

No. 12668

Supreme Court of Illinois

^K ^P
Wyn~~K~~oo~~P~~

vs.

Cowing

Stymroo
Cooring

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12668

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"United States of America
"State of Illinois Lake County } p.

"Placed before the
"Honorable Buckner S. Morris Judge of the
"seventh judicial circuit of the State of Illinois
"At a term of a circuit court for the county of
"Lake, in said circuit, began and held at Nauvoo
"began 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 independ-
"ence of the United States the seventy eighth.
"Present the Honorable Buckner S. Morris
"Judge aforesaid, Augustus Granger
"Sheriff of Lake County
Attest, A B Cotes, Clerk."

Be it remembered that
heretofore to wit on the eighth day of the
month of August A.D. 1853 the same being a day in
vacation between the June ~~and October~~
term of the circuit court of Lake County
in the State of Illinois for the year last
aforesaid and the October term of said court
for the same year a bill of complaint
was filed in the office of the clerk of the
said court which is in the words and
figures following to wit;

"Lake County Circuit Court
In Chancery"

To the Hon. Buchner S. Otterbein Judge of the
Lake County Circuit Court & Chancery sitting

Humbly complaining sheweth
unto your Honor your orator Tobias Wyrnske of
of the County of Lake in the State of Illinois

That about the first day of June
in the year AD one thousand eight hundred
and thirty five your orator entered upon & took
possession of by right of preemption, of certain
lands lying and being in Township No forty
four north, of range No eleven east of the 3^d
P. M., and described as follows, to wit: Lot
No. one in the N. $\frac{1}{4}$ of Section No 3; S $\frac{1}{2}$ of
Section No Four; S $\frac{1}{2}$ of Section No Five; E $\frac{1}{2}$
of N E $\frac{1}{4}$ of Section No Seven; E $\frac{1}{2}$ of Section No
Eight; S. N $\frac{1}{4}$ & N $\frac{1}{2}$ of S E $\frac{1}{4}$ of Section No

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Eight & the $\frac{1}{4}$ of Section No Nine; containing in all one thousand five hundred & twenty acres & eighteen hundredths of an acre, and that your Orator continued to reside upon, occupy and improve said lands from said time until about the first day of May AD 1830.

That your Orator during the years AD. 1835, 1836, & 1837 enclosed all of said land by a good & substantial rail fence. And your Orator further sheweth, that said lands at the time your Orator upon the possession thereof belonged to the United States Government & so continued until about the Eleventh day of June AD 1842; at which last mentioned time they were offered for sale by said Government. And your Orator further sheweth that he was desirous of purchasing said lands at said last mentioned time from the United States and not being in possession of money sufficient, so to do, entered into arrangements with Caleb Cowing of the County of Yates, & Abraham A. Post of the County of Ontario in the State of New York, for the loan to your orator from said Cowing & Post, of the money necessary for the purchase of said lands from the United States.

That your Orator was induced to call on said Cowing for the loan of this money, from the fact, that said Cowing had,

on several occasions during the years A.D. 1840, 1841 & 1842, written to your orator stating, that he the said Cowing would assist your orator in the purchase of the lands before mentioned & that ^{he} the said Cowing had the money & would loan it to your orator, & would charge him interest at the rate of seven per cent per annum.

That your orator went to the State of New York, in the month of May A.D. 1842 and induced said Cowing and Post to come to the State of Illinois and loan to your orator the money, as aforesaid,

And your orator further sheweth, that about the first day of June A.D. 1842 said Cowing and Post came to the city of Chicago in the State of Illinois at which place the land sale aforesaid was to take place.

That the said Caleb Cowing then & there agreed with your orator that he would loan to your orator the sum of twelve hundred dollars to be paid to the United States as the consideration for the purchase of Lot no one, in N. W $\frac{1}{4}$ of section No three; ^{SE $\frac{1}{4}$} of Section no four; S $\frac{1}{2}$ of Section no five; E $\frac{1}{2}$ of N E $\frac{1}{4}$ of section No seven; N $\frac{1}{2}$ of N. E $\frac{1}{4}$ & N W $\frac{1}{4}$ of section No eight; & N $\frac{1}{2}$ of S. W $\frac{1}{4}$ of Section No eight; all in Township No Forty Four North, of Range No Eleven East of the 3^d P.M., & containing in all nine

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hundred and sixty acres of land, & being part
and parcel of the lands, herein before
mentioned. And your orator further
sheweth that on the eleventh day of June
A.D., 1842, the said Cowing thereupon
loaned and advanced to your orator the
sum of twelve hundred dollars, & that
your orator then & there purchased for
his own use and benefit, said last-above
mentioned tracts of land, taking the cer-
tificates of purchase thereof in the name
of said ^{to secure the said Cowing} Caleb Cowing, for the loan of the
money aforesaid, & also as security for the
expenses of said Cowing in coming to the
State of Illinois, on the business as aforesaid,
of your orator, & also for the further sum of
thirty dollars loaned to your orator at said
time by said Cowing.

