of the defendant Harriet A Jefferson as one of the heirs at law of said John Shrigley deceased in the real estate held by said Horace Jefferson as security for said indebtedness, as found by the Court in the decree formerly entered in this cause - and the sum of Thirteen hundred & thirty nine dollars & twelve cents is the share or proportion chargeable to the interest of the Complainants in this suit in said real estate.

And the Court being now fully advised in the premises, it is ordered adjudged and decreed that the said Complainants, within thirty days from the entering of this decree, do pay over to the said defendant, Horace Jefferson the sum of Sixteen hundred & six dollars & ninety four cents, & interest thereon from the fifteenth day of January A.D. 1858 and that upon such payment being made

the said Hiram Jefferson, do make, execute, acknowledge and deliver to said Complainant a good and sufficient deed of Conveyance to them of an undivided five eighths of all the said Real estate & property held as security by him for said indebtedness, as found by said former decree, to wit;

Out Lot Thirty Eight, in the Subdivision by the Trustees of the Illinois & Michigan Canal of Section Thirty Three in Township Number Forty, North of Range fourteen East of the Third Principal Meridian: Also the West half of the North east quarter of Section eighteen in Township forty one North of Range ten east of the third Principal Meridian Also the west half of the South East quarter of Said Section Eighteen, also part & parcel of a wood lot surveyed by George Smith at what is commonly called the Rich cave out of the west half of the South west quarter of Section fifteen in Township forty one North of Range nine east of the third Principal Meridian, known as Lot Number four of George Smiths survey, all in Cook County, State of Illinois — the said Complainants to hold the title & conveyed, to them, severally, in fee, in proportion to their respective rights

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the said Hiram Jefferson, do make, execute, acknowledge and deliver to said Complainant a good and sufficient deed of Conveyance to them of an undivided five eighths of all the said Real estate & property held as security by him for said indebtedness, as found by said former decree, to wit;

Out Lot Thirty Eight, in the Subdivision by the Trustees of the Illinois & Michigan Canal of Section Thirty Three in Township Number Forty, North of Range fourteen East of the Third Principal Meridian: Also the West half of the North east quarter of Section eighteen in Township forty one North of Range ten east of the third Principal Meridian Also the west half of the South East quarter of Said Section Eighteen, also part & parcel of a wood lot surveyed by George Smith at what is commonly called the Rich cave out of the west half of the South west quarter of Section fifteen in Township forty one North of Range nine east of the third Principal Meridian, known as Lot Number four of George Smiths survey, all in Cook County, State of Illinois — the said Complainants to hold the title & conveyed, to them, severally, in fee, in proportion to their respective rights

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& interests in said property as found by the Court herein in said former decree to wit: the said Emily A Shrigley one third, the said James M Shrigley one eighth, the said Eliza J Shrigley one eighth, & the said Emily Shrigley one eighth; and it is further ordered adjudged and decreed that the said Complainants have a lien & charge upon & against the said share & interest of said Harriet A Jefferson in & to said real estate under & by virtue of this decree, upon payment of the whole amount due to said Hiram Jefferson as aforesaid for the re-payment to them of the said sum of money so to be advanced & paid by them under this decree as the share & proportion of said indebtedness chargeable to the interest of said Harriet A Jefferson in said property, as aforesaid to wit; one eighth thereof, subject to her right of redemption upon payment thereof, with interest from the time of payment by said Complainants.

And it is further ordered adjudged and decreed, that in case said Hiram Jefferson fails or refuses to execute acknowledge & deliver a deed, as aforesaid, upon payment, as aforesaid,

to said Complainants, that then and in that case the said Complainants pay into Court here for the said Hiram Jefferson, the said sum of money & interest so decreed to be paid, as aforesaid, and that thereupon the Master in Chancery of Cook County & be same is hereby is made and appointed a special Commissioner to make & execute a deed of conveyance to said Complainants of an undivided five eighths of said premises, which deed of conveyance so made by him shall vest in said Complainants the several interests aforesaid in & to said lands & premises free & discharged of all rights, claims and interests whatsoever of said defendants & of all persons claiming or to claim the said premises or any part thereof by, through or under them or either of them

And it is further ordered and decreed that said Hiram Jefferson pay the costs of this suit — and that execution issue therefor

Whereupon the defendants pray an appeal which is granted upon the complainant Hiram Jefferson entering into bond in the penal sum of One

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Thousand Dollars with Joseph D Doggett & William E Doggett as sureties to be filed aistander

And afterwards, to wit: on the day & year last aforesaid the said defendants filed in said Court their certain appeal bond which is in the words and figures following, to wit:

Know all men by these Presents that we Henri Jefferson Joseph D Doggett and William E Doggett of the County of Cook and State of Illinois are held and firmly bound unto Emily M Shrigley James M Shrigley, Eliza J Shrigley & Emily Shrigley also of the same County and State in the penal sum of One Thousand ($1000) Dollars lawful money of the United States, for the payment of which well and truly to be made we bind ourselves our heir executors and administrators jointly severally and firmly by these presents

Witness our hands and seals this 29th day of March AD 1858

The Condition of the above obligation is such that whereas

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the said Emily A Shrigley, James H Shrigley, Eliza J Shrigley and Emily Shrigley did on the 29th day of March A.D. 1858 in the Circuit Court in and for the County and State aforesaid and of the March term thereof A.D. 1858 obtain a decree against the above bounden Hiram Jefferson besides costs of suit, from which said decree of the said Circuit Court the said Hiram Jefferson has prayed for and obtained an appeal to the Supreme Court of said State

Now therefore if the said Hiram Jefferson shall duly prosecute his said appeal with effect and abide by & perform said decree rendered & to be rendered against him and moreover pay the amount of the costs interest and damages rendered and to be rendered against him in case the said decree shall be affirmed in the said Supreme Court, then the above obligation to be void, otherwise to remain in full force and virtue

Taken and acknowledged before me at my office in Chicago this 29th day of March A.D. 1858

W S Church Clerk

Hiram Jefferson (Seal)
Joseph B Doggett (Seal)
William E Doggett (Seal)

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State of Illinois,
County of Cook. } s. s.

I, WILLIAM L. CHURCH, Clerk of the Circuit Court of Cook County, in the State aforesaid, do hereby certify the above and foregoing, to be a true, perfect and complete copy of All the papers filed & proceedings had and entered of record in a certain cause lately pending in said Court on the Chancery side thereof, wherein Emily A. Shrigley Etal were Complainants and Kimball Jeffers Etal were defendents

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the seal of our said Court at Chicago, this 23d day of April A. D. 1858

Fee $4.65 Wm L. Church Clerk.

Errors assigned

1st: The decree passed by the Court is erroneous

2nd: The Court considered & refused to exclude testimony not legally admissible.

F. L. Nelson
for Pff in Error

Emily A. Shrigley Etal
vs ~~187~~
Hiram Jefferson Etal

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Record

Filed April 27. 1858
S. Leland
Clk.

Filed April 29. 1858.
S. Leland
Clk

Fees $44.65