

No. 12388

Supreme Court of Illinois

Bloom.

vs.

Van Ransalaer.

71641  7

Jacob C. Bloom

Robert C. Ransdaler ^{vs} Junemian van Ransdaler

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State of Illinois }
Lake County } S.S.

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Be it remembered that heretofore, to wit, on the twenty first day of January A.D. 1850, the same being a day in the vacation between the January term of the Circuit Court of Lake County in the State of Illinois for the year last aforesaid, and the March special term of the same Court for the said last mentioned year, Jacob C. Bloom by Morris and Goodrich, his solicitors, filed with the Clerk of the said Court, his bill of complaint which is in the words and figures following to wit

To the Honorable the Judge of the Lake County Circuit Court

Humbly complaining sheweth unto your Honor your Orator Jacob C. Bloom. That on or about the ninth day of June: A.D. 1845 he was seized of the following described premises with the hereditaments and appurtenances lying and being in the County aforesaid to wit, commencing at a certain stake of section twenty eight (28) in town No. forty five (45) and range twelve (12) and running thence West ten chains and four links (10.04) to a stake, thence north nineteen chains and ninety links (19.90) thence east twenty two chains & sixty three links (22.63) thence south nineteen chains & ninety links (19.90) and from thence west twelve chains & fifty nine links to the place of beginning. Also lots No. two & twelve (2 & 12) on the south side of the river in the village of Little Port in County of Lake aforesaid said two last mentioned lots being the same heretofore conveyed by James McKay & Elizabeth his wife, to said J. C. Bloom by deed bearing date the 15th day of May in the year of our Lord ~~one thousand and forty four~~ ^{eighteen} hundred and forty four. And your Orator would further represent, that at about the time first aforesaid, he entered into negotiation with one Robert C. Van Renssaler for the purchase from him of a quantity of goods, wares & merchandize of the value of about two thousand

six hundred & fifty nine dollars & seven cents I did purchase
 the same to be paid for in three equal instalments of Eight
 hundred ^{eighty} six dollars & thirty six cents (\$86.36) each, one instal-
 ment to be paid in three months from the date thereof, and one
 in six months & the other in nine months, and bearing date the
 ninth day of June A.D. (1845) Eighteen hundred and forty five
 and for the purpose of securing said notes according to the tenor
 and effect thereof, executed acknowledged and delivered to one
 Ephraim Fredwell a deed of trust signed and acknowledged
 also by his wife Mocha a trust and in substance as follows.

This Indenture made and entered into this ninth day
 of June A.D. 1845 between Jacob C. Storm and Mocha M. his
 wife of Little Port Lake County Illinois parties of the first part
 and Ephraim Fredwell in trust for Robert C. Van Rensselaer
 of Racine County Wisconsin Territory of the second part

Witnesseth that the said parties of the first part, for and
 in consideration of the special trust and confidence reposed
 in the said Ephraim Fredwell the said party of the second part
 and, and the sum of Two thousand six hundred and fifty
 nine dollars seven cents to the said parties of the first part
 paid by the said Robert C. Van Rensselaer the receipt whereof
 is hereby confessed and acknowledged by the said parties of the
 first part, have granted, sold and conveyed, and by these presents
 do grant sell and convey unto the said party of the second
 part (in trust as aforesaid) his heirs and assigns, all the foll-
 owing described pieces and parcels of land, to wit Forty five
 (45) acres, situate, lying and being in the county of Lake and
 State of Illinois and known and described as follows Viz;
 Commencing at the centre stake of section No. twenty eight
 (28) in Town No. Forty five (45) and range twelve (12) and
 running thence west, ten chains and four links (10.04) to a
 stake, thence north nineteen chains and ninety links (19.90)
 thence east twenty two chains and sixty three links (22.63)

thence south nineteen chains ^(19.90) and ninety links, and from thence west twelve chains and fifty nine links (12.59) to the place of beginning. ~~And~~ also lots No two and twelve (2 & 12) on the south side of the river in the village of Little Fort, above said, said two last mentioned lots, being the same heretofore conveyed by James McKay and Elizabeth his wife to said J. C. Bloom, by deed bearing date the 18th day of May in the year eighteen hundred and forty four.

To have and to hold the above described premises together with all and singular, the rights, privileges, appurtenances, improvements and hereditaments therunto belonging or in any wise appertaining unto the said party of the second part, his heirs and assigns for ever, in trust for the said Robert C. Van Rensselaer for the uses and purposes herein specified and declared, and for no other Viz. Whereas the said J. C. Bloom one of the parties of the first part stands and is justly indebted to the said Robert C. Van Rensselaer in the sum of Two thousand nine hundred and sixty dollars (\$2960.) upon three certain promissory notes, bearing even date hereunto, executed by the said Jacob C. Bloom to the said Robert C. Van Rensselaer or order, each for the sum of Eight hundred, eighty six dollars thirty six cents (\$886.67) one due in three (3) months, one in six (6) months, and the other in Nine (9) months from date on interest from date, at six per cent. if not paid at maturity respectively, otherwise without interest. Now if default be made in the payment of said notes or either of them, or any part thereof, at the time or times the same respectively become due, then the said Ephraim Fredwell party of the second part his heirs, representatives or attorney is hereby fully authorized and empowered by the said parties of the first part to enter upon, and take full and complete possession of the whole of said premises, or any part thereof, and the same to sell and dispose of absolutely at a public sale ~~after~~ giving twenty

days notice of such sale by publication in the newspaper published nearest said premises) to the highest bidder for ready money, and to apply the proceeds of such sale to the payment of said note or notes (as the case may be) or so much thereof as may be then due; and should there be any surplus moneys after paying the same, and all costs and expenses attending or arising from said sale, the same to be paid to the said parties of the first part, their heirs or representatives, and the said party of the second part, his heirs, representatives or attorney upon making sale of said premises or any part thereof so as aforesaid is hereby fully authorized and empowered as the attorney of the said parties of the first part duly constituted irrevocable, and in their names or in the name of the said party of the second part, his heirs, representatives or attorney or in such other manner as the said party of the second part or his legal representatives may think proper to execute and deliver to the purchaser or purchasers thereof, good and sufficient deeds therefor, conveying thereby all the right, claim or interest either in law or equity of the said parties of the first part, in as full and ample a manner as the said parties of the first part might or could do, and which said sale so made as aforesaid, shall forever be and remain a perfect bar both in law and equity against the said parties of the first part their heirs and representatives, and all persons, claiming or to claim, said premises or any part thereof ^{by} from or under them, or any or either of them, and it shall not be the duty of any purchaser or purchasers thereof by virtue hereof to see to the application of the purchase money, nevertheless if the said parties of the first part ^{shall} pay and satisfy the said promissory notes to the said Robert C Van Rensselaer, or to the legal holder thereof, according to the terms and effect thereof together with all costs and expenses having accrued by virtue hereof,

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then the said party of the second part or his legal representatives, shall at the costs and expense of the said parties of the first part, their heirs or assigns, ~~reconvey~~ ^{reconvey} the said premises or such part thereof as shall remain unsold by virtue hereof, to the said parties of the first part, their heirs or assigns. And the said parties of the first ^{part} Jacob C Bloom hereby covenants with the said Robert C Van Rensselaer, that the above described premises are free and clear of all former grants or conveyances of what kind or nature soever excepting a certain mortgage from said parties of the first part to one Elmley Sunderland dated September 17th 1844 for the sum of Two hundred dollars, and that the said party of the first part hath good right, full power and lawful authority to grant and convey the same in manner and form aforesaid. In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written

J C Bloom *seal*

A M Bloom *seal*

Signed sealed and delivered

in presence of

91111
The words "six^{ty} fifty^{seven} nine" ^{seven cents} also the words "eight thirty six" interlined and the words "nine sixty nine sixty seven" erased before executed and the word "wife" also interlined before executed.

State of Illinois

Lake County



This day before me the undersigned Probate Justice of the Peace, in and for said County personally appeared Jacob C Bloom and A M Bloom his wife to me personally known, as the same persons who signed sealed and delivered the above instrument and acknowledged that they executed the same freely and voluntarily for the uses and purposes therein set forth, and the said A M Bloom wife of the said J C Bloom having been by me

6 examined separate and apart and out of the hearing of her said husband, and the contents and meaning of the above instrument having been by me made known and fully explained to her acknowledged that she had executed the same and relinquished her dower to the lands and tenements therein mentioned freely and voluntarily without fear or compulsion of her said husband.

Given under my hand and seal this 2nd day of July A.D. 1843.

Nathl P Dowst P.S. P.S.

State of Illinois
Lake County



I David M. Sherman Recorder of said county do hereby certify that the foregoing instrument is a true and correct copy of a certain deed of Trust filed for record in the Recorders Office in and for said County on the 15th day of July A.D. 1843 and duly recorded on book "D" of Deeds pages 344, 345 & 346. In witness whereof I have hereunto set my hand and Official seal this 13th day of October A.D. 1849.

D. M. Sherman Recorder
Jr. S. M. Dowst City



And which said deed was recorded in the Recorders office of the County of Lake aforesaid on the fifteenth day of July in book D of deeds at pages 344, 345 & 346, and to which reference is had for more particular description and for greater certainty, by which said deed said premises were conveyed to said Fredwell in Trust for said Van Wensatier to secure the payment of said notes of your orator as there expressed. And your orator avers that when the said notes became due, he was unable to pay the

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same, and that on or about the nineteenth day of May 1847 the said Fredwell as he is informed, and so charges the fact to be, proceeded to sell said premises at the door of the Court-house of Lake County at Little Port in said County to the highest bidder as he pretended.

And your orator charges that on the day of the said pretended sale he was absent at Chicago in Cook County, where he had been taken and was then held by and under an attachment against him, as a witness in a certain cause then pending and on trial in the Cook County Court. And your orator is informed, and so charges the fact to be, that the said Robert C Van Renssaler bid off said premises at said pretended sale for the sum of thirteen hundred and fifty five dollars in his own name, and your orator charges that at the time of the making of said deed of trust the said premises with the improvements thereon were worth the sum of four thousand dollars, and at the time they were so bid off were worth more than the sum of four thousand and five hundred dollars, and are now worth more than eight thousand dollars.

And your orator charges that said sale was unfair and fraudulent & void & not advertised, or made as required in said deed of trust, and as it thereby was only authorized to be made, and your orator is informed and so charges the fact to be that at and before said sale E W Hoyt Esqr. before and then and there acting in said business as the agent and attorney of said Robert Van Renssaler (whom your orator prays may be made a party defendant to this your orator bill of complaint) and other persons then present and in the presence and hearing of said defendant who was and is an attorney at law, and said Fredwell, then and there stated, that your orator would have the right to redeem said premises from whomsoever might purchase

the same, by paying to such purchaser the sum so bid and paid within one year therefrom with ten per cent interest the same as if said premises were sold and bid off under a decree of a court of equity, and that said deed of trust was in the nature of a mortgage, and subject to the incidents of a mortgage & the same right of redemption to the mortgager. And your orator charges that the said defendant Robert C. Van Rensselaer so knowing and hearing such representations & declarations fraudulently & deceitfully held his peace, and permitted such declarations to be made without dissent and thereby assented to the rights of your orator & induced the belief & that he would & did, assent and agree to the right of your orator to redeem said premises as aforesaid from whomsoever might become the purchaser thereof at such sale. And your orator is informed and so charges the fact to be that one Emuley Sandulm attended at said sale with the purpose & intention of becoming a bidder on said land & was then & there, able & willing to bid & would have bid to the whole amount due on said notes for said premises, if the same had been understood or known to be an absolute sale without the right of redemption so represented, assented & agreed to exist in your orator and that by such representations of the right of your orator to so redeem said premises and the assent & agreement as aforesaid of said defendant of such right in your orator he was deterred and prevented from bidding therefor an amount above the bid of said defendant.

And your orator avers that in sales of real estate on executions and decrees in equity, when the right of redemption exists, that seldom if ever any person other than the plaintiff will bid and advance the money for property so sold, for the reason that money is worth & will bring a greater rate of interest than ten per cent

for annuities. And therefore your orator avers that by reason of the said representations of the said attorney & agent of said defendant made as aforesaid and of other persons & so as aforesaid fraudulently assented to by said defendant of the rights of redemption of your orator, the said premises were sold & bid off at a much less price than they otherwise & but for such fraudulent conduct & representations so made by said defendant through his agent & so assented & agreed to by said defendant, they would have been, whereby your orator was greatly injured & defrauded if he should not be permitted to redeem said premises from said sale, or the ~~same~~ ^{said} should be held not fraudulent & void.

And your orator charges that after said sale was so made as aforesaid the said Ephraim Fredwill executed acknowledged and delivered to said defendant a pretended deed of said premises which was recorded in the office of the recorder of said Salt Lake County on the 19th day of May 1847 at page 392 & 393 of book 6 of deeds a copy of which is herewith filed marked schedule "A" & to which reference is had for greater certainty & which is made a part of this your orators bill of complaint.

And your orator charges, that immediately after and ever since said deed was so made as aforesaid, the said defendant has fraudulently and contrary to his declarations & agreement of the rights of your orator to redeem said premises from said sale so made by his said agent & attorney ~~and~~ ^{and} assented ~~and~~ ^{and} agreed to by him said defendant, devised that your orator ^{had} ~~has~~ any right of redemption from ^{said} sale but has maintained that the absolute title in fee passed by said deed to him contrary to his said declarations, assent against & to equity

I good conscience.

And your orator avers that after said sale & previous to the expiration of one year therefrom, in order to protect his rights ~~but averring~~ said sale is void, he made an arrangement with one Elmley Sunderland to loan & advance to him the sum necessary to redeem said land from said sale ~~and~~ ^{on} mortgage. In accordance with such arrangement, said Sunderland did on or about the last of Nov. or the first of December 1847 tender to said Van Rensselaer the sum of sixteen hundred and thirty three dollars, which included the amount for which said premises were so sold and also a prior mortgage for about one hundred dollars to ~~some~~ ^{one} Elmley Sunderland on said premises, and which your orator was informed had been paid by said Van Rensselaer and also a mortgage for about \$100 to the School fund of the Township in which said premises are situate, and which he then supposed said Van Rensselaer had paid but which he has since heard has not been paid, to redeem said premises from said sale for your orator as his agent ~~and~~ & demanded the reconveyance of said premises, which said tender, said defendant refused, to receive & to make such conveyance, and declared ~~and~~ [&] assumed that your orator had no right of redemption in said premises. And your orator charges & insists that whatever estate passed by said deed of said Fredwell if any to said defendant that he holds the same as trustee for your orator - that in whatever estate passed to said defendant a trust resulted for your orator in said premises, and said defendant held them for security only for the payment of the amount equitably due to him on said notes. And your orator avers that he now has ready to be produced in court and offers to bring the same into court to be disposed of as this honorable Court shall direct the money so as aforesaid tendered for him by said Sunderland. And your orator further charges, that there were

and an valuable improvements on said premises, the rents and issues of which amounted annually to a large sum to wit to the sum of about three hundred dollars, which as he is informed have been collected and used by said defendant from soon after said sale, said defendant soon after said sale entered into possession of said premises.

And your orator charges that prior to the last term of the Late Circuit court said defendant sued your orator, and at the last term of said court obtained a judgment against your orator for the amount of said notes and interest, less the amount so bid at said pretended sale by said defendant amounting to fifteen hundred, thirty five dollars & twenty one cents and has issued execution thereon, and is seeking to enforce the same against your orator, which said sum so bid was not credited on said notes until the day of said trial.

And your orator charges that there is an open account existing between your orator & said defendant and has been for some years past, and that he supposes there is some four or five hundred dollars due him thereon from said defendant, but he has been unable to get a settlement of the same with said defendant & therefore cannot state the exact balance due to your orator ^{but your orator} here with files a copy of his said account against said defendant marked schedule "13" & the balance on which due him he claims he is entitled to & offers to set off upon the amount due upon said notes or on the redemption from said sale, And your orator avers that on the trial of said suit upon said notes, he was prevented & excluded by the court from setting off said account by the failure & mistake of his attorneys improperly pleading the same & by such decision of the court, ~~he~~ ~~and~~ the said

account was withdrawn from the consideration & adjudication of said Court in said case, and the same is still unpaid & equitably due to your orator.

And your orator hereby offers, if the Court should deem said pretended sale fraudulent and void and that it would be most equitable to pay or bring into Court as this honorable Court may direct whatever amount shall be determined to be equitably due to said defendant upon said notes or growing out of said transaction and the proceedings therein, Or if this Court should determine that said defendant holds the said premises in trust to secure the payment of the whole or any amount of the original sum secured by ~~the~~ said notes and deed of trust as aforesaid.

And your orator is informed that one Jeremiah Van Rensselaer claims some interest in said premises and he prays he may be made a party defendant hereto but your orator expressly charges that whatever pretended interest he may have in said premises, was acquired from his brother said Robert C. Van Rensselaer and with notice of the premises aforesaid and of the equities of your orator, and that he became possessed thereof without any valuable or adequate consideration therefor, and that he holds the same in fraud of your orator, or as trustee for said defendant, that he is not a bona fide purchaser thereof without notice.

And your orator charges that said deed of trust was legally a mortgage and intended only as security in the nature of a mortgage, and that fact appears and was expressed in said deed, and that the right of redemption was given by law to your orator, could only be divested by decree of a Court, and that the pretended sale of said Fredwell was void.