And your orator further sheweth
that the said Cowing at the time of the
loaning of the loan aforesaid agreed to with
your orator in consideration of the conveyance
aforesaid that he the said Cowing would
immediately upon the receiving the certifi-
cates of purchase as aforesaid, would
make execute & deliver to your orator, a bond
in writing, conditioned as follows: That
if your orator or his heirs or assigns at any
time within four years from said Eleventh

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day of June A.D. 1842 should pay or cause to
be paid to said Cowing or to his heirs or
assigns the sum of one thousand six hundred
& thirty dollars and interest thereon at the
rate of seven per centum per annum, to be
paid semiannually, & that then the said
Cowing or his heirs executor administrator
or assigns should convey to your orator or
to his heirs or assigns by deed in fee simple
the tracts of land last above mentioned,

That in accordance with said agree-
ment ~~xx~~^a bond was drawn up & ready to be
signed by said Cowing & presented to him to
sign by your orator,

And your orator further sheweth
that on or about said Eleventh day of June
A.D. 1842, your orator met said Cowing on
a steam boat in the Chicago river at a time
when said Cowing was leaving for the State
of New York; that your orator asked of
said Cowing whether said bond was signed
& whether he said Cowing would deliver it
to your orator, that said Cowing replied,
that he was in a hurry then but would
make it all right with Your Orator, or
words to that effect, & thereupon handed
to your orator a piece of paper, contain-
ing a memorandum stating the amount
of the loan to your orator, which amount

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was about one thousand six hundred & thirty dollars, Twelve hundred dollars of said sum being for money loaned as aforesaid, Four hundred dollars being for the expenses incurred by said Cowing in coming to the State of Illinois at the request & on the business of your orator as aforesaid, and thirty dollars for money loaned to your orator, by said Cowing to pay for cattle, which were necessary for your orator to have, in order to cultivate said lands, That said Cowing immediately after delivering said memorandum to your Orator left for the State of New York & ever after neglected & refused to deliver said bond to your Orator, as aforesaid.

And your Orator further sheweth that said lands on said Eleventh day of June A.D. 1842 were worth in cash the sum of Eight dollars per acre, and that prior to said time your orator had been offered for his interest therein this claim unto the sum of three thousand dollars in cash.

And your orator further sheweth that on the said eleventh day of June A.D. 1842, at Chicago aforesaid your orator entered into an agreement with said Abraham A. Post by the terms of which said

It was to loan to your orator the sum of seven hundred dollars to enable your orator to purchase, the $\frac{1}{2}$ of $\frac{1}{4}$ of Section No Eight; $\frac{1}{2}$ of $\frac{1}{4}$ of $\frac{1}{4}$ of Section No eight; $\frac{1}{4}$ of Section No nine, and the $\frac{1}{4}$ of Section No four all in Township No forty four North of Range No Eleven East of the 3^d P.M., containing in all Five hundred and sixty acres of land & being part & parcel of the lands herein before first above described that the deeds of said land were to be taken in the name of said Post to secure him for the loan of the sum of money above mentioned & also to secure him for the amount of his expenses, ^{incurred} in travelling to & from the State of New York on the business of your orator & also for money loaned to your orator at said time

And your Orator further sheweth that in accordance with said agreement your orator borrowed of said Abraham A. Post on the said Eleventh day of June AD 1842, at Chicago aforesaid, the sum of one thousand two hundred & eighty seven dollars; that said Post took the title to said tracts of land last above mentioned in his own name, but for the use and benefit of your orator and as security for the loan of the amount last mentioned,

And your orator further sheweth that on
said Eleventh day of June A.D. 1842
said Post made executed and delivered
to your orator a bond in writing condition
ed as follows, That if your orator or
his heirs or assigns at any time within
four years from said Eleventh day of
June A.D. 1842, should pay or cause to
be paid, to said Post the said sum of
one thousand two hundred and eighty seven
dollars together with interest thereon at
the rate of seven per cent per annum,
from said date, said interest to be paid
semicannually that then the said Post his
heirs, Executor administrator or assigns
should convey said tracts of land last
above mentioned to your orator, his heirs or
assigns by a Warranty deed in fee sim
ple, and your orator further that the
said bond is now in the possession or
under the control, of said Caleb Cowing.

And your Orator further sheweth,
that the actual cash value of said lands
so conveyed to said Post, at the time of
said conveyance was Eight dollars per acre
in cash,

And your Orator further sheweth that
on the Eleventh day of March A.D. 1848
said Abraham A. Post conveyed by Deed

of said quit claim to said Caleb Cowing, all the right title and interest of him the said Abraham et. Post, in & to all ^{of} the tracts of land last above mentioned for the consideration as is alleged of \$1751.20 a copy of which deed is hereto annexed marked "Exhibit A"

And your orator further sheweth that at the time of said sale, the said Cowing well knew or had been informed of the rights of your orator in the premises & that all the title proposed by said Post was only a lien or security on said lands for the payment of the loan aforesaid from said Post to your orator.

And your orator further sheweth that at the time & by the terms of said sale it was expressly agreed by & between said Post & said Cowing that your orator's rights in the premises should not be affected, by said sale & that your orator should have further time until the first day of January A.D. 1849 to pay the amount due upon the bond aforesaid from said Post to your orator, & that if your orator should pay the amount due upon said bond on or before the first day of January A.D. 1849, that then & in that case said Cowing should make execute & deliver to your orator a

Warranty deed in fee simple of the lands so purchased by said Cowing of said Post, in accordance with the terms & conditions of said bond from said Post to your Orator,

And your orator further sheweth, that on the third day of January A.D. 1849, your orator entered into an agreement with said Caleb Cowing, which agreement was reduced to writing and signed by the said Cowing and your orator and is in the words and figures or to the effect & purport as follows, (that is to say)

" This agreement made this third
 " day of January 1849 between Caleb Cow
 " ing of Yates County in the State of New York
 " of the one part & Tobias Wynkoop of Lake
 " County in the State of Illinois of the other
 " part Witnesseth

" The said Cowing is the owner of
 " one thousand five hundred and twenty acres
 " of land in township number forty four
 " North range eleven east in Lake County in
 " the State of Illinois, now in possession of the
 " said Wynkoop under a forfeited contract
 " for the purchase of the same,

2^d " The said Wynkoop hereby surrenders
 " to the said Cowen the actual possession of
 " the said lands and of every part thereof,
 " and acknowledges himself to occupy the