And your orator avers that if a sale of said premises could have been made under the power and provisions of said

mortgage or deed that the said Robert Van Rensselaer had no right to purchase in said premises for his own benefit, that if any title by said sale passed to him, he holds the same as trustee for your orator.

But now, so it is may it please your Honor that the said Robert Van Rensselaer and Jeremiah Van Rensselaer combining and confederating with divers other persons to your orator unknown, but whom when discovered your orator prays may be made parties hereto with fit and apt words to charge them as defendants some times give out and pretend that the said premises were legally advertised and sold by said Fredwell, and purchased by said Robert Van Rensselaer, and that under such sale he acquired a legal title thereto, and at other times that your orator never tendered him the sum bid for said premises with the interest thereon, and at other times that your orator has no legal or equitable account or demand against him, and at other times that he intends to detain and keep said premises for the small amount he bid for them in comparison to their actual value and to collect the whole amount of said judgment, all which actings and doings are contrary to equity and good conscience, and ^{tend} to the manifest injury and wrong of your orator.

In tender consideration whereof. Your orator prays that the said defendants and each of them, may full true and perfect answer make to all and singular the premises according to the best of their information, knowledge and belief as fully and particularly in every respect as if specially interrogated thereto - without oath (the answer of said defendants under oath being hereby specially waived.

And ^{that} the premises considered, the said defendant Robert Van Rensselaer may be decreed to receive the money so as aforesaid tendered him by your orator as and in full redemption of said premises from said pretended sale, and to release all his interest in the same to your orator, or that said sale

be set aside, and held for naught and the deeds of said Fredwell to said Robert Van Rensselaer cancelled, and a resale of said premises ordered to satisfy what shall be found equitably due to said Van Rensselaer on said notes, after deducting the rents issues and profits of said premises, and the amount found to be due your orator on said account, so that said pretended sale may be set aside and held for naught, and your orator decreed by a day to be set by your Honor to pay ^{said} Robert Van Rensselaer whatever amount shall be found equitably due to said Robert C Van Rensselaer after deducting the amount of the rents issues and profits of said premises received by said Robert Van Rensselaer and found equitably due to your orator on said account. And that said deed of said Fredwell be cancelled and held for naught. And that the said Robert C Van Rensselaer render a just and true account of all the rents, issues, and profits of said premises, since the same came to his possession and also of all accounts and amounts had and received from and due to your orator, since the date of said notes for and on any consideration whatever.

And that the said Jeremiah Van Rensselaer may be decreed to surrender up and discharge to your orator all interest, pretended or real which he may claim or have in said premises, and that any deed or deeds which he may have for any part of said premises may be cancelled.

And that in the meantime said Robert C Van Rensselaer may be enjoined by process of injunction issuing out of and under the seal of this Court from further prosecuting or enforcing his said judgment against your orator by execution or otherwise and that a summons may be issued out of and according to the rules and proceedings of this Court to the said Robert C Van Rensselaer and Jeremiah Van Rensselaer, commanding them to appear and plead to this your orators Bill of Complaint, and to stand to and abide by the order and decree

of this Court in the premises, and that your orator may have such other and further or different relief in the premises as to equity and good conscience shall seem meet, and your orator as in duty bound will ever pray &c.

Morris and Goodrich
Compts Solrs

And that on the said twenty first day of January A.D. 1850. and at the same time when he so as aforesaid filed the said bill of complaint with the said Clerk of said Court the said Jacob C Bloom by his said Solicitors also filed with the same Clerk a paper in writing, on the back of which were endorsed the words ~~which~~ "Schedule A" and which is in the words and figures following to wit;

"This Indenture, made the Nineteenth day of May in the year one thousand eight hundred and forty seven Between Ephraim Fredwell of South Part in the Territory of Wisconsin party of the first part, and Robert C Van Ransselaer of Little Port in the County of Lake in the State of Illinois party of the second part. Witnesseth that whereas Jacob C Bloom and Mossa M Bloom his wife of Little Port in the County of Lake aforesaid did on and by a certain deed of trust dated the Ninth day of June A.D. 1845 and recorded in the Recorders Office of Lake County in said state of Illinois, sell and convey the premises herein after described to the said party hereto of the first part in trust on default being made by the said Jacob C Bloom, to pay certain Promissory notes in said deed of Trust mentioned after giving twenty days notice of sale, in the manner therein mentioned to sell and dispose of said premises at Public Auction and to execute and deliver to the purchaser thereof a good and sufficient deed therefor. All of which by reference to said deed of

Trust fully appears.

And whereas default has been made by the said Jacob C Bloom in the payment of said note according to their tenor and effect, and twenty days notice of sale has been duly given by the said party of the first part, in the manner prescribed in said deed of Trust, and at a Public Sale of said premises, held pursuant to said notice at the Court House in the Town of Little Fort in the County of Lake aforesaid, on the day of the date of these presents, the said party of the second part was the highest and best bidder for the premises herein after described for ready money and bid therefor as follows Viz The sum of thirteen Hundred and fifty five dollars for all the following described pieces and parcels of land to wit. Forty five (45) acres situate lying & being in the County of Lake and State of Illinois and known and described as follows Viz Commencing at the centre stake of Section No Twenty eight (28) in town No Forty five (45) and range twelve (12) and running thence west ten chains and four links (10.04) to a stake, thence North nineteen chains and ninety links (19.90) thence east twenty two chains and sixty three links (22.63) thence south nineteen chains and ninety links (19.90) and from thence west twelve chains and fifty nine links (12.59) to the place of beginning. Also lots No two & twelve (2 & 12) in block number seven (7) in McRays addition to Little Fort on the south side of the river in the village of Little Fort aforesaid said two last mentioned lots being the same heretofore conveyed by James McKay and Elizabeth his wife to said J C Bloom by Deed bearing date the 18th day of May in the year eighteen hundred and forty four.

Now therefore these presents witness that the said party of the first part in pursuance of the trust in the said deed of trust declared and of the power and authority to him therein given and in consideration of the premises

and of the said sum of One thousand three hundred and fifty five dollars to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed, hath and doth hereby sell and convey to the said party of the second part his heirs and assigns for ever, all the right title and interest which the said party of the first part now hath by virtue of said deed of trust of, in and to all of the hereinbefore described lots pieces or parcels of ground, and premises above mentioned. To have and to hold the same with the hereditaments and appurtenances to the said party of the second part his heirs and assigns for ever, as fully and amply as the said party of the first part might, could or ought to sell and convey the same by virtue of the said Deed of Trust hereinbefore mentioned and the power and authority therein contained.

In witness whereof the said party of the first part hath hereto set his hand and seal the day and year first above written. The words "in black number seven (7) in McHays addition to Little Fort in the above deed interlined before execution sealed and delivered in presence of E. M. Hays

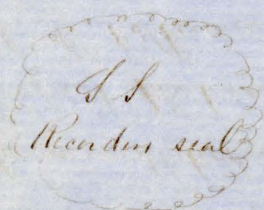
Ephraim Fredwell 

State of Illinois   This day before me the undersigned Probate Justice of the Peace in & for said County personally appeared Ephraim Fredwell to me personally known to be the real person who signed sealed & delivered the above instrument of writing and acknowledged that he executed the same freely and voluntarily for the uses and purposes therein set forth. Given under my hand and seal this 18th day of May 1847.

Nathl P Dewst P J P 

State of Illinois   I David W Sherman Recorder of said County do hereby certify that the foregoing instrument is a true

and correct copy of a Trustees deed filed for record in the Recorder Office of said County on the 19th day of May AD 1847. and duly recorded in "Book" "G" of deeds pages 392 and 393. In witness whereof I have hereunto set my hand and official seal. Done at Hankigan in said County this 13th day of October AD 1847.



David H. Sherman Recorder
per J. M. Dwyer D. W. T. Y.

And that on the said twenty first day of January AD 1850 and at the same time when he so as aforesaid filed the said bill of complaint with the said Clerk of said Court, the said Bloom by his said Solicitors also filed with the same Clerk a paper in writing in the back of which were indorsed the words "Exhibit 'B'" and which is in the words and figures following to wit:

"Robert C. Van Kunsalier

To Jacob C. Bloom Dr.

1845 July 10 th	To Cash	\$10.00
" "	" interest up to Oct. 10 th 1849	4.08
" " 15	" Cash	20.00
" "	" interest on same to Oct 10 th 1849.	5.08
" Sept 3 rd	" Cash	18.00
" "	" interest on same up to Oct 10 th 1849.	4.43
" Oct 10 th	" Cash	10.00
" "	" interest on same up to Oct 10 th 1849.	2.40
" Oct 11 th	" Cash	50.00
" "	" interest on same up to Oct 11 th 1849.	12.00
" Nov 13 th	" Cash	50.00
" "	" interest on same to Oct 10 th 1849.	11.72
" " 17 th	" Cash paid bill of house &c	12.00
" "	" interest on same to Oct 10 th 1849.	2.80

"	"	24 th	"	Cash	27.00
			"	interest on same to Oct 10 th 1849.	6.27
					\$ 235.78
1845	Aug	27 th	To	Cash	25.00
			"	interest on same up to Oct 10 th 1849.	6.17
"	Dec	11 th	"	Cash	123.00
			"	interest on same to Oct 11 th 1849.	28.75
1846	May	6 th	"	two notes \$188 each	1
1847	May	19 th	"	Cash on sale of premises up on trust deed	1355.00
1846	"	27 th	To	one Pitcher & Wash bowl	1.50
"	"	"	"	" " Lamb	.50
"	"	"	"	Cash	5.00
			"	interest on same up to 12 th Oct 1849.	1.05
1846	June	15	To	Building Office	\$ 165.00
			"	interest on same up to 11 th Oct 1849.	21.10
1845			"	use of Horse two weeks at 75 cents per day	15.75
			"	int on same	2.25
			Exhibit "B"	"	"

And that afterwards, to-wit, on the said twenty first day of January A D 1850. the same being a day, in the said vacation between the said January and the said March Special terms of said Court for the year last aforesaid and upon the filing of the said bill of complaint as aforesaid the said Clerk of said Court issued a summons under his hand and the seal of said Court and directed to the Sheriff of the said County of Lake, and which is in the words and figures following, to-wit:

"State of Illinois
Lake County

The People of the State of Illinois. To the Sheriff of said County. Greeting.

We command you that you summon Robert C Van Rensselaer and Jeremiah Van Rensselaer if they shall be found in your County, personally to be and appear before the Circuit Court of said County, on the first day of the next term thereof to be holden at the Court house in Han Kegan, in said County on the first Monday of June next, to answer unto Jacob C Storm in a bill of complaint exhibited by him against them in said Court on the Chancery side thereof. And have you then and there this writ with an endorsement thereon, in what manner you executed the same.

Witness Augustus P Cotes, Clerk of said Court and the seal thereof at Han Kegan in said County this Twenty first day of January A D 1850

A P Cotes Clerk



And which said summons was afterwards, to wit; on the sixteenth day of February A D 1850, the same being also a day in the vacation last aforesaid, returned by the said Sheriff to the office of the said Clerk of said Court with his return thereon indorsed, and which is in the words and figures following, to wit;

"Personally served this writ by reading it in the hearing of the within named R C Van Rensselaer and Jeremiah Van Rensselaer, and also by leaving a copy with each of them on the 16th day of February A D 1850

Fees for service \$1.50

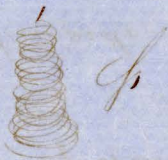
" one mile 00.05

Return 00.10

\$ 1.65

W W Dorsett Sheriff

"United States of America
State of Illinois Lake
County



Plas before the Honorable Hugh T Dickey
Judge of the seventh judicial Circuit of
the State of Illinois

At a Circuit Court for the County of Lake
in said Circuit, began and held at Wauke-
gan in the County aforesaid, on the third
day of June in the year of our Lord One
thousand eight hundred and Fifty and of
the independence of the United States the
seventy fourth.

Present the Honorable Hugh T Dickey Judge
aforesaid, Henry W Corsett Sheriff of Lake
County.

Alfred Augustus B Bates Clerk

And that afterwards to wit on the fourth day of
June AD 1850 the same being a day of the June term of
said Court for the year last aforesaid. Robert C Van Rensselaer
by H W Blodgett his solicitor filed with the Clerk of said
Court his demurrer, which is in the words and figures following
to wit;

"Lake County Circuit Court
Robert C Van Rensselaer
& J C Van Rensselaer
vs
Jacob C Bloom

June Term AD 1850
In Chancery.



The demurrer of Robert C Van Rensselaer
one of the defendants to the bill of complaint of Jacob C
Bloom Complainant.

This defendant by protestation not confessing or acknowledging all or any of the matters and things in the said complainants bill to be true in such manner and form, as the same are therein set forth and alledged doth demur thereto and for cause of demurrer sheweth that the said complainant hath not in and by his said bill made or stated such a case as doth or ought to entitle him to any such discovery or relief as is thereby sought & prayed for from or against this defendant wherefore this defendant demands the judgment of this Court whether he shall be compelled to make any ~~other~~ further or other answer to the said Bill or any of the matters & things therein contained, and prays to be hence dismissed with his reasonable costs in this behalf sustained

W W Blodgett
Solicitor for Dftⁿ

And that afterwards, to wit; on the eighth day of June A.D. 1850 the same being also a day of the said June term of said Court for the year last aforesaid proceedings were had in said Court which are entered of record in the words and figures following, to wit;

14 Jacob C Bloom

vs

Robert C Van Rensselaer
and Jeremiah Van Rensselaer



In Chancery.

Now come the respective parties by their solicitors and by agreement it is ordered that hearing be had upon the demurrer to the complainants bill herein in vacation and that the order upon the determination of said issue be entered as of this term of this Court.

And that afterwards, to wit, on the third day of
J.

February A D 1851 the same being a day in the vacation between the January term A D 1851 and the March special term A D 1851 of the said Court, Robert C Van Rensselaer by W W Blodgett, his solicitor, filed with the Clerk of said Court, an answer which is in the words and figures following to-wit;

"Lake County Circuit Court

Robert C Van Rensselaer &

J J Van Rensselaer

vs

Jacob C Bloom



In Chancery

The separate answers of Robert C Van Rensselaer one of the defendants to the Bill of complaint of Jacob C Bloom Complainant.

And this defendant now and at all times hereafter saving and reserving to himself every and all manner of benefits and advantage of exception to the manifold errors and insufficiencies in the said complainants bill of complaint contained for answer thereunto or unto such parts as this defendant is advised are material for him to make answer unto, answering saith; That this defendant admits and believes it to be true that complainant on or about the ninth day of June A D 1845 was seized of the said tracts or parcels of land in said complainants bill described.

And this defendant furthering answering saith that he admits that on or about the 9th day of June in said year said Complainant entered into a negotiation with this defendant for the purchase from this defendant of a quantity of goods, wares and merchandize, and that on or about ninth day of June in said year, this defendant in pursuance of an agreement entered into with said complainant sold and delivered to said complainant two thousand six

hundred and fifty nine dollars worth of goods wares and merchandize & that the same were to be paid for in three equal installments of eight hundred and eighty six dollars and thirty six cents, each, one of which said installments was to be paid in three months, one in six months and one in nine months from said month day of June.

And this defendant further answering admits that said Complainant for the purpose of securing the the payment of the promissory notes given for said installments did with his wife Mlossa M execute and deliver to one Ephraim Treadwell a Trust deed or instrument in substance the same is that set out in said Complainants bill. But this defendant avers and so charges the fact to be that said Deed was not executed and delivered until the second day of July in said year. And this defendant admits that said Trust deed was recorded in the Recorder office of said County of Lake on said fifteenth day of July in Book D of deeds at pages 344, 345 & 346.

And this defendant further answering admits that default was made by said Complainant in the payment of said notes and that on the nineteenth day of May in the year of our Lord one thousand eight hundred and forty seven the said Ephraim Treadwell proceeded to sell said premises at the door of the Court house in said County of Lake to the highest bidder and this defendant avers and so charges the fact to be that said premises were then and there sold by said Treadwell to the highest bidder.

And the defendant further answering says that he has no knowledge, nor can he admit, or deny whether said complainant at the time of said sale was absent at Chicago in Cook County where he had been taken and was held by and under an attachment against him as a witness in a certain cause then pending and on trial in Cook

County Court, but this defendant leaves said charges to be proved, & insists that the same shall be strictly proved by said complainant.

And this defendant further answering admits that at said sale he bid off said premises and became the purchaser thereof in his own name for the sum of thirteen hundred and thirty five dollars, but this defendant charges that said bid was subject to certain prior incumbrances amounting to upwards of three hundred dollars on said premises. And this defendant further answering saith that he is not advised of and cannot state that said premises with the improvements thereon were worth the sum of four thousand dollars at the time of the making of said deed, nor is he advised, nor can he state that their value at the time the same were bid off at said sale was more than four thousand and five hundred dollars, or that said value was more or less than the amount of said bid nor is he now advised, nor can he state that the present value of said premises is more than eight thousand dollars, but this defendant insists that said complainant be held to strict proof respecting the value of said premises at said time.

And this defendant further answering denies that said sale was unfair and fraudulent & void & not advertised or made as required in said deed of trust, but this defendant avers and so charges the fact to be that said sale so far as the observation and knowledge and information of this defendant enables him to speak thereof was conducted fairly & in good faith and in strict pursuance of the power and authority contained in said deed of trust.

And this defendant further answering denies that at and before said sale E. W. Hoyt Esq. who was then & there acting as the attorney of this defendant stated in the presence & hearing of said respondents & read well that

said Complainant would have the right to redeem the same by paying to such purchaser the sum so bid and paid within one year therefrom, when with ten per cent interest the same as if said premises were sold and bid off under a decree of a court of Equity and that said deed of trust was in the nature of a mortgage and subject to the incidents of a Mortgage, and the same right of redemption as the Mortgagor but this defendant insists and so charges the fact to be that of any such representations or statements were made on said occasion by said Hoyt, the same were not heard nor understood by this defendant nor admitted by him.

And this defendant further answering denies that he so knowing & hearing such representations and declarations from said Hoyt, fraudulently and deceitfully held his peace and permitted such declaration to be made without dissent, and thereby assented to the rights of said complainant and induced the belief that ^{he would} ~~he did~~ assent to the rights of said complainant to redeem said premises from whomever might become the purchaser thereof at such sale but this defendant insists and so charges the fact to be that he has no recollection of hearing any such representations & declarations from said Hoyt or any other person. And that on the contrary it is the best recollection information and belief of this defendant that at the time of said sale the question of said complainant's right to redeem in one year was discussed and said Hoyt and this defendant gave it as their best respective opinions that the said sale was absolute & that said complainant had not and could not claim the same right of redemption from said sale, as he could in case of sale under a writ of execution or decree of a court of equity.

And this defendant further answering saith that he does not know & cannot either admit or deny

whether said Elmsly Sunderlin attended said sale with the purpose and intention of becoming a bidder on said land and was then and there able and willing to bid, and would have bid the whole amount due on said notes for said premises if the same had been understood & known to be an absolute sale without the right of redemption in said Complainant, and this defendant therefore leaves the same to be proved by the Complainant.

And this ^{defendant} ~~defendant~~ further answering denies that by reason of any representations of the said attorney of said defendant or of the representations of any other person which were fraudulently assented to by this defendant at the time of said sale respecting the right of said Complainant to redeem said premises as aforesaid the said premises were sold & bid off at a much less price than they otherwise would have been, and that thereby said Complainant was greatly defrauded, but this defendant avers and insists that said premises at the time of said sale were not worth more than the amount so bid for them by this defendant over & above the prior incumbrances thereon. And this defendant avers and insists that no act was done or suffered or assented to by this defendant either at the time of said sale, or at any other time for the purpose of preventing any person or persons from bidding off said property at sale or for the purpose of ^{detering} ~~preventing~~ ~~many persons~~ ~~persons~~ persons from purchasing said property at said sale or which had the effect to deter persons from purchasing at said sale.

And this defendant further answering admits that after said sale said Treadwell made and executed to this defendant a deed for said premises & that schedule "A" referred to in said bill of complaint is as this

See Sunderlin's opposition

defendant is informed and believes a copy of said deed and of the certificate of acknowledgment & Record thereon written

And this defendant further answering admits that ever since said deed was so made as aforesaid, he the said defendant has denied the right of said Complainant to redeem said premises from said sale & has maintained that the absolute title in fee to said premises passed by said deed to said defendant, but this defendant insists and so charges the fact to be, that he has never either by his own act or by assenting to the declaration of his said attorney or agent admitted or agreed that said Complainant had any right of redemption in said premises and that said denial of said right of redemption was not fraudulent nor contrary to any declarations of this defendant or the rights of said Complainant nor against equity and good conscience

And this defendant further answering saith that he does not know, and cannot either admit or deny whether said Complainant in order to protect his rights did before the expiration of one year from the time of said sale make an arrangement with one Elmsly Sunderland to loan & advance him the said Complainant the sum of money necessary to redeem said premises from said sale but this defendant leaves said charge to be proven as this Court shall direct

And this defendant further answering saith, ^{that he admits} that on or about the nineteenth day of May A.D. 1848 one Elmsly Sunderland called upon this defendant and stated that he wished to redeem said premises from said sale, and stated that he the said Sunderland then had with him the necessary amount of money for so doing, and then and there placed some money upon a table in the room of this defendant he the said

Sunderlin then and there stating the amount of said money to be fourteen hundred and thirty two dollars and fifty cents, but this defendant did not count the same nor can this defendant state the amount thereof except as he derived his information from said Sunderlin, that this defendant on said offer being made by said Sunderlin asked said Sunderlin in whose behalf he made said offer and whether the same was made in behalf of said complainant to which said Sunderlin replied that he did not make said offer in behalf of said Plom but in behalf of a man who he believed resided in Southport (meaning as this defendant verily believes the Town of Southport now known as the city of Kenosha in the State of Wisconsin) whereupon this defendant refused to receive said money, and the same was taken away by said Sunderlin, and no other or different offer has ever been made to this defendant for the redemption of said lands since said sale, and this defendant insists that all statements & charges in said bill of complaint of any offer to redeem said premises or tender of the amount of said bid and incumbrance made by this defendant otherwise than as above admitted are untrue.

And this defendant further answering saith that he denies that he holds whatever estate in said premises passed to him by virtue of the said deed of said Treadwell as ~~trustee~~^{trustee} for said complainant and that in whatever estate passed to this defendant, a trust resulted to the said complainant and that this defendant holds the same as security only for the payment of the sum equitably due to him on the notes in said Trust Deed mentioned. But defendant insists that the absolute estate in fee simple to the use & benefit of this defendant alone passed by said deed of said

Treadwell to the defendant

And this defendant further answering, denies that said complainant now has ready to produce as this court shall direct the sum of money offered to this defendant by said Emory Sunderland. But this defendant charges and insists said tender or offer to ~~redeem~~ said premises was not made in good faith & that said money was the money of said Sunderland and has been used by him since the time of said tender and has not been kept ready for this defendant and this defendant was not at the time of said offer notified that the same would be kept ready for him, either in the hands of said Sunderland or in any other place.

And this defendant further answering saith that the only productive improvement on said premises are two dwelling houses and since about the first day of August 1847 this defendant has received the rents for said houses which said rents amount to the sum of Two hundred and twenty six dollars. But this defendant insists that said houses were at the time he took possession thereof greatly out of repair, and that he has expended in making necessary repairs and improvements in and about said houses the sum of three hundred & fifty seven ²³/₁₀₀ dollars and that the further sum of ~~Twenty~~ ^{Seventy} two ²⁰/₁₀₀ dollars and ——— cents has been paid by this defendant for Taxes upon said premises and also the sum of forty five dollars for interest upon a certain mortgage upon said premises by said complainant prior to said deed of trust, which said sums this defendant insists should be deducted from the amount ^{of said} receipts, should this court deem that an account of said rents & profits be taken.

And this defendant further answering saith that he admits that at the October term of the Circuit Court of said County he received a judgment against said

complainant for the sum of fifteen hundred and thirty five dollars & twenty five cents which said judgment was for the amount due upon said notes after deducting the amount bid for said premises at said sale and same items if set off and payment pleaded by said complainant as defence in said action, and this defendant further answering saith that since the filing of said complainant's Bill to wit on the 29th day of March 1830 said complainant and this defendant settled said judgment and said complainant caused a certain house & lot in the town of Waukegan in said county to be conveyed in fee simple to this defendant for the sum of six hundred dollars and the balance of said judgment to wit the sum of nine hundred dollars was secured to be paid to this defendant by two certain promissory notes of said complainant dated on said day and payable to the defendant one of them in one year and the other in two years from said date the payment of which said notes was secured by a deed of trust bearing even date with said notes given by Jeremiah Howell to one ~~Wm~~^{Volney} P Van Ransselaer upon certain real estate situate in said County.

And this defendant further answering saith that he denies that there is now an open account between ~~him~~ himself and said complainant, and that there is any amount now due said complainant thereon and denies that any portion of that account and charges contained in the bill of particulars filed with said bill of complaint marked schedule B is now due and owing from him to said complainant.

And this defendant further answering charges and insists that all the accounts and demands of said complainant against this defendant were pleaded

in said suit on which said judgment was rendered, and that the same was not withdrawn from the consideration and adjudication of the court on the trial of said cause but that on the contrary they were submitted to and passed upon by the jury in said cause.

And this defendant further answering saith that said Jeremiah Van Ransselaer has no interest in said premises nor any part thereof and has never had any interest therein since the same were purchased by this defendant. And this defendant further answering saith that he admits that said deed of Trust was given and intended as security for the payment of indebtedness, but this defendant denies that the right to redeem said premises was given by law to said complainant and could only be divested by a decree of a court and this defendant expressly charges that by the terms of said deed of Trust a sale made under its powers by Ephraim Treadwell the said Trustee was to be and remain for ever a complete bar both in law and equity against the said complainant and his said wife their heirs or representatives and all persons claiming or to claim by through or under them.

And this defendant further answering saith that he insists that he was rightly entitled to bid at the said sale so made by virtue of said Trust deed, and to become the purchaser of said premises at such sale for his own benefit and that said deed of Trust contained no provisions prohibiting this defendant either in its letter or spirit from becoming such purchaser for his own benefit, and this defendant denies that he holds the title which passed to him by said sale as Trustee for said complainant. And this defendant denies all unlawful combinations & confederacy in said Bill

charged without this that any other matter or thing in said bill contained material or necessary for this defendant to make to make answer in and not herein or hereby well or sufficiently answered unto, confessed or ~~averred~~^{avoided} traversed or denied is true to the knowledge or belief of this defendant.

And this defendant submits to this honorable court that said complainant hath not by his said bill made or stated such a case as doth or ought to entitle him to the relief sought or prayed by said bill against this defendant and hopes that he shall have the same benefit of this defence as if he had demurred to said complainant's Bill.

All which matters and things this defendant is ready to avow and prove as this Honorable Court shall direct; and humbly prays to be herein dismissed with his costs in this behalf.

R. C. Van Rensselaer

W. W. Blodgett

Sol for Deft

And that afterwards to wit; on the twenty first day of July A.D. 1881 the same being a day in the vacation between the June and October terms of said court for the year last aforesaid, Jeremiah J. Van Rensselaer, by W. W. Blodgett his solicitor, filed with the Clerk of said court his answer which is in the words following to wit

"Last County Cir Court
Jeremiah J. Van Rensselaer
and Robert C. Van Rensselaer
ats

Jacob C. Blum

In Chancery



The separate answer of Jeremiah J Van Rensselaer defendant to the bill of complaint of Jacob C Bloom complainant. And this defendant now and at all times saving and reserving to himself all manner of benefit and advantage to the manifold errors and insufficiencies in said bill of complaint contained for answer thereto, or to so much and such parts thereof as this defendant is advised it is material for him to make answer unto; answering saith that he has no interest in the said lands mentioned and described in said complainants bill, and that he has never had or claimed any right title or interest, either legal or equitable therein or in any part thereof. and that he holds no part of said premises either in his own right or as trustee for said defendant J C Van Rensselaer or for any other person, nor has he ever so held the same. And this defendant further answering saith that he has not at any time or times either before or since the filing of said bill of complaint confederated with said defendant J C Van Rensselaer to injure or defraud said complainant in the premises as charged in said bill of complaint. Wherefore this defendant prays to be dismissed with his costs ^{by him} in this behalf wrong fully sustained

M W Blodgett
Sol for Deft

J J Van Rensselaer
by M W Blodgett his atty

And that afterwards, to wit; on the twenty third day of July A D 1851 the same being a day in the vacation last above mentioned the said Jacob C Bloom by his said Solicitors filed with the said Clerk of said Court his replication, which is in the words following, to wit;

" Jacob C Bloom

vs

Robert C Van Ransselaer

& Jeremiah S Van Ransselaer

In Chancery

And the said Complainant for
Replication to the answer of the said defendant Robert C Van
Ransselaer, comes and says, that his said bill of complaint
and the matters therein alleged are true and sufficient in
substance & fact and the said answer of said defendant
thereto to the contrary are untrue & insufficient, & this he
will aver & prove, when & where this Court will or may require
& direct, and the said Complainant prays as in & by his said
bill he hath already prayed &c.

by Morris & Goodrich his

Solrs "

" United States of America

State of Illinois Lake County

vs

Pleas before the Honorable Mark Skinner
presiding Judge of the Cook County
Court of Common Pleas in the State of Illinois
The said Honorable Mark Skinner presiding
by agreement with the Honorable Hugh T
Pickney presiding Judge of the seventh
judicial Circuit in said State in conformity
with the statute in such case made and
provided.

At a Circuit Court for the County of
Lake in said Circuit began and held at
Waukegan in the County aforesaid on the
fourteenth day of October in the year of
Our Lord one thousand eight hundred and
fifty six and of the independence of

the United States the seventy sixth.
Present the Honorable Mark Skinner Judge
aforesaid, Lyman Strague Sheriff of Lake
County

Attest A B Jones Clerk "

And that afterwards, to wit, on the sixteenth day of
October A D 1851 the same being a day of the October term of
said Court for the year last aforesaid, William A Boardman
then acting as justice of the peace in and for the County of
Lake aforesaid, filed with the said Clerk, of said Court dep-
ositions which are in the words and figures following, to wit;

" The Depositions of Harry Hamilton, William Newman
Charles R Logan, Wiram Huggins

Taken before me pursuant to the annexed notice
for the purpose of being used on the trial of a certain
cause in the Lake County Circuit Court wherein Jacob C Bloom
is Complainant and Robert C Van Kersselaer and John J
Van Kersselaer are defendants. -

Harry Hamilton being first duly sworn; To the
interrogat^{ories} ~~ions~~ he answered to him deposeseth and saith

1st interrogatory

What is your age occupation and place of residence

Answer

My age is fifty four occupation a farmer, residence
in Waukegan

2^d interrogatory

Were you one of the Jury at the October term of
the Lake County Circuit Court in the year 1849 on the

Proof by depts

trial of a cause of a suit at law, tried at said term between the defendant Robert C Van Rensselaer as plaintiff and Jacob C Bloom defendant

Answer

I was on a jury in such a cause, some two years ago, don't recollect the exact time, think it was in the fall of 1849.

3^d interrogatory

State if said jury in making up their verdict in said case allowed any set-off or account in favor of said defendant Bloom and if yea, what was the sum or amount of such set-off allowed.

Answer

I think the whole claim of Van Rensselaer was about ^{eighteen} ~~eight~~ hundred dollars, it might be a little more or less, and we (the Jury) reduced it by some set-offs about three hundred dollars as near as I recollect.

4th interrogatory

State if you recollect whether said set-offs were proved by witnesses before the jury or admitted by the plaintiff on the trial

Answer

I should think they were admitted by the plaintiff on the trial, but I do not recollect the items or the nature thereof

Harry Hamilton

William Newman being first duly sworn. To the

38 interrogatories propounded to him deposite and oath.

1st Interrogatory.

What is your age occupation and place of residence?

Answer

My age is thirty seven years, occupation a farmer
reside in Van Rigan

2^d interrogatory

Were you one of the jury at the October term of the
Lath County Circuit Court in the year 1849 on the trial
of a suit at law tried at said term between the defendant
Robert C Van Rensselaer as plaintiff and Jacob C Bloom
defendant?

Answer

Yes I suppose I was on that trial, at that time
as one of the jury.

3^d Interrogatory

State if said jury in making up their verdict in
said Cause allowed any sett offs or account in favor of said
defendant Bloom, and if Yea, what was the amount of such
sett off allowed?

Answer

According to my recollection there was three prom-
isary notes declared on in favor of ^{said} Robert C Van Rensselaer
and against ^{said} Jacob C Bloom, of the amount of about eight
hundred dollars each and a small note of some 100 dollars
and on these notes was interest cast for some years, dont
recollect how long, all amounting to about somewhere between

twenty four and twenty five hundred dollars; cannot recollect the exact sum, then there was receipts, or something handed in to offset the notes, or it might be, there was indorsements on the notes, cannot recollect which it was. That reduced the claim on the notes down to about eighteen hundred dollars. On the trial Mr Bloom claimed further offsets, cannot recollect what they all were; one thing I recollect. He claimed as an offset, an office building, or an office built, or something of that kind. I think that Bloom tried to prove something about this office, but could not, and it was then admitted by Mr Hoyt Van Rensselaers attorney. The offsets we (the jury) allowed (besides the receipts or indorsements on the notes referred to) were between three and four hundred dollars, or three hundred and fifty dollars I should think.

3^d interrogatory

State if you recollect any of the items aside from the building of said office, which were included in said set-off, of three hundred and fifty dollars or thereabouts?

Answer

I do not recollect.

4th interrogatory

Were any of the defendants set-offs, which went to make up said sum of three hundred and fifty dollars or thereabouts proved to the jury, or were they admitted on the trial by the plaintiff, and if you say they were admitted, then answer whether the jury did or did not allow in their verdict the items of set-off the plaintiff admitted?

Answer

I had got the impression from what I ^{can} recollect that part or some part was proven and the remainder admitted by the Plaintiff, all that was admitted was allowed.

Wm C Newman

Charles R Logan being first duly sworn, To the interrogatories propounded to him deposeth and saith.

1st interrogatory

What is your age occupation and place of residence?