- " same as a tenant at Will of the said Cowing,
 " and liable to be removed from such occu-
 " pancy at the Will of the said Cowing,
 3^d " It is agreed by and between the said
 " Cowing and Wynkoop, that he the said
 " Wynkoop may sell and dispose of so
 " much of the said lands as will amount
 " to the sum of five thousand six hun-
 " dred dollars, with interest and other
 " charges as herein after expressed, and that
 " upon receiving the money or securities
 " arising from such sales he the said
 " Cowing Will convey the lands so sold to
 " the purchaser thereof by a good & sufficient
 " deed executed by himself and wife, such
 " sales may be made for cash, or part cash
 " and part credit, according to the custom of
 " the country and the whole purchase mon-
 " ey on such sales to be paid to the said
 " Cowing, and the securities whether by
 " contract or bond and mortgage are to
 " be taken to him and in his name, and
 " to be received by him before the execu-
 " tion of a conveyance of the land or any
 " part of it,
 4th " When so much of the lands shall have been
 " sold as that the money and securities
 " received therefor shall amount to the
 " said sum of five thousand six hun-

"dred dollar with the interest thereon to be
 "paid half yearly on the first day of June
 "and December of each year at and after
 "the rate of seven per cent per annum,
 "until the whole principal shall be
 "paid together with taxes the said Cowing
 "may hereafter pay on the said lands, and
 "the expenses of the said Cowing in going
 "to, remaining at, and returning from the
 "State of Illinois to attend to the business
 "of the said lands With a compensation
 "of one dollar and fifty cents ^{per} ~~for~~ each
 "day devoted to the said business, and
 "in travelling to and from and staying
 "in Illinois on such business; and all
 "expenses of counsel and of drawing ^{land recording} ~~of~~ papers
 "then and in that case the said Cowing
 "hereby agrees and covenants to and with
 "the said Wynkoop that he will retain
 "and hold such portions of the said
 "lands as may remain unsold for the
 "benefit of the said Wynkoop or of his family,
 5 " In case the said Wynkoop shall not by the
 "first day of June next, sell enough of the
 "said lands to pay off the several sums above
 "mentioned then the said Cowing reserves
 "the right to sell and dispose of one third
 "part of the said land during the year one
 "thousand eight hundred & forty nine and

" apply the proceeds as herein provided for sales by
 " the said Wynnkoop; and also during the year
 " one thousand eight hundred and fifty the
 " said Corning has the right to sell the resi-
 " due of the said lands or so much thereof as
 " shall be sufficient to pay off the balance
 " that may remain after ~~applying~~ the pro-
 " ceeds of the said ~~lands~~ sales that may have
 " been made in the year one thousand eight hun-
 " dred and forty nine, such right however not
 " to be exercised by the said Corning in either
 " year provided the said Wynnkoop shall pro-
 " ceed with reasonable diligence in the sale
 " of the said lands."

Witness our hands and seals the
 " day and year above written
 " In Presence of" Caleb Corning ^(Seal)
 " B. Whiting" Tobias Wynnkoop ^(Seal)
 as by the said agreement, ^{where} produced will
 more fully appear.

And your orator further shews-
 eth that the said lands mentioned in
 said agreement are the identical lands
 that were purchased by your orator on
 the eleventh day of June AD 1842, as
 herein before stated and which were
 conveyed to said Corning and Post as secur-
 ty for the loans as aforesaid

And your orator further sheweth

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It is also the sum of fifty dollars in cash loaned to your orator by said Cowing on said
thirteenth day of January A.D. 1849

unto your Honor that the said amount of Five
thousand Six hundred dollars was the an-
mount claimed to be due by said Cowing
from your Orator on account of the loan ~~from~~
your to your orator from said Cowing on
said Eleventh day of June A.D. 1842, with
the interest due thereupon & the taxes paid
by said Cowing & also on account of the
loan as aforesaid from said Post including
interest taxes and the expenses of said Post.

And your Orator further sheweth that
immediately after the making of said
agreement and during the year 1849 and
first part of the year A.D. 1850, your
orator endeavored to sell said lands men-
tioned in said agreement and used all the
means in his power so to do but owing to
the scarcity of money in the State of Illinois

Was unable to sell the same or any part
thereof for any adequate consideration

And your Orator further sheweth that
on the fifteenth day of January A.D. 1850
the said Cowing advertised in a public news-
paper published in said county of Yates &
also in a public newspaper published in the
city of Chicago, all of said lands to be sold
at public sale at the General Hotel in the
town of Geneva in the county of Ontario afore-
said on the seventh day of May A.D. 1850

a copy of which advertisement is herewith annexed marked exhibit "B"

And your orator further sheweth that on the twenty second day of March AD 1830 said Caleb Cowing sold and conveyed to Julius Bull of the County of Seneca in the State of New York all of said lands herein before described for the alleged consideration of Six thousand dollars and that at said time said Cowing made executed & delivered to said Bull a Warranty deed, (subject to all back taxes) of said lands a copy of which deeds is herewith annexed marked Exhibit "C" & to which your orator begs leave to refer &c

And your orator further sheweth that at the time of said sale the actual cash value of said lands were ten dollars per acre And your orator further sheweth that at the time of the sale from ^{said} Cowing to said Bull the said agreement last above mentioned between said Cowing and your Orator was in full force, and that said Bull well knew at the time of said conveyance last mentioned that such agreement had been made between said Cowing and your Orator, and that it remained in the possession of your orator unforfeited and uncancelled.

And your Orator further sheweth that about the fifteenth day of October A.D. 1830 your Orator called upon said Bull, and stated that he had come to fulfil the terms of the agreement, above mentioned between said Corning & your Orator, and your Orator also stated that he had the money & was prepared. Willing & desirous to pay to said Bull the amount of money mentioned in said agreement, together with all interest taxes & Expenses that might be due thereupon and offered said Bull said amount and demanded of said Bull a deed of said premises in accordance with the terms of said agreement & that said Bull replied that he would have nothing to do with your orator

And your Orator further sheweth that on the third day of June A.D. 1831 he tendered to said Bull the sum Seven thousand dollars & demanded of said Bull a deed of said premises, according to the terms of said agreement, that said Bull replied that he knew nothing about the matter and referred your Orator to said Corning

That on the fourth day of June A.D. 1831, your Orator also tendered to said

Cowing, the sum of Seven thousand dollars on said agreement & demanded of said Cowing a deed in accordance with the terms of said agreement so entered into between said Cowing and your Orator, on said third day of January A.D. 1849, that said Cowing replied, that your Orator must go to said Bull that he the said Cowing had nothing to do with the matter, and that said Bull knew all about the matter and would do what was right.

And your Orator further sheweth that said amount of seven thousand dollars was the full amt due on said agreement between said Cowing & your Orator.

And your Orator further sheweth that he has always since said third day of January A.D. 1849 been ready and willing to perform on his part, all the terms of said agreement & to pay to said Cowing or to said Bull the full sum that may be due on said agreement.

And your Orator further sheweth that on the day of A.D. said Julius Bull caused to be commenced before a Justice of the peace of the County of Lake aforesaid, an action

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if forcible entry & detainer against your orator
to recover possession of said premises that
your Orator at said time was absent
from said State of Illinois and that
the wife of your Orator from fear of
said action & from the fear of being driven
from said premises by force yielded & left
the possession thereof, since which time
said Bull has remained in the posses-
sion thereof,

And your Orator further sheweth that
he hath repeatedly applied to the said
Caleb Cowen & the said Julius Bull
and hath requested ~~from~~ them specif-
ically to perform the aforesaid agree-
ment.

And your Orator hoped that said
Caleb Cowen would have specifically com-
plied with such your Orators reasonable
requests, and that the said Julius Bull
would have conveyed to your Orator the
lands described in agreement as he was
equitably bound to do.

But now so it is may it
please your honor, that the said Caleb
Cowen, Abraham A. Post and Julius
Bull, combining and confederating with
together and with divers other persons
at present unknown to your orator,

whose names when discovered your orator prays
 he may be at liberty to insert herein
 with apt words to charge them as
 parties defendants hereto and containing
 how to wrong and ~~offend~~ injure your
 orator in the premises they the said
 Caleb Cowen & Julius Bull absolutely
 refuse to comply with such requests,
 and he the said Cowing at at times
 pretends that he bought the lands orig-
 inally for his own use, and that your
 orator was only a tenant thereupon,

Whereof your orator expressly charges the
 contrary thereof to be the truth, And
 as further evidence thereof your orator
 further charges that said conveyance so
~~so~~ taken Cowen on the eleventh day of
 June A.D. 1842 was intended by said
 Cowen & your orator only as a lien upon
 said lands & as security for said loan
 as aforesaid to your orator.

And your orator further charges
 that said Cowing at the time of the
 conveyance of said lands by said Post
 to said Cowing or at the time of the
 payment of the purchase money for the
 same if he hath actually paid such
 purchase money well knew or had been
 informed or had reason to believe or

suspect that the title to said lands so purchased by said Cowing for said was held by said Post as security for the loan of money to your orator by said Post.

And your Orator further charges that the said agreement so entered into on the third day of January A.D. 1849 between said Cowing & your Orator was only intended by said Cowing, ~~by said Cowing~~ & your Orator as a substitute for the former contracts herein before mentioned, between said Post, said Cowing & your Orator and were intended only to secure the payment of the aforesaid loan with interest expenses & taxes to said Cowing.

And the said Bull at times pretends that he purchased said lands in good faith being ignorant at the time of purchase, of the rights of your orator and of the existence of the above mentioned agreement between said Cowing and your Orator, and also being ignorant of the real nature of the title possessed by said Cowing.

Whereas your Orator expressly charges the contrary thereof to be the truth, and as further evidence thereof your Orator charges, that at the time of the conveyance aforesaid, from said Cowing to said Bull

or at the time of the payment of the purchase money for the same, if he hath actually paid such purchase money, Well knew or had been informed, or had received some intimation or had some reason to suspect or believe that the said Coving had entered into such agreement as aforesaid with your orator and also that said Coving held the title to said lands only as security for the loan of the monies, as aforesaid by your Orator All of which actings, doings pretences and refusals are contrary to equity and good conscience & tend to the manifest wrong and injury of your Orator in the premises

In consideration whereof and inasmuch as your orator can only have adequate relief in the premises in a court of equity where matters of this nature are properly cognizable and relievable,

To the end therefore that the said Abraham St. Post Caleb Coving and Julius Bull and their confederates When discovered, may upon their several and respective conjugal oaths, to the best and utmost of their several and respective knowledge remembrance information and belief full true direct and perfect answers make to all and singular the matters aforesaid, and that as fully and par-

licitly, as if the same were here repeated and
 they and every of them, ^{distinctly} ~~directly~~ interrogated
 thence, and more especially, that the said
 Abraham et. Post may in manner and
 form answer, ~~and~~ ^{or} set forth whether in the
 spring of A.D. 1842, he did not come to
 the State of Illinois and advance & loan
 to your orator the sum of money herein-
 before mentioned, or any other & what sum
 of money to enable your orator to purchase
 the lands hereinbefore mentioned, and
 whether he the said Post did not take
 the title to said lands in his own name,
 only as security for the payment of such
 loan and interest taxes and expenses, or how
 otherwise. And whether he the said Post
 did not make execute and deliver to your
 Orator the bond for a deed above mention-
 ed, And whether he the said Post did
 not at the time of the sale, to the said
 Cowing, of the lands above mentioned,
 expressly agree to and with said Cowing
 to reserve to your Orator the right to pay
 to said Cowing the amount that should
 be due on said bond from said Post to your
 orator, at any time before the first day
 of January A.D. 1849 and to extend the
 time of payment mentioned in said
 bond up to the said first day of January

as aforesaid,

And that the said Caleb Cowing may in manner & form as aforesaid answer and set forth whether in the month of June 1842. he did not loan or advance to your orator the sum of one thousand six hundred thirty dollars, or any other what sum of money to enable your orator to purchase the lands herein first above mentioned or how otherwise, and whether he did not at said time take the title to said lands in his own name, for the use and benefit of your orator as above mentioned, and as security for the payment of said loan as aforesaid or how otherwise,