Answer

My age is thirty one my occupation a farmer. my residence in Lake County Illinois.

2^d Interrogatory second

Were you one of the jury at the October term of the Lake County Circuit Court in the year 1849 on the trial of a suit at law, tried at said term between the defendant Robert C Van Rensselaer as plaintiff and Jacob C Bloom defendant?

Answer

I was.

Interrogatory 3^d

State if said jury, in making up their verdict in said cause allowed any setoffs or account in favor of said defendant Bloom & if yea, what was the amount of such setoffs allowed, and of what did such setoffs consist?

Answer

There were setoffs allowed I think to the amount of

some three hundred dollars, cannot be particular as to the amount of set-offs. I cannot recollect all the items nor what they were. I can recollect one item for building an office, and then was a deficiency of some Brandy and some Lin in a bill of Goods sold by Van Rensselaer to Bloom which the jury allowed to offset on the Notes and also some cash items, the amount of which I cannot recollect.

14th Interrogatory

State if you recollect whether such set-offs were sworn by witnesses or admitted by the Plaintiff on the trial of said cause

Answer

As near as I can recollect the building of the office was admitted by Counsel for Van Rensselaer. The deficiencies on the Bill of Goods was sworn by a Clerk of B. Plums, a Mr. Loveredge I think. The Cash items I think were admitted by Hoyt Counsel for Van Rensselaer. As far as the Counsel for Bloom refused to receive the admissions made by the Counsel for Van Rensselaer, But the Jury allowed them. The Jury were disposed to favor Bloom, all they could and allowed the admissions.

Interrogatory 5th

State if you recollect, whether the set-offs claimed by the defendant Bloom, were before the Jury when they made their computation, and if the same or a greater portion thereof were not allowed said Bloom as set-offs

Answer

I cannot recollect whether there was a bill of particulars or account before the Jury or not, but a

greater portion of Mr. Bloom's claim was allowed.

Interrogatory 6th

Were the claims allowed Bloom as stated in your answer to the last interrogatory set off on said note of Van Rensselaer against Bloom in the suit before mentioned.

Answer

They were

Cross Interrogatories. By Plaintiffs Counsel

Interrogatory 1st

Do you not recollect that Judge Dickney excluded from the consideration of the jury, the defendant Bloom's set off in said suit at law?

The above question objected to by Def^t. Counsel.

Answer

I recollect that Mr. Seale wished to introduce some accounts or claims that Mr. Bloom had against Mr. Van Rensselaer, and Judge Dickney would not permit it.

Cross Interrogatory 2^d.

Do you recollect what the accounts or demands claimed by Bloom as set off ^{consisted} of?

I recollect nothing more than what I have stated. I cannot particularize any other items than as I have mentioned.

Interrogatories by Defendants Counsel.

Interrogatory 1st

Did the Jury or did they not allow any items of account or claim of the said Plom as set off, which were excluded by Judge Pickney on the trial of said cause

Answer

I think they did

Cross Interrogatory by Plaintiff Counsel

Cross Interrogatory 1st

What item of the defendant Plom's account did the jury allow that was excluded by Judge Pickney?

Answer

I think the items of cash, I am not shure in regard to the office.

Cross Interrogatory 2^d

How many items of cash?

Answer

I do not recollect.

Cross Interrogatory 3

What amount of cash did you allow that was excluded by Judge Pickney?

Answer

I do not recollect.

Cross Interrogatory 4th

How many items of Plom's account or claim was

44 excluded by Judge Pickett from the consideration of the
jury

Answer

I do not know

Question by Defendants Counsel

Interrogatory 1st

Were you foreman of the jury, that tried said cause
of Van Rensselaer against Bloom above spoken of.

Answer

I was.

Charles W Logan

Hiram Huggins being first duly sworn, to the interrogatories
propounded to him deposes and says.

1st interrogatory

What is your age, occupation and place of residence

Answer

Age 53 occupation yeoman residence Hankigan

2^d Interrogatory

Are you acquainted with the parties mentioned in
the caption of these depositions, and if yea, how long.

Answer

I have been acquainted with two of the parties R.C.
Van Rensselaer & Jacob Bloom for six years, and with
J. J. Van Rensselaer about 3 years

3 Interrogatory

Are you acquainted with Elmsley Sunderlin of the
Town of Van Rensselaer

Answer

Yes

14th Interrogatory

State if you know of said Sunderlin making a tender to said defendant Robert C Van Rensselaer of the amount of said Van Rensselaers bid upon the premises mentioned in Complainants Bill at the sale thereof set forth in said bill, and also state all that you heard said Sunderlin say at or about the time of said tender in relation to his object in making said tender. (This 14th interrogatory objected to by the the Complainants Counsel)

Answer

Of my own knowledge I know nothing in regard to his (Sunderlin) making the tender; in a conversation with Mr Sunderlin shortly after the reported tender, I think it in the evening of the same day. Mr Sunderlin said in a conversation with the defendant in effect. That he had made the tender of his own volition without having been authorized or instructed to do so by any body, and gave as a reason a disposition to annoy Mr Van Rensselaer.

(The above last interrogatory and answer objected to by the Complainants Counsel).

3rd Interrogatory

State what said Sunderlin, said in said conversation in regard to whether, he should have paid said money to Defendant Robert C Van Rensselaer if defendant had offered to receive the same when tendered.

(Interrogatory objected to)

Answer

I do not recollect

Hiram Huggins

Lake Co Court

State of Illinois

Lake County



vs

Jacob C Bloom

vs

Rt C & John J Van Rensselaer

I William A Boardman County Judge of said County and acting Justice of the Peace, do hereby certify that the foregoing Depositions were taken before me at the instance of the defendants in said Cause agreeably to the annexed Notice to be used as testimony in said Cause on the hearing thereof in the Lake County Circuit Court. That Counsel for both parties were in attendance in taking this testimony. That each of the Witnesses, in the foregoing several depositions were duly sworn before me, before being interrogated and that each subscribed his name to the respective deposition by him given in my presence, & before me, and that each deposition was carefully read ^{over} by me to the witness subscribing the same, and previous thereto.

Given under my hand and seal this 11 October

1851

My fees

\$3.50

William A Boardman 

acting Justice of the Peace "

And to which said depositions was annexed at the time when the same were so as aforesaid filed with the said clerk of said Court a notice which is in the words and figures following to wit

Robert C Van Rensselaer &
John A Van Rensselaer

ad^s

Jacob C Bloom

In Chancery
Lake County Court



To the above named Plaintiff or his attorneys
Morris & Goodrich

You will take notice that on the twenty ninth day of September A.D. 1851 I shall proceed to take the testimony of Harry Hamilton, Hiram Penniman, William Newman, Benjamin J. Cook, Charles Logan, Robert Volbeck, Nathaniel Martin, Jonathan Wood, Eliza Hubbard, John W. Wells, Theodore Thayer & ~~W. H. Warner~~ Levi Lovendge, Peter Butler, Hiram Huginin, Ruben P. Dodge, Henry Weaver, Augustus B. Cotes, Henry W. Blodgett, Rastus Gray & Volker C. Van Rensselaer before William A. Boardman a Justice of the Peace in & for the County of Lake between the hours of 10 o'clock A.M. & four o'clock P.M. To be continued from day to day until taken, to be used when taken on the trial of the above entitled cause.

H. W. Blodgett

Manitowish Sept 13th 1851

Deft Sol. "

And on the back of which said notice was an indorsement at the time when the same was so as aforesaid filed, which is in the words and figures following to wit;

" We admit service of a copy of the within notice this 17th day of Sept A.D. 1851

Morris & Goodrich

Com. Sol. "

All of which said depositions and notice at the time when they were so as aforesaid filed, were duly enclosed and sealed up, and had indorsements thereon, which are in the words

48 following, to wit,

"To the Clerk of the Lake County Circuit Court Menominee"

"Robert C Van Rensselaer & John J Van Rensselaer. Ad:
Jacob C Bloom."

"Depositions taken pursuant to Notice before W A Boardman
acting Justice of Peace."

And which said depositions were afterwards opened by
permission of the said Court, the Clerk thereof having before opening
the same made an endorsement thereon, which is in the words
and figures following to wit

"Opened by leave of Court this 16th day of October 1851
A B Cotes Clerk"

And that afterwards to wit on the eighteenth day of
October A D 1851 the same being also a day of the October
term of said Court for the year last aforesaid. Proceedings were
had in said Court which are entered of record in the words
and figure following to wit

"Jacob C Bloom

q

vs

Robert C Van Rensselaer and
Jeremiah Van Rensselaer



Bill

. Now comes said Complainant by Smith
her Solicitor and said defendants by Blodgett then solicitor also
comes, and on motion of said defendants it is ordered that the
proofs in this cause be closed by the first day of January
next"

United States of America
 State of Illinois Lake County  

Please be fore the Honorable Hugh
 T. Dicksey Judge of the seventh judicial Circuit
 of the State of Illinois.

At a special term of a Circuit
 Court for the County of Lake, in said Circuit
 began and held at Wan Kegan in said County
 on the ninth day of March in the year of
 our Lord One thousand eight hundred and
 fifty two and of the Independence of the
 United States the seventy sixth.

Said Term of Court being held pur-
 suant to a special order of the Honorable Hugh
 T. Dicksey Judge of the seventh judicial Circuit
 of said State and presiding Judge of the Circuit
 Court of Lake County aforesaid, bearing date
 on the twenty first day of January A.D.
 1852, and calling said special term to commence
 on the eighth day of March in the year last
 aforesaid, for the trial, hearing and determination
 of all pleas that may be depending in said
 Court, Civil Criminal and Chancery, due notice
 of said special term having been given by the
 Sheriff of said County according to the Statute
 in such Case made and provided.

Present the Honorable Hugh T. Dicksey
 Judge aforesaid, Lyman Sprague Sheriff of
 Lake County. Henry W. Wadgitt States
 Attorney Pro tem here

Attest A. B. Cotes Clerk "

And that afterwards to wit on the eighteenth day of March

1st 1852 the same being a day of the March special term of said Court for the year last aforesaid, proceedings were had in said Court which are entered of record in the words and figure following to wit

"Jacob C Bloom

7

vs

Robert C Van Rensselaer and
Jeremiah Van Rensselaer



Bill

Now comes said Com. Plaintiff by Morris his solicitor and the said defendants by Rodgett their solicitor, and by their agreement it is agreed that the argument of this Cause be heard by the Court in vacation at his Chambers in the City of Chicago."

"United States of America

State of Illinois Lake County



vs

Pleas before the Honorable Hugh J. Dicksey Judge of the seventh Judicial Circuit of the State of Illinois

At a special term of a Circuit Court for the County of Lake in said Circuit began and held at Waukegan in said County on the twenty first day of March in the year of our Lord one thousand eight hundred and fifty three and of the independence of the United States the seventy seventh.

Said Term of Court being held pursuant to a special order of the Honorable Hugh J. Dicksey, judge of the seventh judicial Circuit of said state and presiding Judge of the Circuit Court of Lake County aforesaid, bearing date on the twenty seventh day of February

A.D. 1853 and calling said special term to commence on the twenty first day of March A.D. 1853 for the trial, hearing and determination of all pleas that may be depending in said Court, Civil, Criminal and Chancery, due notice of said special term having been given by the Sheriff of said County according to the Statute in such case made and provided.

Present the Honorable Hugh J. Perkey,
Judge. Daniel M. Shroy State attorney
Augustus Granger Sheriff of Lake County
Attest A. B. Coter Clerk "

And that afterwards, to-wit. on the twenty fifth day of March A.D. 1853 the same being a day of the March Special term of said Court for the year last aforesaid, depositions duly enclosed, sealed up and directed to the Clerk of said Court and having the words following to-wit. "Jacob C. Bloom v Robert C. Van Rensselaer & J. J. Van Rensselaer" indorsed thereon were filed with the Clerk of said Court and which said depositions are in the words and figures following to-wit. "

Proof of Complaint

Deposition of Elnsley Sunderlin of Lake County State of Illinois a witness aged above forty years produced, sworn, and examined before me James H. Trader a Justice of the peace in & for said county at my office in Waukegan on the 23^d day of July A.D. 1857 in pursuance of the annexed notice for taking depositions which said deposition is to be used and read as evidence on the trial of a certain suit now pending and undetermined in the Lake County Circuit Court on the Chancery side thereof wherein Jacob C. Bloom is complainant and Robert C. Van Rensselaer & J. Van Rensselaer are defendants on the part of said Complainant. The following direct & cross interrogatories put by Morris V. Goodrich Solicitors for Compt. and Blodgett & Winton Sols for defts.

Question 1st What is your age occupation and place of residence.

Answer My place of residence is at Waukegan Lake County Illinois my age over forty years

Q 2^d Were you present at the sale of real estate described in the pleadings in this cause made by Ephraim Treadwell to the defendant Robert C. Van Rensselaer on or about the 19th of May A.D. 1847 under a Trust Deed of the Complainant if so state who all were present besides yourself.

Answer I was present at the sale also E. W. Hoyt Arthur Patterson Samuel Mc. Doust and Nathaniel P. Doust Mr. Van Rensselaer, Mr. Treadwell and some others whose names I do not now recollect

Q 3^d State what if any thing was said at or before the sale was made as to whether the lands were redeemable or not & if so state all that was said and by whom said. and the time when said

Answer I know that the opinion of Mr. E. W. Hoyt was given there, his talk was while the sale was progressing. I think that the opinion of

Mr Hoyt at the time was that it was the same as a mortgage, that the land would be redeemable at ten per cent. What made me pay attention to what was said I was bidding on the land, Arthur Patterson and the Doves, Mr Hoyt, Van Rensselaer and Mr Sreadwell were present and discussing the question, it was in the hearing of Van Rensselaer he was walking backwards & forwards with Mr Hoyt and talking about it. Doves took me into the room and showed me the Statute, and gave it as their opinion that the land could be redeemed. I cannot state every thing that was said.

Q 4 State whether the defendant Robert C. Van Rensselaer did or not take part in the discussion of the right of redemption of said lands at that time

Answer I could not state any thing that he said, but I think he was talking with them.

Q 5th Do you know whether he did either approve or disapprove of the opinion given by said Hoyt at the time of that discussion

Answer I do not know

Q 6th State what was the reputation of said Hoyt as a Lawyer in this community at that time and whether he was or not the attorney of the said defendant Robert C. Van Rensselaer at the time (objected to)

Answer I think the ^{reputation} ~~reputations~~ of Hoyt was that he was the smartest Lawyer here at that time, or as good as any, they took his opinion for counsel I think he was the attorney for Van Rensselaer at the time.

Q 7 State whether you went to the sale for the purpose of buying the lands or not, and if so state why you did not purchase the same.

Answer I went there with the intention of buying, the opinions that were given there that it was redeemable, decided me not to bid any more. I did not want to pay out any money at ten per cent

Question 8 State what money was worth here at the time.
(Objected to)

Answer Money at that time was worth from three to four per cent a month

Q 9 Did you give any reason to any one present at the sale why you would not bid any more, and if so state what and to whom said.
(Objected to)

Answer I do not recollect

Q 10 State what you would have bid or given that day for said lands, had you not been prevented from buying by reason of the opinions given of the lands being redeemable (Objected to).

Ans I had no fixed price when I went there. I should probably have bid more than I did but how much I can not say, and paid more for the lands than they were sold for, had it not been for the opinions given

Q 11 State Whose opinions prevented you from bidding more.
(Objected to)

It was the opinion of the Dorses, Patterson & Hoyt.

Q 12 Did any person hold a contrary opinion at that sale and if so state who it was (Objected to)

Answer I don't recollect of any

Q 13 State what the land was worth at that time in your opinion (Objected to)

Answer About twenty five hundred Dollars

Q 14 What were they worth on the 9th of June 1845 and what were they worth on the 21st of January 1850 (Objected to)

Answer Probably if the house was built (I don't know but what it was) it would be worth between eighteen hundred to two thousand dollars if the house were not built it would be worth two or three hundred dollars less. In January 21st 1850 the property was worth thirty five hundred dollars or more, these valuations are cash valuations.

Question 15. State what if any tender you know was made by the complainant or any one for him to the defendant Robert C. Van Rensselaer of the purchase money of this sale aforesaid & if so state the amount time & place.

Answer In the month of May or June cannot state which eighteen hundred & forty eight I went to Mr Van Rensselaer's office in Waukegan and made a tender of fifteen hundred & thirty three dollars in gold which was to pay the claims that he Van Rensselaer had upon that land. I think I stated to him that the money was sent from Southport to pay up that demand. I think I stated to him that Mr Bloomer's brother sent it.

Question 16 State all that was said by Defendant and yourself at the time of the tender aforesaid, and whether he received it.

Answer He either said that the papers were at the Court House, or that they were in his Lawyer's hands, and my impression is that he said he would not do any thing about it. I gave the money to Mr Winkston and he counted it in the presence of the defendant, and he said he would not take it.

Question 17 State whether you have the money on hand ready to pay for the land or not (objected to)

Answer I have the money ready, if they are not the same pieces they are larger ones

Question 18 State what Mr E. W. Hoyle's opinion was as to whether the land in question was redeemable from the sale then making & if you can't give his language give the substance of what he said

Answer I think the question was raised about that sale and it was his opinion the land was redeemable from that sale

Cross examined }
by deff

Question 1st Did Mr Hoyle state at the time of the sale what he meant by the premises being redeemable, or define the same in which he used the word redemption.