And whether he the said Cowing did not at said last mentioned time, in consideration as aforesaid, agree to and with your orator to make execute and deliver to your orator a bond in writing of such date or of or to such purport and effect as is hereinbefore in that behalf mentioned,

And whether he did make execute such bond or any other, and if not, the reason why such bond was not executed,

And whether said Cowing did not at the time of the sale from said

Post to said Cowing hereinbefore mentioned agree to extend the time of payment on the said bond from said Post to your orator until the first day of January A. D. 1849,

And whether the agreement in writing of such date, or of, or to such purpose and effect as hereinbefore in that behalf mentioned was not duly entered into and signed by said Cowing and your Orator, or how otherwise

And whether he the said Cowing did not at the time hereinbefore stated, or at some other what time, cause all of said lands hereinbefore mentioned to be advertised to be sold at public sale, as is hereinbefore mentioned,

And whether such lands were so sold or offered for sale,

And whether your orator did not on or about the fourth day of June A. D. 1830 or at some other time tender to said Cowing the sum of seven thousand dollars in manner & form as hereinbefore mentioned & demand of said Cowing a deed of the premises heretofore mentioned,

And whether ~~the~~ said sum of seven thousand dollars was not the full amount

due to said Cowing from your orator on said agreement at said time,

And that the said Julius Bull may in manner & form aforesaid set forth, whether he did not on the day & year aforesaid or at any other & what time, purchase of said Cowing the lands here inbefore mentioned, and if any, what consideration was paid therefor.

And whether at the time of said purchase or before the purchase he knew or had been informed of the existence of the agreement hereinbefore mentioned, between said Cowing and your orator, and when he first had knowledge of said agreement,

And whether your orator did not at the time hereinbefore mentioned, offer to pay to said Bull the full amount due on said agreement from said Cowing to your Orator & demand of said Bull a deed of the premises hereinbefore mentioned,

And whether your orator did not on the day heretofore mentioned or some other day tender or cause to be tendered to said Bull the said sum of Seven thousand dollars & demand of said Bull a conveyance of said lands

as is hereinbefore mentioned,

And that the said agreement so made between your Orator and the said Caleb Coving, ~~sfor said~~ as aforesaid may be specifically performed and that the said Julius Bull may be decreed to surrender to your orator and to his heirs the said lands, your orator being willing & ready thereby offering specifically to perform the said agreement in all things on his part and behalf. And that your orator have such further or other relief in the premises as the nature of the circumstances of this case may require and to your honor shall seem meet;

May it please your honor to grant unto your orator a summons to be directed to the said Abraham A. Post, Caleb Coving and Julius Bull, thereby commanding them to be and appear your honor in this honorable court & then & there, full, true & perfect answer make to all and singular the premises, and further to stand to, perform & abide such further order, direction & decree therein as to your ^{honor} ~~order~~ shall seem meet.

And your orator shall ever pray &c

Johas Wynkoop by Ferry &
Clarke his Solicitors

This Indenture made the eleventh day of March
 in the year of our Lord one thousand eight
 hundred & forty eight Between Abraham A.
 Post of the town of Seneca, County of Onta-
 rio State of New York of the first part and
 Caleb Cowing of the town of Starkey of the
 County of Yates State of New York of the
 second part, Witnesseth that the said par-
 ty of the first part for and in considera-
 tion of the sum of seventeen hundred
 & fifty one dollars & twenty cents to him in
 hand paid by the said party of the second
 part the receipt whereof is hereby confessed
 & acknowledged has granted bargained
 sold remised released and by these presents
 de grant bargain sell remise release & forever
 quit Claim unto the said party of the sec-
 ond part & to his heirs & assigns ^{forever} all my right &
 title of seven eighty acre lots of land that
 I bought in June 1842, situate lying & being
 in Township number forty four North of range
 Eleven East of the third principal merid-
 ian in Lake County State of Illinois,
 the above lots are in & are parts of Sections as
 hereinafter described as follows (viz) the
 South West quarter of Section number
 four 160 acres. Also the East half of
 the North East quarter & the West half

of the South East quarter & the East half of the South West quarter of section number eight 140 acres, Also the North West quarter of Section number nine 160 acres, all lying in township number forty four north of range Eleven East of the third principal meridian in Lake county Illinois containing in all five hundred & sixty acres of land according to Government survey and sold subject to all taxes since the Eleventh day of June 1842, Together with all and singular the hereditaments & appurtenances therunto belonging or in any wise appertaining, and the reversion & reversions, remainder & remainders rents issues & profits thereof and all the estate right title interest claim & demand whatsoever of the said party of the first part either in law or equity of in & to the above bargained premises with the said hereditaments & appurtenances, To have and to hold the said land to the said party of the second part & to his heirs & assigns, to the sole & only proper use, benefit & behoof of the said party of the second part his heirs & assigns forever.