Answer I could not tell

[12220-22]

Question 2 Did Mr Hoyle at said time state that said premises could be

redeemed in twelve months by paying the amount bid & ten per cent, or did he only state that it was his opinion the sale was of the same effect as though made under a mortgage.

Answer

I don't think that he said that the premises could be redeemed in 12 months by paying ten per cent. I understood him to say that the land could be redeemed from that sale the same as from a mortgage.

Question 3

Of what denomination were the gold pieces or the most of them which you say you tendered to the debt in May A.D. 1848 describe them as particularly as you can.

Answer

The principal part were half eagles and quarter eagles there might have been some porceins.

Question 4

What did you do with said money after said tender and where is the same now.

Answer

I put it in my safe at home I have part of it now, and part of it I exchanged for twenty dollar gold pieces, and have it at home.

Question 5th

How large a part of said money have you exchanged

Answer

I should think probably one thousand dollars may be more.

Question 6th

From whom did you receive said money, and at whose request, and for whose benefit did you make said tender.

Answer

I received it from divers persons I cannot tell of whom I

received it. I don't know as I was requested by any one at that time to make the tender. Mer Bloom called on me some time before to get money to redeem the land. I told him he probably could have it. I told him I had it. I don't know as I stated to Van Rensselaer for whose benefit I made the tender. I called on him and told him that I had come to pay up his claim on the land. no one requested me to make the tender. Bloom told me he wanted the money to redeem the land; if defendant had taken it, it would have been for Bloom's benefit I suppose.

Question 7 Did you at the time of making said tender set said money apart and keep it separate from your other money, or did you return & mix it with the rest of your money.

Answer I returned the money in a shot bag and kept it separate until I exchanged some, then I put it with my other money. I did not keep it separate long. don't know how long. I did not put it away to keep it separate on account of the tender. I have that amount on hand from the time the tender was made and have now the amount in gold ready to pay for the land when the deed of the same shall be made out.

Direct examination }
 resumed }

Question 1st Will you please state whether any one and who at any time requested you either to tender or pay the amount of said sale & ten per cent to the defendant or not.

Answer Shortly after I made the tender I saw Mer Bloom the plaintiff I told him that I had made a tender to Mer Van Rensselaer of fifteen hundred & thirty three dollars to redeem his land.

he said he was glad if he would pay me satisfactory interest for the money (Answer objected to)

Qust 2^d State if you know where the complainant resided in the Spring of A.D. 1848 when you made said tender as above stated.

Answer I supposed he was then living in Southport, I was up there before the tender was made, and he was then living there and I supposed from that that he was still residing there at the time of the tender but I do not know.
Elmsley Sunderland

State of Illinois } ss. J. James M. Trader a Justice of the peace in
Lake County } and for said county, do hereby certify that
the foregoing deposition of Elmsley Sunderland was sworn to
and by him subscribed before me at my office in Waukegan
on the 23^d day of July A.D. 1851 and was taken at the place
aforesaid.

Given under my hand and seal this 23rd day of
July A.D. 1851

James M. Trader J.P.

The deposition of Lorenzo Wilkinson of Lake County State of Illinois a witness aged thirty two, produced and sworn & examined before me James M. Trader a Justice of the peace for said county at my office in Waukegan on the 23^d day of July A.D. 1851 in pursuance of the annexed notice for taking depositions, which said deposition is to be used and read in evidence on the trial of a certain suit now pending & undetermined in the Lake County Circuit Court on the Chancery side thereof wherein Jacob C. Bloom is complainant and R. C. Van Rensselaer and J. Van Rensselaer are defendants on the part of said complaint

Lorenzo Hinckston produced & sworn in behalf of the complainant to be used as evidence in above case in the caption of the foregoing depositions of Edmund Sunderland mentioned says as follows, to wit,

Q 1 What is your age, and where do you reside

Answer My age is thirty two and I reside in Waukegan

Question 2 State what if any thing you know of any tender of money made by the said Complainant or any one for him to the defendant R. C. Van Kessel. State the amount tendered if any & the time when & for what purpose the tender was made (objected to)

Answer I went with Edmund Sunderland to Mr Van Kessels office cannot state the exact time it was after October A.D. 1847 and before the middle of May 1848, for the purpose of tendering some money to Mr Van Kessel. Mr Sunderland stated to Van Kessel that he had come to tender some money to him for Mr Bloom on that land or that property Van Kessel said that he couldnt take it. I cannot remember what his objection was the money was counted out to him and Sunderland said there it was ready for him. Sunderland asked me to count it for him, which I did, there was fifteen hundred & odd dollars cannot remember how much it was in gold. Sunderland then took the money.

Quest 3 Do you know the lands in question and if so state what they were worth in June A.D. 1845 and May A.D. 1847 and January A.D. 1850 (objected to)

Answer I do, in my opinion they were worth in June 1845 from fifteen hundred to sixteen hundred dollars, in May A.D. 1847 I

should think they were worth twenty five hundred dollars.
 In January N.Y. 1850 I should consider them worth three
 thousand dollars not over that
 kept examined by }
 Gifts Council

Question 1 X For whom did Sunderlin state at the time of the tender you have
 spoken of that said tender was made for, & in what kind of coin
 was it

Answer He said that it was made for Mrs Bloom. It was gold coin
 I think the largest portion was five dollar pieces & smaller pieces
 dont recollect.

Q 2 Did he not state that said tender was made for a man in
 Southport.

Answer I think he said that it was made for a man in Southport I am
 mistaken in regard to his saying it was Mrs Bloom. I think
 he did not use Mrs Blooms name.

Question 3 Did not said Van Rensselaer asked said Sunderlin the
 question in whose behalf said tender was made or for whom
 he tendered the money, if ya what was Sunderlins reply

Answer I think he did, and Sunderlin said for a man in Southport
 this is the best of my recollection

Question 4 Did not said Van Rensselaer ask said Sunderlin if said tender
 was made in behalf of J. C. Bloom, if ya what was his
 reply.

Answer Not that I recollect of

Question 5 Did you have any conversation with said Sunderlin at the time of said tender in regard to the object for which the same was made

Answer I did not more than he said he did it to bother Waw & glad that he did not take the money.

Question 6 Did said Sunderlin at the time of said tender state the name of any person in Southport or elsewhere in whose behalf the tender was made.

Answer I think he said a man in Southport
Direct examination }
resumed

Question 1st Will you please state whether you are certain that at the time of the tender aforesaid said Sunderlin said he made the tender for a man in Southport, or that he received the money from a man in Southport which he was tendering please state which was the expression ^{used} ~~and~~ at the time

Answer I think he said he made it for a man in Southport.

Question 2^d State if you know when the complainant was living at the time of the tender aforesaid (objected to)

Answer I do not of my own knowledge know where he lived but I heard he was living in Southport (Answer objected to)
Cross examination }
resumed

Question 1st Did you at the time of said tender or when coming from or going to the office for that purpose have any conversation with said

Sunderlin in regard to whether he should have paid the money so tendered to Van Rensselaer if he had offered to accept it, if so please state said conversation (object to)

Answer

After we came from the office and was walking away Sunderlin said he was damn glad that Van didn't take the money and if he had been smart he would have taken it.

L. Hinkston

State of Illinois } I, James M. Tracer a Justice of the Peace
Lake County } in and for said County, do hereby certify
that the foregoing deposition of Lorenzo Hinkston was taken
before me at my office in Waukegan on the 23^d day of
July A.D. 1851, and that the same was sworn to and
subscribed by said Lorenzo Hinkston as his deposition

Given under my hand & seal this 23^d day of July A.D. 1851
James M. Tracer J. P.

Nathaniel P. Vost produced & sworn in behalf of the complainant to be used as evidence in the above case in the caption of the foregoing depositions of Elusly Sunderlin mentioned says as follows, to wit,

Question 1st What is your age and where do you reside

Answer My age is thirty five years. I reside in Waukegan

Question 2nd Do you know the lands in question in this suit

Answer I do.

Question 3rd Were you present at the sale made in 1847 by Ephraim Traxwell to the defendant R. G. Van Rensselaer on a trust deed of Complainant,

Answer

I was present

Question 4th

State what opinion if any was given by E. W. Hoyt the Attorney of the said Defendant as to the effect of the sale, and whether any one stopped bidding thereon, by reason thereof and who it was & all that was said about the right to redeem the same & by whom said.

Answer

While the sale was going on there was a discussion as to whether the land sold was redeemable. I understood it to be Mr Hoyt's opinion that it was. I understood it by what he said and by what he acted, but cannot give his words. I gave an opinion the same as Mr Hoyt that it was subject to redemption, those opinions were expressed in the presence and hearing of Mr Van Rensselaer. I don't remember that I either heard Van Rensselaer dissent or assent. Mr Sunderlin had bid if I remember previous to that he came to me and said that he wanted to see the land referred to by Mr Hoyt, this was in the hall in the presence of defendant I think I showed it to him. I showed him Sec 12 Chapter 24 Page 105 of the revised statutes of this State and I think he stopped bidding after that time.

Quest 5th

State who if any gave a contrary opinion to that given by Mr Hoyt, on the subject of the right to redeem from said sale

Answer

I did not hear there anyone give a contrary opinion, but it was said that some one had given a different opinion and that was the way the discussion came up.

Quest 6th

Were you then either a lawyer in practice or theory

Answer

I was not.

Question ⁶⁶ 7

If you know state what was the standing of E. W. Hoyt in this community for legal learning and ability in his profession as a lawyer at that time

Answer

He was second to none, he was so considered.

(objected to)

Cross examined

by depts counsel

Question 1

Did any other person except yourself and Mr Hoyt give an opinion at the time of said sale as to whether said lands were redeemable. if ya. state who those persons were.

Answer

I should say my brother did, but I don't remember any body else

Question 2

When was E. W. Hoyt and the defendant Van Rensselaer at the time Sunderland asked you to show him the law in regard to said question, and if they heard said request.

Answer

They were in the hall of the Court House I should think they both heard it. I think that Hoyt went into the Records office with me. I don't know whether Van Rensselaer went or not (my attention was more called to Hoyt than Van Rensselaer).

2 3^d

Did Mr Hoyt point out or refer specifically to the statute you have referred to in your direct examination

Answer

I don't remember that I heard Hoyt say any thing about the statute, but Sunderland said he Hoyt had referred to such a statute and wanted me to show it to him. We went to the Records office and while we were looking

it up Hoyt I think was by and pointed to that section of the statute I have referred to.

Question 4th Did not said Hoyt if he gave any opinion upon the effect of said sale and the instrument by virtue of which it was made, state that it was his opinion that said instrument was in the nature of a mortgage, and that Bloom would have the same right to redeem that he would have if the sale was made by virtue of a mortgage, and did he state any other or different opinion than that

Answer I should think that that was what he stated, the idea that I got from what he said was that the land sold then was subject to redemption the same as under a mortgage

Question 5 In what business were you engaged at the time of said sale, or what office did you hold.

Answer I think I was writing up books in the Recorder's office, I might have been Probate Justice at the time, I think now that I was Probate Justice at that time

Question 6th Did Sunderlin state that he was satisfied that there would be a right of redemption from said sale after examining the statute as you have stated, and did he bid on said lands after said examination

Answer I don't remember that he said that he was satisfied but said he did not want to buy land that was subject to redemption & I think he did not bid after that time, I won't be certain, he said then he would not bid any more,

Question 1 If you know state what money was worth at Waukegan at the time of the sale in May A.D. 1847

Answer It was worth generally from twenty five to thirty per cent. I should think that most of the loans was thirty six per cent.

Quest 2 What did you mean by redemption of sale under a mortgage in your answer to the 4th Cross interrogatory, a sale made under a power in a mortgage, or a sale by execution or decree for sale of mortgage premises under our statute

Answer The only idea that I got was a redemption under the statute, the same as a sale under an execution. I don't mean to say what Mr Hoyt's meaning was, I knew then no other right of redemption, and the redemption mentioned I understood was the twelve & fifteen months given by the statute.

Question 3^d Did Mr Hoyt give you & Sunderland to understand at the time of said sale that the land in question was or not redeemable from such sale

Answer From what he stated I understood that it was his opinion that said land was redeemable from such sale

Cross examination }
resumed

Quest 1

Did said E. W. Hoyt define or state at the time of said sale what he meant by the right of redemption which it was his opinion attached to said premises whether the same was a statutory right, or the equity of redemption

Answer I don't think he did

Question 2 Did said E W Hoyt state at the time of said sale that said Bloom would have an unquestionable right to redeem said premises, or only that it was an open question, and that it was his Hoyt's opinion that the right of redemption was incident to the sale

Answer I understood from what he said that it was a question whether the sale then being made was an absolute sale, or subject to redemption, and that on that question it was his opinion that it was subject to redemption

Nathl. P. Dorst

State of Illinois } ss. I Jas. H. Tracer a Justice of the peace in & for
Lake County } said county do hereby certify that the foregoing
deposition of Nathaniel P. Dorst was taken before me at my office
in Waukegan on the 23^d day of July A.D. 1851. and that the same
was sworn to and subscribed by him as his deposition. Given
under my hand & seal this 23^d day of July A.D. 1851.

James H. Tracer J. P.

Amos S. Waterman produced and sworn in behalf of the complainant
and to be used as evidence in the above case in the Caption of
the foregoing deposition of Elnesley Sunderland mentioned says
as follows, to wit.

Question 1 What is your age, and place of residence.

Answer My age is twenty nine years, and place of residence Waukegan

Question 2 State what if any thing you know of the Complainants putting
up or finishing any building for the defendant and state what
it was, and what was to be paid for the same

Answer ⁷⁰

Yes I do. Know that complainant built a building for the defendant the office which the defendant now occupies as an office for which defendant was to pay complainant one hundred and sixty five dollars. I cannot be positive as to the amount it will not vary far from that.

Exps examined

by deffe

Quest 1

At what time was the contract for putting up this office made and at what time was the work done.

Ans.

The contract was made and work done in the spring of forty ~~six~~ seven.

Question 2

What kind of a building was the complainant to put up for the defendant by the terms of the contract under which said work was done, and in what manner was the work to be performed

Answer

I cannot tell the exact size that the office was to be built. the work was to be done in a workmanlike manner. I think there were some particular specifications but what they were I do not recollect.

Question 3

Was there any thing in said contract about a cornice upon any part of said building, if so, what

Answer

I cannot now recollect in reference to that, whether there was or not.

Quest 4

Was any other building referred to as a standard for the style in which said building was to be finished if so what building was it.

Robert C. Van Rensselaer

To Jacob C. Bloom

Dr

1845	July 10 th	To Cash	10.00
		" interest up to Oct 10 th 1849	4.08
"	" 15	" Cash	20.00
		" interest on same to Oct 10 th 1849	5.08
"	Sept 5	" Cash	18.00
		" interest on same up to Oct 10 th 1849	4.43
"	Oct 10 th	" Cash	10.00
		" interest on same up to Oct 10 th 1849	2.40
"	Oct 11 th	" Cash	50.00
		" interest on same up to Oct 11 th 1849	12.00
"	Nov 13 th	" Cash	50.00
		" interest on same to Oct 10 th 1849	11.72
"	" 17 th	" Cash paid bill of house &c	12.00
		" interest on same to Oct 10 th 1849	2.80
"	" 24	" Cash	27.00
		" interest on same to Oct 10 th 1849	6.27
			\$235.78
1845	Aug 27	To Cash	\$25.00
		" interest on same up to Oct 10 th 1849	6.17
"	Dec 11	" Cash	125.00
		" interest on same to Oct 11 th 1849	28.75
1846	May 8 th	" tax water \$100 each	1
1847	May 19 th	" Cash on sale of premises upon trust deed	1355.00

1846	"	27 th	To one pitcher & wash bowl	1.50
"	"	"	" lamp	.50
"	"	"	" Cash	5.00
	"	"	" interest on same up to 12 th Oct 1849.	1.05
1846	June	18 th	To building office	\$ 16.5.00
	"	"	" interest on same up to 11 th Oct 1849	21.10
1845	"	"	" use of horse two weeks at 75 cents per day	15.75
	"	"	" int on same	2.25

Cash " B "

Answer I dont think that there was. I dont think that there was any building in the town refered to as a standard at that time
Amos S. Waterman

State of Illinois } J. James H. Trader a Justice of
Lake County }

The peace in and for said County do hereby certify that the foregoing deposition of Amos S. Waterman was taken before me at my office in Waukegan (the parties in the above suit waiving notice) on the 24th day of July A.D. 1881, and that the same was sworn to and by him subscribed as his deposition.

Given under my hand & seal this 24th of July A.D. 1881.

James H. Trader J. P.

William S. Seale produced and sworn in behalf of the complainant, to be used as evidence in the above case in the captioned ~~captioned~~ ~~the foregoing deposition~~ ~~caption of the foregoing deposition~~ of Emile Sandelin mentioned says as follows to wit

Question

State what if any thing you know of the items, contained in the exhibit marked (B) and hereto attached and shown to you filed with the bill in this cause, or any of them and which of them were withdrawn from the consideration of the Jury in the trial in the Circuit Court of this County in the case of Robert C. Van Rensselaer against Jacob C. Plom, brought for the recovery on the notes mentioned in the pleadings in this case

Answer

The filendings items on said exhibit marked with a pencil mark with a cross at the end were not submitted to the jury upon the trial of said cause to my knowledge, there is but one item on said exhibit which was then submitted to the jury and that is under date of May 19th 1847 and is as follows "cash on sale of premises 11 Pon trust deed one thousand three hundred & fifty five dollars."