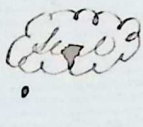
In Witness Whereof the said party of the first part has hereunto set his hand & seal

"on the day & in the year first above written

"Signed Sealed and Delivered

"in the presence of B. Whiting

"John A. Whiting

Abm A. Post 

"United States of America

"State of New York Ontario County

Be it known that

on the twenty second

"day of May AD one thousand eight hundred

"& forty nine before me James Gillispie a Notary

"Public for the State of New York duly com

"missioned & sworn; dwelling in the village

"of Geneva County of Ontario & State aforesaid

"came Abraham A. Post to me well known

"to be the person described in & who executed

"the within deed & that he acknowledged the

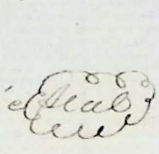
"execution of the same for the purposes therein

"stated which is to me satisfactory evidence

"of the execution thereof. In Testimony Whereof

"I have hereunto subscribed my name & affix

"ed my seal of office

"James Gillispie Notary Public 

"State of Illinois

"Lake County

I Augustus B. Cotes Clerk of

the Circuit Court and

"Ex officio Recorder in and for said County,

"and State aforesaid, do hereby certify the

"foregoing to be a true transcript of a deed

"filed in my office for record on the 30th

"day of October 1849 and recorded in

"Book S of deeds at page 291. In

"Witness Whereof I have hereunto set my
 "hand and the seal of said court this
 "8th day of August A.D. 1853

Seal of
 Court

"J. B. Bates Clerk
 "By J. H. Bates Deputy

Exhibit "B"

"Public Sale"

"The undersigned will expose & at Public
 "sale at the Geneva Hotel in the village of
 "Geneva in the County of Ontario, in the State
 "of New York on the seventh day of May
 "1850 at ten o'clock in the forenoon the follow-
 "ing tract of land situated in township num-
 "ber 44 North of Range number Eleven east.
 "3rd principal meridian being in Lake
 "Geneva State of Illinois viz:
 "Lot No 1 in the north west quarter of Section No 3
 Acres 80, 18-100

"South half of Section No 4	320
"South half of Section No 5	320
"East half of North East quarter of Section No 7	80
"North half of Section No 8	320
"South west quarter and West half of South	
"East quarter Section No 8	240
"North West quarter of Section No 9	160
"A.	1520, 1800

"The tract is on the stage road near Liberty
 "ville, between "Chicago and Milwaukee."
 "it is well watered by the Des Plaines Riv-
 "er and other streams crossing it and is of
 "the best quality of farming lands, and
 "about eight miles from Waukegan or Little
 "Fort on Lake Michigan,

Terms. Cash - Title is good.
 "Cash Cowing"

"Dated at Starkey Jan 15, 1830"

Exhibit "C"

This Indenture made the twenty second
 day of March in the year of our Lord
 one thousand eight hundred and fifty.
 Between Culeb Corning of the Town of Star
 Key in the county of Yates State of New
 York and Rhoda his wife of the first part
 and Julius Bull of the Town of Seneca
 Falls, in the County of Seneca in the
 State of New York of the second part
 Witnesses: That the said parties of the first
 part for and in consideration of the sum of
 six thousand dollars to them in hand paid
 by the said party of the second part, the
 receipt whereof is hereby confessed and
 acknowledged have granted bargained sold
 remised released aliened and confirmed
 and by these presents doth grant bargain
 sell remise release alien and confirm unto
 the said party of the second part, and to
 his heirs and assigns forever. All that
 certain tract of land situate lying and
 being in Township number forty four
 North of range eleven east of the third
 principal meridian in Lake county State
 of Illinois, containing nineteen eighty acres

"of land, being parts of Sections as herein des-
 "cribed (viz) Lot No one in the north
 "West quarter of section number three (3)
 "containing eighty acres and $\frac{18}{100}$ of an
 "acre of land. Also the South half of
 "Section number four (4) containing three
 "hundred and twenty acres. Also the South
 "half of Section ~~number~~ five (5) containing
 "three hundred and twenty acres. Also
 "the east half of the North east quarter
 "of section number seven (7). Also the
 "north half of section number eight (8)
 "containing three hundred and twenty
 "acres. Also the south west quarter and
 "west half of the south east quarter
 "of section number eight, containing two
 "hundred and forty acres. Also the north
 "west quarter of section number nine (9)
 "containing in all the several lots fifteen
 "hundred and twenty acres of land and
 " $\frac{18}{100}$ th of an acre, according to govern-
 "ment survey, sold subject to all back
 "taxes. Together with all and singular the
 "hereditaments and appurtenances there-
 "unto belonging or in any wise ~~thereunto~~
 "appertaining, and the reversion and reversions
 "remainders and remainders rents issues and
 "profits thereof and all the estate right
 "title interest claim or demand whatsoever

"of the said parties of the first part, either
 "in law or equity of in and to the above
 "bargained premises with the said her-
 "covenants and appurtenances, To have
 "and to hold the said above granted,
 "bargained and described premises unto
 "the said party of the second part his
 "heirs and assigns to the sole and only
 "proper use benefit and behoof of the
 "said party of the second part his heirs
 "and assigns forever. And the said par-
 "ties of the first part for themselves and
 "their heirs executor and administrators,
 "doth covenant grant bargain ^{promise} and agree
 "to and with the said party of the second
 "part, his heirs and assigns that the
 "above bargained premises in the quiet
 "and peaceable possession of the said
 "party of the second part his heirs and
 "assigns against all and every person
 "or persons lawfully claiming or to claim
 "the whole or any part of the above men-
 "tioned and described premises, he
 "the said Caleb Cowing will forever
 "Maintain and Defend,
 "On Witness Whereof, The said parties
 "of the first part hath hereunto set their
 "hands and seals on the day and ^{in the} year

"first above written

"Signed Sealed and } Caleb Cowing *Caleb*
 "delivered in the } Rhoda Cowing *Rhoda*
 "presence of J. K. Royce }
 "John B. Cowing }

"State of New York } On the 22 day of
 "Yates County ss } March 1830 before
 "Isaac Lanning a Justice of the peace
 "in and for said County came Caleb
 "Cowing and Rhoda his wife whom I
 "know to be the Grantor described in
 "and who executed the above deed, And
 "acknowledged they executed the same,
 "and the said Rhoda his wife on
 "a private examination separate and
 "apart from her husband acknowledged
 "she executed the same freely and
 "without fear or compulsion of her
 "said husband."