Quest 6

State why the said items were excluded from the consideration of the Jury & at whose instance. (objected to)

Answer

The items were sought to be given in evidence by the defendant Plom in that suit and objected to on the part of defendants Counsel, for the reason that the plea in said cause was not ~~sufficiently~~ sufficiently broad to admit perempt said defendant Jacob C Plom to give said items in evidence as matters of defence to said action which said objection was sustained by the Court, and the said defendant excluded from giving said items in evidence under said plea

Quest 7

State how you came to know those matters, testified to you by you

Answer

I was one of the attorneys of the said Jacob C Plom in the trial of said cause, and was present and assisted on the trial of said cause.

Cross examined by dft Counsel.

Do you mean to be understood as testifying that none of the items in said exhibit (B) were submitted to and passed upon by the jury on the trial of said Cause before mentioned by you except the thirteen hundred and fifty five dollar item.

Answer

It is my best impression and belief that none of them were except said item.

Question D.

Did not the Court upon objection raised to the admissibility of said items decide that the Cash items in said account were admissible under the general issue as evidence of payment of the notes upon which said suit was brought, and were not some receipts for said Cash payments then offered as evidence and admitted by the Court.

Answer

I do not know whether the Court so decided or not or whether the Court was ~~asked~~ the question was raised before the Court or not. I do not know whether any cash receipts were offered or not. I know that ~~the~~ Bloom had one or two receipts for money which said receipts I think referred to the notes upon said suit was brought, but whether they were or were not offered as evidence I cannot say.

Question 3d.

Did not said plaintiff on the trial of said cause after the Court had decided that a part of the said items were inadmissible under the plea in said case offer to admit testimony of all payments ~~or~~ made upon said notes or other cash payments which had been

made to him, by the defendant and were included in the sett off filed, and also of the item for building the office, and some other item in said account.

Answer

We did offer to admit said testimony upon condition that the defendant would admit some of the times in the plaintiffs declaration charged, to be correct, and that he the defendant was then owing the plaintiff for said items which said items I think amounted to between one & two hundred dollars, which the defendant refused to do, saying that he never had said items

Quest 4

Was there no such offer made by the plaintiff on the trial of said cause to admit proof of said items except as it was coupled with the condition, that defendant would admit certain items in plaintiffs bill of particulars

Answer

There was no such offer to my knowledge

Quest 5

Were all the items contained in said exhibit (B) filed as sett off or payment in said cause and contained in the bill of particulars filed with defendants plea therein.

Answer

The said items were intended to be given in evidence by the defendant when the trial of said cause, but the Court decided that all or nearly all of said items, could not be given in evidence under the plea then on file in said cause. I think that the defendant filed no bill of particulars

with his said plea.

Quest, 6

By whom was the plea and notice in said Cause drawn

Answer

I think that the fore part of said plea of ground issue was drawn by Benjamin F. Parks, and the notice in said Cause was drawn by myself.

William S. Searls

State of Illinois
Lake County



I James H. Trader ^{Justice} of the Peace in and for said County do hereby certify that the foregoing deposition of William S. Searls was taken before me at my office in Hankegan (the parties waiving notice) on the 24th day of July A.D. 1851

Given under my hand and seal this 24th day of July A.D. 1851

James H. Trader J.P.

Justice fees for
taking depositions \$13.00

A. P. Rowst

Witness fees 1.00

Court fees & Walters .70

"

And to which said depositions was annexed at the time when the same were so as aforesaid filed, with said clerk so as aforesaid filed with said clerk a notice which is in the words and figures following to wit.

Jacob C Bloom

v.

Roll C Van Rensselaer &
J Van Rensselaer



In Chancery in Lake
Circuit Court

To the above named defendants or their attorneys
You will please take notice that on the twenty first day of
July A D 1851 I shall proceed to take the testimony of
Elmsley Sunderland, Lorenzo Wentworth Nathaniel P Dewst &
Arthur Patterson before James H. Trader a Justice of the Peace
in and for the County of Lake between the hours of 10 o'clock
A.M. & 4 o'clock P.M. & to be continued from day to day
until taken ^{by consent of both parties} on the trial of the above entitled cause.

Morris F Goodrich

New Regan July 10th A D 1851.

Compt. Solrs "

On the back of which said notice was at the time of filing the same as aforesaid an indorsement which is in the words and figures following to wit.

"Service accepted by the above named defendant
July 10th 1851

J C Bloom "

And which said depositions were afterwards opened by permission of said Court, the clerk thereof having previous to opening the same indorsed thereon the words following, to wit
"Opened by leave of Court"

A B Cotes Clerk "

And that afterwards, to wit, on the twenty ninth day of March A.D. 1853. the same being also a day of the said March session term for the year last aforesaid Henry W. Blodgett filed with the Clerk of this Court a printed notice which is in the words and figures following to wit

11

Trustee Sale

Public notice is hereby given that I Ephram Tradewell by virtue and in pursuance of a power of sale contained in a certain Deed of Trust to me executed by Jacob C. Bloom and Atoso M. his wife of the County of Lake and State of Illinois dated June 9th 1845 and recorded in the Recorder's office of the said County, and given to me as Trustee of Robert C. Van Rensselaer for \$2659.07 due in three (3) six (6) and nine (9) months from date, with interest, and default having been made in the payment of the aforesaid sum of money, I shall expose to sale and sell ^{at public sale} at the door of the Court house in Little Port in said County of Lake on the nineteenth day of May next between the hours of nine o'clock A.M. and the setting of the sun of that day. The following described property, mentioned and contained in ^{said} deed of trust and lying in said County of Lake Viz Forty five (45) acres, situate lying and being in Lake County and State of Illinois, aforesaid and known and described as follows Viz commencing at the centre stake of section number twenty eight (28) in town number forty five (45) and range twelve (12) and running thence west ten chains and four links to a stake thence north nineteen chains and ninety links, thence east twenty two chains and sixty three links, thence south nineteen chains and ninety links and from thence west twelve chains and fifty nine links to the place of beginning, reference being had to a deed from Elmley Sundelin and wife to said Bloom dated May 1st 1844 will more fully appear. also lots number two (2) and number (12) twelve on the south side of

the river in the village of Little Fort, County and State
aforesaid, said two last mentioned lots being the same heretofore
conveyed by James M. May and Elizabeth his wife to said
Bloom by deed bearing date the 18th day of May 1844. the
above sale will be made to the highest bidder for ready money
Little Fort April 27. 1847. J. Inadewell Trustee "

To which said printed notice was attached at the time
when the same was so as aforesaid filed with the said clerk
of said Court a paper in writing which is in the words and
figures following to wit—

" First publication in the Lake County visitor published
and printed at Waukegan, first publication had on the
27th day of April & continued untill 18th day of May A.D.
1847 proved by H. W. Blodgett Editor & Publisher of said paper
of which the above is a true copy being the only paper pub-
lished in said County of Lake & State of Illinois. "

And that afterwards to wit, on the said twenty ninth
day of March A.D. 1853, the same being also a day of the
said March special term of said Court for the year last aforesaid
proceedings were had in said Court which are entered of record
in the words and figure following, to wit:

" Jacob C. Bloom

6

vs

Robert C. Van Nesselae
and Jeremiah Van Nesselae



Bill

Now come said parties, said complainant by Morris
his solicitor, and said defendants by Blodgett their solicitor and
this cause having been brought on to be heard upon the pleadings
and proofs herein and the Court having heard the arguments

of counsel, but not being fully advised in the premises
takes the same under advisement."

"United States of America
State of Illinois Lake County 

Pleas before the Honorable Buckner
S. Morris, Judge of the seventh judicial
Circuit of the State of Illinois

At a term of the Circuit Court
for the County of Lake in said circuit began
and held at Waukegan in said County
on the tenth day of October in the year of
our Lord, one thousand eight hundred and fifty
three and of the independence of the
United States the seventy eighth.

Present the Honorable Buckner
S. Morris Judge aforesaid Augustus
Granger Sheriff of Lake County

Attest A B Fotes Clerk

And that afterwards to-wit, on the eleventh day
of October A D 1853, the same being a day of the October
term of said Court for the year last ~~year~~ aforesaid, proceedings
were had in said Court which are entered of record in the
words and figures following, to-wit;

"Jacob C Bloom

6

v

Robert C Van Rensselaer and
Jeremiah Van Rensselaer



Bell

This cause having been brought in to
be heard, upon the bill, answer, pleadings and proofs at
the March special term of this Court A D 1853, and after

the hearing and argument thereof, the Court having taken the same under advisement and being now fully advised thereupon. And it appearing to the Court that the said complainant has not exhibited and proved to this Court such a case as entitles him to the interposition of this Court and to the relief prayed for by his said bill. It is therefore ordered adjudged and decreed that the complainant's bill of complaint be dismissed, and that the said complainant pay the costs of this suit to be taxed, and have execution therefor."

And that afterwards to wit on the fifteenth day of October A.D. 1853, said day being also a day of the said October Term of said Court for the year last aforesaid proceedings were had in said Court which are entered of record in the words and figure following, to wit:

"Jacob C. Bloom
 vs
 Robert C. Van Rensselaer and
 Jeremiah Van Rensselaer



Bill

Now come said parties by their respective solicitors and thereupon the said complainant pray an appeal from the decree heretofore entered in this cause at the present term ~~of~~ this Court to the supreme Court, whereupon it is ordered that said appeal be, and the same is hereby granted on condition that the said complainant shall, by himself or agent or attorney, give bond with William M. Case as surety in the penal sum of two hundred dollars and file the same in the office of the Clerk of this Court within thirty days after the present term."

And that afterwards to wit on the said fifteenth

day of October A.D. 1853, being a day of the said of the said October term of said Court for the said last-mentioned year, proceedings were had in said Court which are entered of record in the words following, to wit;

"Ordered that Court adjourn till term in course."

And that afterwards, to wit; on the said fifteenth day of October A.D. 1853. Jacob C Bloom by Seals his solicitor filed with the said Clerk of said Court an appeal bond, which is in the words and figures following, to wit;

"Know all men by these presents, we Jacob C Bloom and William M Case of the County of Lake and State of Illinois are held and firmly bound unto Robert C Van Rensselaer of the same place in the sum of Two hundred dollars lawful money of the United States of America for the payment of which well and truly to be made unto the said Robert C Van Rensselaer his heirs executors, administrators and assigns, we bind ourselves our heirs respectively, signed with our hands and sealed with our seals this twelfth day of October A.D. 1853.

The consideration of the above obligation is such that whereas a certain decree was made and entered the eleventh day of October A.D. 1853. in the Circuit Court in and for said County of Lake and State of Illinois on the Chancery side thereof, wherein Jacob C Bloom is Complainant and Robert C Van Rensselaer associated with Jeremiah Van Rensselaer Defendant dismissing the Complainant with costs against said Complainant has prayed an appeal of said Cause to the Supreme Court of the State of Illinois which was granted on his entering into bond with the said William M Case as his security in the penal sum of two hundred dollars in

twenty days. Now therefore if the said Jacob C Bloom shall pay and satisfy said decree for ^{costs} ~~costs~~ interest and damages in case the decree in said ^{cause} ~~costs~~ shall be affirmed and ^{also} shall well and truly prosecute his said appeal with effect, then this obligation to be null and void otherwise to be and remain in full force and effect.

J C Bloom 
 Wm M Case 

Jacob C. Bloom
 vs

Robert C. VanRensselaer &
 Jeremiah VanRensselaer

Sauk County Circuit Court
 Bill

State of Illinois }
 Sauk County } J. S. Augustus

Augustus B. Cates, Clerk of the Circuit Court in and for the said County of Sauk in the State aforesaid, do hereby certify the foregoing to be a true transcript from the records and files remaining in my office, of the pleadings filed in the above entitled cause, and of the record of the proceedings of the said Court therein and of the evidence filed therein and also of the appeal bond filed in said cause.

In witness whereof I have hereunto set my hand and the Seal of said Court at Wauregan, in said County this tenth day of June A.D.
 1854

A. B. Cates, Clerk

Jacob C. Bloomer } Office Term A.D. 1854
 Robert Van Rensselaer } In Error -
 & Jeremiah Van Rensselaer }

And the said Appellant
 Jacob C. Bloomer comes & says that
 in the record of proceedings aforesaid in the
 Court below there is manifest error in the
 law.

1 The Court Erred in dismissing
 the Bill of Complaint

2^d The Court Erred in deciding
 that the Complainant was not
 entitled to any relief whatever.

3 The Court Erred in deciding
 that Complainant was not entitled
 to receive the notice was not given as required by the
 deed of trust - there is no proof of any notice whatever - - -

4th The Court Erred in rendering
 a decree against Complainant for
 costs - And that the said Appellant
 prays that the Judgment aforesaid may
 for the errors aforesaid & for other errors
 apparent on the record may be reversed
 annulled & set aside for nothing & it is
 that he may be restored to all things which
 he has lost by reason of said decree &c.
 Goodrich & Higgins
 for Appellant

Jacob C. Bloom vs. Robert C. Van Rensselaer
and Jeremiah Van Rensselaer

Bill

Complainant's Costs				
1850 March sp. Term	Cotes, clerk	Filg 4 pars. 20, sum. 35, docty suit 10	65	
	Dereut, ship.	Serv. sum. & copies 1.50, 1 mile 5, retg 10		1 65
	June Term	Docty suit 10, entry solr. app. 10	20	
	Cotes, Clerk	Entry ord. for hearing in vacation &c. 20	20	
	October Term	Docty suit 10	10	
1851 March sp. Term		Docty suit 10	10	
	June Term	Docty suit 10	10	
	October Term	Docty suit 10, filg 1 pars. 5	15	
1852 March sp. Term		Docty suit 10, ord. for argumt. in vacation 20	30	
	June Term	Docty suit 10,	10	
	October Term	Docty suit 10	10	
1853 March sp. Term		Docty suit 10, filg. & heard dep. 5	15	
	J. H. Trader of P.	Takg depositions of witnesses 13.00		13 00
	Witness fee	N. P. D. went attendg to hear dep. taken 1.00		1 00
	D. Walters const.	Servg subpoenas 70		70
	October Term	Docty suit 10, filg 1 pars. 5	15	
	Cotes clerk	Entry final decree (2 fol.) 20, entry order grantg app. &c. 20, takg bond on app. to sup. &c. 50	20 20 50	3 20
	Cotes, clerk	Make transcript to sup. Ct. (258 fol.) &c. 26.15		\$19 55 26 15 \$45 70
Defendants' Costs				
1850 June Term	Cotes clerk	Filg 1 pars. 5	05	
1851 March sp. Term		Filg 1 pars. 5	05	
	October Term	Entry solr. app. 10, entry order closing proofs 20	30	
	Cotes clerk	Filg 1 pars. 5, filg. & heard dep. 5	10	
	M. R. Boardman of P.	Takg depositions of witnesses 3.50		3 50
1853 March sp. Term		Filg 1 pars. 5, Make & send cost bill &c. 30	35	8 50
				\$4 35

State of Illinois
Lake County Jfs. J. Augustus B. Bates, clerk of
the Circuit Court in and for the said County
of Lake in the State aforesaid, hereby certify
the foregoing to be a true copy of costs
from my feebook as taxed by me in
the foregoing entitled Cause — In witness
whereof I have hereunto set my
hand and the Seal of said Court at
Waukegan in said County this
~~Eleventh~~^{tenth} day of June A.D. 1854
A. B. Bates, Clerk



It is hereby stipulated & agreed by the parties
that this Record copy may be filed at any time
during this ^{present} term by the appellant & that no advantage
shall be taken if the same be not filed on or before
the third day of the present June Term ^{of the Supreme Court} 1854.
Chicago June 13. 1854
Attorney for plaintiff in error

Att. for Deft.

Just C. B. Brown

Robert Co. Van Ness
& Jeremiah Van Ness

Transcript

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Filed June 14. 1854.
L. Deland Clk.

1854

Proctor & Co. Secy. of the Court

Sup. Court. Bloom vs Van Rensselaer

Abstract Bill & answer by DeKeyser

Bill 1. June 1845. Bloom was seized of ~~the~~ certain lots &c described -
(Admitted)

2 June 9th Bloom & Altha & his wife - to secure debt to Van Rensselaer - deed same to Ephraim Fredwell in trust for R. C. Van Rensselaer &c with power to enter upon - enjoy - and sell absolutely (see record bottom 3rd page) to pay \$2960. in notes &c
(Admitted)

3rd May 19. 1847 - Ephraim Fredwell (after default in part) sold at Court House to highest bidder & since Van Rensselaer became purchaser at \$1355.
admitted

4th That Bloom was at Chicago under an attachment
5th At the time of making trust deed the property worth \$4,000
6th and at time of sale worth more than \$4500.00 -
7th

6th Sale was unfair fraudulent, void & not advertised or made as required in said trust deed.
(Denied)

7th At & Before Sale E. M. Hoyt Esq - acting in said business as the agent and attorney of Van R. - and other persons then present - in the presence & hearing of Van R. (who was & is an Atty at Law) & said Fredwell - stated
(Denied)

That Bloom would have the right to redeem from the sale the premises from purchaser, by paying to him the sum bid & paid within one year with 10 percent - the same as if premises were bid off under a decree of a court of equity - and that said deed of trust was in the nature of a mortgage & subject to the same right of redemption to the mortgagor.

That Van Rensselaer on hearing such &c from
(Denied) dutifully held his peace & then by assented to the right of Bloom to redeem as aforesaid
(22288-43)

- 8th Emsley Sunderland - attended Sale with intention of becoming a bidder - and was able & willing to bid & would have bid to the whole debt if the ^{sale} ~~same~~ had been understood or known to be absolute
- (Not Admitted)
- 9th Sunderland was by such representations - ~~has~~ deterred from bidding more than the amt bid by Van R.
- (Denied)
- 10th That by reason of such representations sold for much less than they otherwise would have sold & debt was thereby injured if he is not permitted to redeem from said Sale or the same should not be held good & lent -
- (Denied)
- May 19. 1847 -
- 11th Fredwell made absolute deed of the premises to Van Ranselaer -
- (Admitted)
- 12th That since said deed - Van Ranselaer has over denied Bloom's right to redeem & claims absolute title -
- (Admitted)
- 13th November or December 1847 - Bloom having made arrangements with one Sunderland to loan him the amount necessary to redeem said land from said Sale &
- (Denied)
- 14th Sunderland did tender to Van Ranselaer \$1633.00 (which included the sale price & also amt prior mortgage for about \$100 to Sunderland which had been paid by Van R. - and a mortgage to School fund for \$106 which he then supposed Van R. had paid (but really had not)) to redeem from said Sale and as his agent & demanded the reconveyance - which Van R. refused
- (Denied)
- 15th Charges Van R. holds in trust for Bloom
- (Denied)

and as security for his whole debt - and
Bloom is ready & willing & offers to bring into Court
the \$1633. so ~~tendered~~ to be disposed of by the
Court

16. That there were and are valuable improvements on said
premises - the rents & issues of which amounted to about
\$300 annually & have been collected & used by Van R.
& soon after the sale entered into possession of said prem-
ises

17. At the last term of Lake in Court - Van R. recovered
judgment vs Bloom for balance of said debt
deducting amount of said sale \$1535.21 -
& is now trying to enforce the same - & said sum
of sale was not credited on said notes until the
day of trial - in said action -

18. There is an open account between Bloom & Van R.
and Bloom supposes \$400 or \$500 - to be due him
after account - & asked a settlement & set-off the
balance against so much of said debt -

19th. That he was prevented from setting off said
account in said action by a mistake in pleading
by ~~his~~ attorneys of Bloom & the claim was with-
drawn -

20. Offers to pay what Court may think is right

21- That said deed of trust was legally a mortgage & only
intended as a security in the nature of a mortgage & that
the right of redemption could only be diverted by
a decree of a court

22^d - That Van R. had no right to purchase for his own
benefit and if any title passed by said sale he holds as
trustee for Bloom

Prayer

That Van R may be decreed to receive the money
so tendered in full redemption from said sale -
to release all his interest in same to Bloom &

Or That said sale be set aside held for naught
deed cancelled & a resale ordered - for amt found
due after deducting rents & profits & the bal of acct

Or That sale be held for naught and
Bloom decreed to pay by some day to be fixed such
amt to be found due and That said deed to Bloom
be cancelled and That Ranslaer render a just
account of Rents & profits and shall surrender
up to Bloom all his (R's) interest in premises

And That Complainant may have such
other & further relief &c -

Bloom

vs

Van Ranslaer

Abstract - Price

amount & profits

Supreme Court - June Term 1857
Bloom vs Van Rensselaer

This is a suit brought by Bloom to set aside a sale under a trust deed and to redeem the property. On 9th of June 1845 - Bloom executed to Headwell a deed of certain land & lots to Headwell in trust (to pay \$2960 - secured by three several promissory notes in 3, 6 & 9 months from date with interest) with full power to Headwell ^{in default of payment} to sell - (on giving 20 days notice in Newspaper nearest premises) & made deed to purchaser - The same to bar all equity of redemption.

At the time of that deed the property was subject to prior lien for \$200 to One Sunderland -

May 19th 1847 - No part of said debt being paid - and the \$200. lien remaining - Headwell - sold the same for \$1355 - at public vendue - to Van Rensselaer the creditor - and made him an absolute deed - who immediately took possession and made payment of the \$200 lien and made

valuable improvements and has since occupied the same -
Sometime in May ^{or June} 1848 - One Sunderlin
proposing to act for some man
in Kenosha or Southport - offered
to redeem said property & to pay
to Van Ransaluer ~~the~~ ^{as} redemption
money - \$1533. In fact he
was acting on his own volition and
for the mere purpose of bothering Van
and without request or authority
of Bloom -

Jan 21st 1850 - Bloom files the bill in
this case - alleging that such sale
does not bar equity of redemption
at all -

That he had tendered redemp-
tion within a year and that
such sale was subject to redemp-
tion - ~~as in~~ ^{as in} Case of *fi fa* sales
under our Statute -

That sale (if a bar) should be
set aside and he allowed to redeem
1st because it was made without
notice as required by trust deed
2nd Because Van Ransaluer
fraudulently - thus his attorney
represented that said sale
was redeemable as sale on *fi fa*.

and that thereby bidders were
deterred from bidding & the prop-
erty sold for inadequate price

The bill alleges (which is not admitted by
the answer) that on day of Sale Bloom was at
Chicago under process of attachment - but there is
no proof tending to prove the allegation (In this
the abstract of plaintiff in error is not true -

Argument -

I do not deny that this deed of trust is in the
nature of a mortgage to the extent that
Bloom in equity still had after its execution
an equity of redemption - and that he might
exercise that right of redemption at any time
before that equity of redemption was barred
by foreclosure - But we maintain that
this equity of redemption under this deed
might have been barred - by proceedings
(perhaps by scire facias) - by decree in
equity or by sale by the trustee

Bloom had the right to save to him-
self the costs of judicial proceeding
and provide specially for the manner
of foreclosing by sale by the trustee
sale - In this deed he has expressly
done so - and has expressly covenanted
under seal that such sale shall
forever bar his equity of redemption
(See deed of trust page 4th of record)

This deed of trust stands on as high a footing ^{in this respect} as a mortgage to the Creditor with a power of sale to the Creditor to sell and even in such a case the equity may be barred - by sale under the power - 3. Gilman 36 to 39. The ~~only effect of~~ 12 section concerning conveyances (has no application to this case - but if it has) it only effects what we do not deny - that even after Condition broken Bloom had in equity a right to redeem at any time before the equity of redemption was barred either by sale under the power - or by judicial proceedings -

As to the law as between the purchaser at sale & judgment Creditors - we do not stop to discuss that. but pass it by saying that case is not presented in the record -

II

It is insisted - however. that Van Rensselaer (being the cestui que use & as a purchaser takes as trustee for Bloom - and we are referred to 19 Ver. 9 - 4 Met. 325 - 2 Johns. Ch. 260 - to support this proposition

They fall far short of it - They show that a purchase made by a trustee can not stand as against the cestui que trust - In this respect - This deed of trust differs differs from

Corte on Mort
Law Library
44 V. Top
page 173 et
passim -

18. Ver. 344
- 346 note

44 Law Lib
Top page 205
(Corte 158)

10. Ohio R. 208

a mortgage - with power of sale
by the mortgagee - Where the mort
gagee is to make the sale - he is
the trustee and it being his duty to
sell the premises for the best price
as trustee - and his interest to buy for
the least price as purpaser - The
positions are ^{he can not be allowed to buy} incompatible & For the
same reason the Sheriff can not
hold under a sale made to him
self - but who ever heard the propo-
sition that the Creditor could not
be a buyer at such Sheriff sale
because he was the Cestue que use
and the Sheriff trustee - The Sheriff
by his levy acquires the right of property
quasi - he holds not for himself
but in trust for the Creditor -
and the debtor stands as the Cestue
que trust - The trustee having been
constituted by operation of legal pro-
ceedings - standing in lieu of a volun-
tary appointment of a trustee by
the debtor to make the sale

In this case, VanRensselaer was
not the trustee - Headwell was
appointed by Bloom for that
purpose and VanRensselaer being
charged with no trust - not occupy-

ing a fiduciary Capacity - had the right to buy on the same footing with other bidders and it is to the interest of all parties that he should have that right to save the property from sacrifice

III

Again it is insisted that this sale ought to be set aside - and redemption now allowed - because the sale was made to the Cestui que Trust - for an inadequate price - We deny that the price was inadequate - By the deed of trust it is shown (page 5 record) that the land was subject to a prior lien for 200 - with interest from Sept 1844 - amounting at time of sale to \$232 - which added to the bid \$1355 makes

\$1587. - About 1600 - The value of the property sold at that time is spoken of by two witnesses only - who show a strong bias for Bloom - They say about \$2500 and one of them adds not more - Showing that those figures are high - it is a mere matter of opinion - The fair inference is that the value was somewhere from \$2000 to 2500 - Say \$2250.

Here then is property sold at a forced sale (such as directed in the deed) for more than $\frac{2}{3}$ nearly $\frac{3}{4}$ of its value - Can one instance be found in a Thousand

14 Johns Ch R
527- 558-g
Franklin vs Briggs
560 -

be found in this County from 1840 to 1850 - where property sold for cash at public vendue has brought more than $\frac{2}{3}$ of the amt that most men would fix as about its value - if called on for an opinion -

The inadequacy of price, which is required to avail even as a make weight on the question of opening a sale - does not exist in this case -

IV

The next point made is that he had a right to redeem within 12 months by paying 10 per cent on the bid - We answer that the 1st Statute regulating sales on execution and under decrees in Chancery - has no application to such Case -

2nd - The offered redemption was not offered in behalf of the Complainant - nor of any person having such right to redeem

3rd - The amount offered was too small viz \$1533 -- The bid was \$358 - add 10 per cent \$35.80 makes \$393.80 And to this add the \$100 - admitted by the bill to have been paid

to Sunderland before that time on
a prior mortgage by and
you have the amt required to
redeem \$1580.50 - less the amt offered
1533.

leaves \$47.50 - short of the necc
any amount

V

It is insisted that this sale ought
to be set aside - upon the ground
of fraudulent conduct in the
purchaser at the time of the sale

We deny that any such position
is sustained by the proof -

The fraud charged in bill is that -

1st "Hoyt acting in said business as the
agent and attorney of Van Ranssalaer
~~stated~~ and other persons present - in
the presence and hearing of Van Ranssalaer

— Stated - that B would have the
right to redeem by paying ^{purchase money} 10-percent
within one year - the same as if sale
under a decree in Chancery - That said
deed of trust was in the nature of a
mortgage & subject to the same right of
redemption to the mortgagor

2nd That Van Ranssalaer hearing the
same fraudulently held his peace
and thereby assented - and thereby

deterred Sunderlin & others from bidding
& thus the amount of sale lessened
All this is denied by the answer

The only proof alluding to Hoyt
occupying the relation of attorney
for Van Ransaluer - is found in
Sunderlin's deposition - He says
in 1851 when he gave his deposition
four years after the sale - "I think
Mr Hoyt was the attorney of Mr Van
Ransaluer at that time" - This falls
far short of proving that Hoyt was
as alleged in the bill acting as the
attorney of Van R - in said business

The witness states no fact - he simply
expresses his thought or belief - we know
not on what that was founded -
Bloom may have told him so - any
body may have told him so - He
does not pretend to have any knowl-
edge on the subject - Again he may
have been the attorney of Van R -
at that time in some business
and in this may have had no
connection with Van R - and
even for aught that appears may
have been the attorney of Bloom
touching this matter

Hoyt therefore in the examination
of this matter stands before this
Court as a mere by-stander at
that Sale - with others -
The Court will observe that the
bill does not charge that Hoyt
and others who are alleged
to have expressed opinions on
that subject - ~~are not charged~~
~~with having done so~~ fraudulent
ly - and of course ^{they} are to be taken
to have spoken honestly -

The gist of the fraud charged
is that Van Rensselaer hearing
such opinions fraudulently
held his peace.

Before examining the evidence
upon this subject - I remark that
to have made it fraudulent in
Van Rensselaer - to be silent - the
Court must be satisfied that
he heard the opinions expressed
- perceived that they had a tenden-
cy to reduce competition - Knew
that the opinions were wrong
— and intentionally remained
silent for the purpose of discour-
aging the bidding -

1st Then did he know the opinions to be wrong - In the absence of direct proof as to the extent of his actual knowledge on the subject I suggest that opinions honestly expressed (as the Complainant in substance alleges in his bill) by Hoyt & Dows - and ^{which} in one part of the argument of this case are now insisted by Complainant to be the law - Can hardly be regarded by this Court or by Complainant - as so absurd that a man shall without proof be held to speak falsely and corruptly ~~and falsely~~ upon the mere showing that he advances such opinions - If it is *prima facie* evidence of fraud - That Van Ranslaer in silence permitted such opinions to be expressed in his hearing without at once branding them as heresy - what must we say of the impudence of the Complainant in insisting in another part of his bill that he has such rights -
I concede that the opinions

attributed to Hoyt - and others were erroneous - but I submit that the fair view of the subject (especially as fraud must be proved and will not be presumed) is to assume that Mr Van Ransulaer at the time of that sale was on the same respectable platform now occupied by the attorneys for Complainant - that of not knowing what the law on this subject was -

What does the proof show did occur at that sale - In the first place some - (the proof ^{does} not show who) but it does show that it was not Van Ransulaer - or Hoyt - started the question of the nature of the deed of trust and the effect of the sale - and the matter was discussed among the bidders and by standers - Van Ransulaer taking no part - and no one looking to him or asking him for his opinion - or assuming that he had any - at length the 12th Section of the Act on Conveyances was spoken of by somebody and some of the bye-standers went

into the Clerk's office - Hoyt among others
and there Hoyt at the request of Dow &
Sunderlin pointed out to them that
section - No witness pretends to give
even the substance of what Hoyt
said - Two give ~~their opinions as~~
~~to what~~ & their inferences as to what
his opinion was from what he did
say - And when that is examined
closely it is reduced to this - They
thought that Hoyt regarded it as
an unsettled question - open -
and that Hoyt's opinion was that
the deed was in the nature of a
mortgage and that Bloom had
a right of redemption from said
sale as under *fi fa* sales within
a year - Dows expressly says
that Hoyt did not say so much
as this - This however was
Dows opinion & perhaps his
brother's - And on learning this
Sunderlin ceased to bid
- when ~~he~~ now thinks it probable
that he would have bid more
than the amt the land sold for
if such opinions had not been expressed

On this state of ~~facts~~ ^{proof} I remark
that it does not distinctly appear

had any knowledge as to
that Van Ransalaer, what conclusion
- ion if any was arrived at on the
examination of the Statute which
was done in the Clerk's office
and it no where appears that
Van R. was in the Clerk's office

It is shown that the early part
of the discussion was in his presence
but he no where seems to have
taken any part in the matter

No misconduct therefore is shown
on the part of the purchaser at
that sale - No attempt is made
to prove that Van Ransalaer had
any opinion whatever on this
question -

The question again was a mere ques-
tion of law - and not a question of
fact - Every person is bound to know the
law for himself and where there is no mistake
of fact - but only as to legal consequences
this can be no ground for relief - 1 John
Ch R. 512, 513 Shotwell vs Murray -
XIV Ill Campbell vs Carter - decided
at Otterwa 1853 - - 2 East top of top page
549. Lord Ellenboos say - Every man must
be taken to be cognizant of the law - otherwise
there is no saying to what extent the excuse

of ignorance might not be carried -
- 2 Johns Ch R. 51 - near bottom of
page 59 - (top paying)

The whole proceeding shows that
the purpose of the sale was to evolve
the value of the land - ~~and~~ foreclose
the equity of redemption and give
the purchaser the full title - No act
of the trustee - or of the purchaser is
shown to give any other character to
the transaction

The practice in England as to
opening biddings and foreclosures
has never prevailed in this country
is unsuited to the habits and views
of our people and by the wisest
of the English Judges been pro-
nounced productive there of more
evil than good -

I have examined all the cases
cited by the appellant - and
without stopping to review them
in detail - will content myself
with observing - That in no case
after the sale had been consum-
mated either by sale under a power
of sale - or reported and approved
by the Court where the foreclosure
was by Judicial proceeding -
has the sale been set aside
where the proceeding was regular

unless there was proved actual fraud on the part of the purchaser - or unless the trustee or other person having control of the sale had become the purchaser - or unless there was some misconduct on the part of the trustee - or where from the circumstances of the sale the mere nominal character of the bill - it was evident that the party purchasing purchased not for himself but intended to purchase in trust for the mortgagor and mortgagee -

- This case comes within neither of these classes - ~~It is based~~ The case above 10 Ohio 208 - shows the true relation of these parties - under such a deed -