Isaac Lanning Justice

"State of New York } I certify that
 "Yates County Clerk's office } ss. Isaac Lanning
 "Esquire was at the date of the certificate of
 "proof or acknowledgment of the annexed
 "instrument, a Justice of the peace in and
 "for said County, duly authorized to take the
 "same that I am well acquainted with

"his handwriting and verily believe that
 "the signature to said certificate is genuine,
 "and that the annexed instrument is executed and acknowledged according to the laws of this State

"In testimony whereof I have hereunto
 "set my hand and affixed the seal of
 "said county at Penn Yan this 23^d
 "County day of March AD 1830

Seal of
 County

Alfred Reed Clerk

"State of Illinois } ss.

"Lake County }

I Augustus

"B. Cotes Clerk of the Circuit Court and
 "ex officio recorder in and for said county
 "and State aforesaid do hereby certify the
 "foregoing to be a true transcript of a
 "deed filed in my office for record on
 "the Eleventh day of April 1830 and
 "recorded in book "16" of deeds at pages
 "417 + 418

"In Witness Whereof I have
 "hereunto set my hand and
 "the seal of said court this 8th
 "day of August AD 1833

Seal of
 Court

"A. B. Cotes Clerk

"R. J. H. Cotes Deputy

went with an endorsement thereon of the manner in which you shall have executed the same

Witness Augustus B. Cotes Clerk of said Court and the Seal thereof at Hank again in said county this Eighth day of August A.D. 1853

Seal of Court
[illegible]

Augustus B. Cotes Clerk
for J. W. Cotes Deputy

On the back of which above and foregoing summons are endorsed the words and figures following

"50"

"October Term 1853"

Tobias Wymkoop
vs

Abraham et. Post
Calab Cowing +
Junius Bull
Sums in Chancery.

Not served

on the within named
Defendants they not being
found in my county

Fees Relg. 10

A Granger Sheriff

Filed ^{10th} Oct - ~~10th~~ 1853

A B Cotes Clerk
for J. W. Cotes Deputy

Henry Clark Solr

And that thereupon on the ^{said} eighth day of August A.D. one thousand eight hundred and fifty three in the vacation aforesaid of said Circuit Court a summons was issued out of said court having the seal of said court thereto affixed which is in the words and figures following to wit;

"State of Illinois } ss.
Lake County }

The People of the State of Illinois
to the Sheriff of said County Greeting. We
command you that you summon Abraham
A. Post, Caleb Cowing and Julius Bull 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 Mank
egan in said county on the second Monday
of October next to answer unto the bill of
complaint of Tobias Wynkoop Exhibited in
said court on the chancery side thereof against
them. And have you there and there this

sent with an endorsement thereon of the manner in which you shall have executed the same

Witness Augustus B. Cotes Clerk of said Court and the seal thereof at Hank again in said county this Eighth day of August A.D. 1853

Seal of Court
[illegible]

Augustus B. Cotes Clerk
for J. W. Cotes Deputy

On the back of which above and foregoing summons are enclosed the words and figures following

"50"

"October Term 1853"

Tobias Wynkoop
vs

Abraham et. Post
Calib Cowing &
Junius Bull
Sund. in Chancery.

Not served

on the within named
Defendants they not being
found in my county

Fees Retg. 10

A Granger Sheriff

Filed ^{10th} Oct - ~~14th~~ 1853

A B Cotes Clerk
for J. W. Cotes Deputy

Henry Clark Solr's

And that afterwards to wit on
the fifteenth day of October 1833, the
same being a day of the October term
of the said circuit court ^{of Lake county aforesaid} for the year last
aforesaid, proceedings were had in said
court which are entered of record in
the words and figures following to wit

"Tobias Wynkoop
"50. " vs } "Bill
"Abraham A. Post, Clerk
"Corwin and Julius Bull }

"Now comes A. P.
"Smith solicitor for the said defendants and
"enters their appearance in this cause, and
"afterwards come said parties, the said com-
"plainant by Perry his solicitor and the said
"defendants by their said Solicitor and there-
"upon, on motion of said defendants, it is
"ordered that they have sixty days after
"the present term of this court in which
"to plead answer or demur to said com-
"plainants bill of complaint herein"

"United States of America
 "State of Illinois Lake County } p.

" Pleas before
 " the Honorable Buckner S. Morris 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 Mankewan in said
 " county, on the second day of March in the
 " year of our Lord one thousand eight hun-
 " dred and fifty four and of the independ-
 " ence of the United States the seventy eighth

" Said term of court being held per-
 " suant to a special order of the Honorable
 " Buckner S. Morris, Judge of the seventh
 " judicial circuit ^{of said state} and presiding judge of the
 " circuit court of Lake county aforesaid, bearing
 " date on the sixth day of February AD 1834
 " and calling said special term to commence
 " on the second day of March AD 1834 for
 " the trial hearing and determination of all
 " pleas that may be depending in said
 " court, civil criminal and chancery due no-
 " tice 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 Buckner
 "S. Morris Judge Augustus Gram-
 "mer Sheriff of Lake County
 "Attest. A. B. Cotes, Clerk.

afterwards to wit
 And that, in the second
 day of March last aforesaid the same be-
 ing a day of the March special term afore-
 said for the year last aforesaid proceed-
 ings were had in said court which
 are entered of record in the words and
 figures following to wit:

"34. Tobias Wynkoop }
 vs. } Bill
 Abraham A. Post, Capt. }
 Cowen and Julius Bull }

Now comes said com-
 plainant by Ferry his solicitor and then
 upon come said defendants Caleb Cowen
 and Julius Bull by Smith their solicitor
 and enter their motion for leave to file
 their separate answers herein, and after
 arguments of counsel, the court being fully ad-
 vised in the premises, it is ordered that
 said defendants have leave to file their
 answers forthwith.