We however insist that if the case made were sufficient ^{if application had been promptly made} ~~in the first instance~~ to have opened this sale - yet after Bloom has lain by for three years - and by his acts acquiesced in this sale - the purchaser having taken possession under

the trustees deed and thus given him notice - and having lain by for near two years after he knew that Van R. had refused to permit Sunderland to redeem - That he can not now wake up and claim to set aside the sale - upon such a case no precedent can be found for such a decision in the American courts -

The condition of society - has much to do with the question of justice or injustice of opening such a sale under particular circumstances - In England creditors were usually capitalists - whose revenues were the interest on their money - So the courts there on setting aside sales opening biddings were wont to say if the creditor gets his money and his interest no injustice is done him - These same courts would never have thought of applying such a suggestion to a Commercial transaction or a transaction in the New World - It is mere mockery to Van Ranssaler - after lying by for three years - and lulling him in inactivity to say to him it is time you foreclosed

and bought in the property - you have
done nothing wrong yourself - nor
has any body done any dishonest
thing - but some of these bidders
misapprehended the law at the time
of the sale otherwise it is probable
it would have sold for more - and
as it will be no injustice to you
so you get your debt & interest -

Every honest man with a knowledge
of the facts in this record - would
at first blush - reply - If this sale
was not satisfactory to ^{Bloom} you - why
did ^{he} you not as an honest man
raise the objection as soon as
^{he} you knew it - so that if not right
- a proper sale might have been
made? It is not just that ^{he} you
should lie by - and make use
of the money (& deprive Van R. of it)
when by his own proof it was worth
40 or 50 percent - and after realizing
the benefit of the use of the money under
such peculiar circumstances - and
thus deprived Van R. - of the use of it
shall now turn round and offering
no excuse for such laches - make
his election - at the end of three
years as to whether he would affirm
this sale - Let it be observed that

at the utmost this sale is only voidable
at the election of Bloom - To be allowed
that right of election to disaffirm such
sale - he must exercise it in a reason-
able time - There is nothing in the case
tending to show that Bloom or any one
for him ever intimated to Van Runk-
len - that he did not confirm this
sale until near three years after
Van R took possession under the
trustee's deed -

No case can be found - where there
is not clear proof of actual fraud
where a sale has been set aside
after such delay - and under such
circumstances of affirmance -

Had Bloom remained in pos-
session in the mean time and Van R
had taken no action to take posses-
sion under his deed from trustee
the case in this respect would have
been very different

But it is insisted that no notice was given of the time and place of sale

To this I answer 1st That they attack the sale which on the face is good the burden of proof rests on them to show misconduct or gross negligence on their part of the trustee - (their own agent) if any such existed - This is clearly the rule at law - 6 Munf. 365 - (5 Gill - 237) 19th Johns R. 346 —

Every person charged with a duty, the neglect of which would be culpable - is presumed to have done his duty until otherwise proved — And there is no reason why it should be otherwise in chancery —

No authority is produced on this point save the dictum of one Virginia Judge in support of which no authority is quoted by His Honor - his reason is a quibble more nice than wise — and at most it is thrown in at the close of a case, already decided on other points as a mere make weight to help out if he should happen to be wrong elsewhere. The case did not turn on this point and it evidently was not well considered —

A want of notice - however could not affect the title of the purchaser - it would only charge the trustee with damages -

The trustee was appointed by Bloom - if he is negligent let him answer to Bloom - he can not hold Van R - accountable
19th Johns R 346 & authorities there cited -

But the notice was given and is sufficiently proven

1st The certificate of the Clerk is that foregoing is true copy - of

1st Pleadings filed

2nd record of proceedings of court -

3 of the evidence filed therein

4th And also of the appeal bond -

On page 78 - of record - among other evidence - is a copy of notice of the sale with a memorandum on the back thereof - that its publication was duly proved by H. W. Blodgett - in the only newspaper in said county - This memorandum was filed before the hearing or at the hearing & the case was taken under advisement - While it is true that parol evidence at the hearing must be made a part of the record - I imagine no particular form is necessary - and that notice with that memorandum thereon made in fact by the Judge at the hearing - is well enough to prove the giving of notice -

There is no ^{formal} mode of making depositions
proof - they are simply filed -

If this however was filed as proof and
no motion to suppress it - it ought
to be taken as such - Secondary
evidence is well enough if not ob-
jected to - and the best demandell

If on submitting this Case Comp
intended to insist on the sworn evidence
of notice ~~has~~ ought to have had this
printed notice stricken from the
files -

2nd - The Deed of the trustee recites
that the notice was given - this
is sufficient prima facie -

Lastly it is objected that notice
"that a sale will occur between 9
o'clock A.M. & the setting of the sun"
of that day - is not specific enough
in point of time - No authority
is referred to - I reply - that usage
must govern such matters - under just
such notices have 9/10 of all the sales
by Sheriffs & Masters & Commissioners
for the last twenty years in this State
and I never heard the point mooted
before - The statute about official

seems to favor the notice as it is —
Establish this position and you unsettle
hundreds of sales on which men honest
ly rely — and no one ever doubted
in this country till now —

But we are not without authority

The sale will not be set aside for
such cause — 1 Sugd. on Vend. Perkins
Edition of 1851 — bottom paying 65
Note 2. — 1 Green Ch 311 —

J. L. Dickey for
Appellee —

Bloom
vs

Wm Randolph

Dickey's version

for appellee

12388

Joseph Bloom

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R. C. Van Rensselaer et al

} Appeal from Lotte-

1 = The deed of trust in this case was
merely a Mortgage - 19 Ohio 212 - 7 Johns Ch
R. 41 = Harry H Davis = Wright, Ohio R. 252 & Ill. Rev. Stat
p. 106 § 12 = Powell on Mortg. 29 =

2 - A judicial foreclosure was necessary
to bar the Equity of redemption - Ill. Rev. Stat Ch. 42
Ford H Russell = Powell on mortgages 29 =

3^d - The complainant had the right to
redeem - 5 Har of Ohio 99 - Turner H Boushell
4 Johns Ch 118 =

1st = Because it being a mortgage simply
the right of redemption was not barred
by a sale by the Trustee - Ill. Rev. Stat Ch. 42
Ford H Russell - Powell on mortgages 29 - and
3 Har of Ohio 99 - Turner H Boushell -

2^d = Because, the sale was made
by the ~~trustee~~ trustee to the cestui que use
5 Humph 36 - Charles H Green et al - 1 Sand
Ch. R. 256 Crum H Mitchell = 7 Monr. 616 = 17
4 Johns Ch 118 = 2 Monr. 407 =

111 = Because of the fraudulent
practices of the cestui que use who was
the purchaser - 26 Wend 136 - 13 Wend 226
11 Ill 254 - 3 Gil 35 = 2 Edwards V. G. N. J. Rep 416 -
4 G. J. Mar. 491 = Martin H Blight Heirs - 7 Monr. 617 -
Harringtons Ch. R. 172 = 3 Johns Ch 292, 292 = —
5 Johns Ch. R. 35 - Burns H Dennison et al - The
slightest proof of unfair conduct will

and the rule - 3 Gil 43 = & the other
authorities cited supra - By pretending
that there was a right of redemption
the purchaser prejudiced the rule &
prevented others from bidding & ought
not in Equity to hold, an advantage
obtained by his own fraud.

15 = Defendant is estopped from saying
that the right of redemption exists - Rule
1 Greenl. Ev. § 27, 207, 208 =

4th No notice was given by the trustee as
required by law. The Bill charges that
no such notice was given & the answer avers
that notice was given as required by
the terms of the deed of trust. The Defen-
dant has failed to prove that no such
notice was given - no proof is offered to
establish that fact. Without the proper
notice the rule was void & the right of re-
demption perfect. 5 Leigh Va Rep 370. Gibson
Heirs & Jones & al. On page 78^{of the record} is a copy
of an advertisement - but there is no proof
of its publication; nor was it published -
nor was it sufficient - Notice that a
sale will be made between 9 o'clock
and sunset is wholly insufficient. It
does not fix the time of the sale - they
might as well say between Monday
& Saturday - No purchaser would wait
twenty four hours to know whether the rule
would come off - Such a practice
will engender fraud & ought not
to be tolerated. Higgins & Goodrich
attys for Appellant

Jacob b. Bloome }
 vs. } Appeal.
 R. C. Van Rensselaer & al }
 Appellants plaintiffs & argument

First. The decree is erroneous.

5 Hunn. 1. 36.

1 Sand. ch. 256.

Because, The appellant had & still has the right to redeem at any time from the sale made by a trustee to the estui que soc.

3 Gilin. 35.

26. Wm. R. 156.

13. Wm. R. 226.

11 Ills. R. 254.

Secondly - because, the sale and purchase was unfairly and fraudulently made and obtained, and should have been set aside by the Circuit Court. (See Seindawlin & Dowd's Depositions.)

1 Greenf. W.

SS 27.

SS 207. 208.

Thirdly: because the Appellant had & still has a right of redemption from a sale, obtained for less than its real cash value, by falsely making the bidders believe there was such redemption, by means of which the purchaser this attorney prevented competition in bidding for the land, as the evidence shows. Whereby the purchaser is estopped in equity from asserting the contrary.

3 Gilin. R. 43.

26. Wm. R. 156.

11 Ills. R. 254.

This Court said, "that upon the slightest proof of fraud, unfair conduct", the sale "will be set aside." and even an attempt to prevent competition, "is sufficient to taunt the sale and avoid its effect." They sowed the seeds of evil. It is not for them to say it did not take root, and borne their legitimate fruit". This is copied in Hillison's Mortgage with approbation, at page 91.

Thirdly.

A Bill containing an offer to pay the whole debt when the sale was for little over half the debt, the sale will be set aside:

3 John. P. R. 424.
26 Wend. R. 156.
3 Nott. R. 308.
5 Will. H. 85
Hicks vs Hicks

1 Porter 392.
Rosen ch 42

A grantor may redeem from a sale made by the trustee.

1 Nott. 207 a.
2 Mauld. Sel. 36.

Tender. It may be made by a volunteer.
and is good, unless for bidden by the Obligor.

11 Ill. R. 254
5 Will. 534.
7 Dana 300.

But a tender was unnecessary in this case. It is enough for the party to bring the money into when called upon to do so. And so this Court held at the last term in the case of ^{unpublished} Sepe F. Miller vs. Edwards devisees. on a bill to redeem. In the case of Stap vs. Phelps & Dana (14) R. 300 in point. when the def. claimed the property absolutely no tender necessary -

Mortgage deed or not.

I apprehend there can be but one opinion on this subject - that the deed from Bloomer to Fendwell was a Mortgage -

7 John. P. 41
Hunt vs. Davis
Wrights R. 252.

In 7 John C. R. 41 Trent says, "that every contract for the security of money, or a debt, by the conveyance of real estate is a Mortgage".

Ills. R. L. p. 105
55 12.

Ills. Revis. L. p. 105. 55 12 says - Every deed conveying real estate, which, by any thing therein contained shall appear to have been intended only as a security in the nature of a mortgage, tho' absolute on its face shall be considered a Mortgage.

In reason, conscience and natural equity, there is no ground to say, because a man gives another power to sell his estate to pay a debt in case of his default, he shall suffer an enormous loss, wholly disproportionate to the injury to the other party. If it be said it was his own folly to have made such a power, it may equally as well be said, that the folly of one man can not authorise gross oppression and ruin by the other party.

And law as well as science would be unworthy of the name, if it did not, to some extent, provide the means of preventing the mischief of improvidence, rashness, blind confidence or credulity, on the one side; and of skill, avarice, cunning, and gross violation of conscience and morals on the other.

B. Morris for Appellant

Bloom

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van Reupellens vol

Spelhaute Points & argut.

Moni Cordier & Hippin

Handwritten text in a cursive script, likely a ledger or account book. The text is organized into columns, with some entries underlined. The script is dense and difficult to decipher, but appears to be a form of shorthand or a specific dialect. The text is written on aged, yellowed paper.

Handwritten text, possibly a signature or a date, located at the bottom right of the page.

Jacob Bloom
vs
Robt. Van Rensselaer

Bloom to redeem the
debt due Van Rensselaer gave a deed of trust
to Tinsdale of a piece of land in Manhattan
a certain part of the money secured
was made by action at law
The debt became due & on the 19 May 1827
Tinsdale sold the land at auction & Van-
Rensselaer bid it in for \$1355-

The bills and testimony show that on the
day of sale Bloom was absent
at Chicago under process of attach-
ment as a debtor

That at the time of the sale Sunder-
land attended the sale & bid on the
land, & by representations of Dr. H.
Van Rensselaer, in Bens. presence
stated that Bloom would have
the right to redeem the land
within 12 months. By which
Sunderland was deterred from
bidding further

That premises were then worth
\$2500

1st The first question which we propose to submit to this Court is whether under a deed of trust with a power of sale, and a sale on default, there is any redemption. or the land can be sold without foreclosure.

The 12 Sec. concerning Conveyances declares that "Every deed conveying real estate, which by any thing therein contained shall appear to have been intended for only as a security in the nature of a mortgage, though it be an absolute conveyance in terms, shall be considered as a Mortgage."

2^d We contend this deed of trust is just the kind of instrument covered by this Statute. And if a Mortgage, the same remedies are against the judgment to obtain the equity of redemption, as are required in case of an ordinary mortgage. The same rights are thereby secured to the Mortgagee, as under an ordinary mortgage.

History of Mortgages. Courts refused to treat the estate as non performance of conditions. Legislatures, have intervened to protect against this continuance of Many Sharpers.

Great abuses had been perpetrated under
these trusts and, ruinous sacrifices had
been made under them. The Legislature
had the right to declare what their
efforts should be, in order to remedy
the mischief -

Unless this Statute had something of this
kind in contemplation, it is meaningless,
for ~~sure~~ that such an instrument
without this Statute, would have been
construed a mortgage, no one I
think will deny -

But this instrument is a mortgage at
any rate.

Now how may the mortgagor be dis-
satisfied of his equity of redemption
under a mortgage?

pt By a foreclosure at law by scire
facias under the 23^d of Statute concerning
Judgments & executions R.S. page 304-3-

2 By foreclosure in Chancery - and by the 24
section of the same act, redemption
is allowed the same as if sold under
execution at law.

It is true the Statute forecloses does
not specifically declare that a re-
emption exists under sale on seignior-
facius, yet such has been the con-
struction given the Statute; it is clearly
inferred from its language.

The policy of the Legislature is manifest
to allow a redemption to Mortgagees
& their Creditors on Mortgages.

3 The effect of this kind of trust, if
a sale can be made under the ab-
solute, & without the power
of redemption, is utterly to thwart
this manifest policy -

It not only takes away the right
of redemption in the Mortgagees,
but it destroys the rights of judge
Creditors, & opens the door for fraud.

It seems to me that if the Court can
by virtue of any law lay their restraining
hand upon the mischiefs which they
are calculating to effect, it is its
duty to do so.

The decisions of States when no such
statute as ours exists can have
nothing to do with the case.

This statute in connection with others
presenting the rights of Mortgages
& the rights of Mortgagors and
their creditors, is to receive a construc-
tion from the Court - and the case is not
to be governed by decisions of Courts
when no such statute exists.

Under this and the provisions were conveyed
to find well in trust for Benjamin
Manning from the estate of the decd.

At last time in - He was in effect the trustee
of Bloom & could only lay out subject
to a right in Bloom to redeem.

2 Hilliard 40, the whole Chapter

19 Vermont 4

4 McCall 325

2 Wh Chy 260

II

Our second position is, that however the case might be as to third persons purchasing under the trust deed, if the assignee purchases, it does not alter the relation of the parties - That he is the mortgagee, & from the mortgagee still -

The sale only puts the title which was held by the mortgagor in him, but it ~~remains~~ remains in our hands by him as security - and the mortgagee may while the title remains in him still redeem from him

Security is seen that he is entitled to his money & interest -

This is the principle upon which courts interfere to prevent a forfeiture of estates mortgaged, and declare them redeemable until the foreclosure -

Is there not as much reason that the equity should be protected in case of the mortgagor's contrivance to avoid foreclosure -

Most States have interfered by statute, and declare how & how only mortgages should be foreclosed

Our Legislature have by declaring these instruments mortgages, secured & secured the right of redemption, while the estate is in

The mortgage

This construction is merely for the protection of persons giving the trust deed - and it is no hindrance to mortgagee.

If he prefers to hold the premises without foreclosure as security he can do so, but he cannot buy them in at 1/2 their value, & speculate out of the necessities of his debtor - he must hold them subject to redemption by the payment of the whole debt.

But see an act without authority on this point
The same scheme was tried in England without any statute -

See 1 Paige 66 - 1 Brody 278

1 Court on Mortgage 13

2 Alk 303 & others as there

Right of Sale

Now the Court may hold on these points, they will always watch such sales with the utmost scrutiny; and if there be any surprise, fraud, or misleading of the parties, or the property be sold greatly below its value, they will always order a resale, or allow redemption.

3 Will. 35

And this whether the surprise or misleading be by act of the party or by a third person - even at Meads Sales - Much more in sales made such a bid when the mortgagee is the purchaser

13 Will 226

26 do 1556

It is also stated by the conduct of the purchaser's agent, that the bidders were told of the land sold at its value.

Besides the notice was to sell between 9 o'clock and 2 o'clock

If the Court had such a notice given, it opens the door for frauds upon the bidders.

A. Bloom
et
Van Kinsale