And that afterwards to wit on the said second day of March last aforesaid, the same being a day of the March special term for the year last aforesaid an answer was filed in said circuit court which is in the words and figures following to wit;

In Chancery Before the Lake County
circuit court

The Separate answer of Julius Bull
one of the Defendants to the Bill
of complaint of Tobias Wynkoop
Complainant against the said
Julius Bull Caleb Corning and
Abraham A. Post.

This Defendant the said Julius Bull, now
and at all times hereafter, saving and reserv-
ing to himself all manner of benefit and
advantages of Exception to the many er-
rors and insufficiencies in the said Com-
plainant's said Bill of complaint con-
tained for answer therunto or so much
or such parts thereof as the defendant is
advised is or are material for him
to make answer unto, this Defendant
Julius Bull answers and says - That he
has been informed and believes that the
said complainant entered upon and
claimed a possession of some part or portion
of the lands and premises mentioned
in the said complainant's said bill of
complaint in or about the year 1835
but what particular part or portion there-
of this Defendant is ignorant and can
not set forth, but this Defendant upon
his information and belief denies

that the said complainant entry claim or
 possession embraced Lot number one
 of the north West quarter of Section three
 township forty four north of range
 eleven east, or that the said complain-
 ant ever had or pretended to have any
 possession or claim to the said last men-
 tioned tract of land at any time except
 as hereinafter mentioned,

And this Defendant further answer-
 ing saith that he has no knowledge or
 information whatever save from the
 said Bill of complaint that the said
 Complainant during the year 1835, 1836,
 or 1837 or at any other time whatever en-
 closed the said lands described in the said
 Bill of complaint with a good and sub-
 stantial rail fence as alleged in said
 Bill, but this Defendant has been infor-
 med that about the time last afore-
 said the said complainant laid the
 foundation of a fence one rail high
 around a large tract of country Em-
 bracing some portion of the said
 lands described in the said Bill with
 a view of ~~improving~~ claiming the pos-
 session thereof, but this Defendant
 upon his information and belief denies
 that any part of the said lands and

premises mentioned and described in the said Bill, which were afterwards purchased by the defendant Caleb Cowing of the Government of the United States as hereinafter mentioned had at the time of said purchase by the said Caleb Cowing any rail fence or other improvements upon the said lands at the time the said Caleb Cowing purchased the same in June 1842,

And this Defendant further answering upon his information and belief admits that in or about the month of May in the year 1842 the said complainant called upon the Defendant Caleb Cowing at his residence in the County of Yates and State of New York and informed the said Defendant Caleb Cowing in substance and to the effect that the sale of the Government lands of the United States would take place in the month of June then next following, and that he had claim to some lands in Lake County in the State of Illinois which he would lose as he had no money to buy the same and required the said Caleb Cowing to buy them and give him the said Complainant time & a chance to pay for the same afterwards then and then stating to the said Cowing that the said lands

were good and that money might be made by the purchase of them at the land sales and that he was not able to pay for a foot of land, and would be glad if the said Defendant Caleb Cowing would purchase some of the lands which he claimed and give him a chance to pay for the same,

And this Defendant further answering to the best of his knowledge information and belief says that said Caleb Cowing then and there refused to comply with the request of the said Complainant or to enter into any negotiation arrangement or agreement with the said Complainant upon the subject in any way or manner,

And this Defendant further answering says, that at the time he purchased the said lands and premises as hereinafter mentioned he had no knowledge notice or information whatever of the application made by the said Complainant to the said Caleb Cowing as aforesaid, or that the said Complainant at the time of the purchase of the said lands by said Cowing had or ever claimed to have any right interest or claim to said lands or any part thereof.

And this Defendant further answering upon his information and belief denies that the said Caleb Cowing at the time last aforesaid or any other time or in any other way or manner what ever offered or agreed to loan; or entered into any negotiation arrangement agreement or understanding whatever to loan or advance to the said Complainant any money whatever to enable him to buy or purchase any of the lands mentioned in the said Bill of complaint or any other lands whatever

And this Defendant further answering upon his information and belief denies that the said Defendant Caleb Cowing at any time whatever entered into any ~~arrangement~~ ^{agreement} or understanding whatever with the said complainant to purchase the whole or any part of the said lands mentioned in the said Bill, or any other lands whatever or to give the said complainant any right whatever to redeem said lands or any lands which the said Caleb Cowing might purchase at said land sales

And this Defendant further answering saith that he has no knowledge or

information whatever save from the said bill of complaint that the said complainant was induced to apply to the said Defendant Caleb Cowing for a loan of money for the reason alleged in said Bill, or whether the said Cowing at any time, or in any way or manner or on any occasion during the years 1840, 1841 & 1842 wrote to the said complainant stating that he the said Cowing would assist the said complainant in the purchase of said lands mentioned in the said bill or any other lands whatever or that he the said Cowing had the money and would loan it to the said complainant and would charge the said complainant interest at seven per cent per annum as is alleged in the said bill of complaint or in any other way or manner. And this defendant upon his information and belief denies the same.

And this Defendant further answering says upon his information and belief denies that the said complainant induced the said Defendant Caleb Cowing and Abraham A. Post to come to the State of Illinois and loan to the

said complainant the money to purchase the said lands and premises mentioned and described in the said bill of complaint or any part thereof.

And this Defendant further answering upon his information and belief denies that on the first day of June 1842 or at any other time the said Caleb Cowing and Abraham Post or either of them came to the city of Chicago in the State of Illinois at which place the said lands sales were to take place as mentioned in said Bill or in any other way or manner, or that the said Caleb Cowing then and there agreed with the said Complainant that he the said Cowing would loan to the said Complainant the sum of twelve hundred dollars to be paid to the United States as the consideration for the purchase of Lot number one in N W $\frac{1}{4}$ of Section No ~~Three~~ 3 S. E $\frac{1}{4}$ of Section No four S $\frac{1}{2}$ of Section No five E $\frac{1}{2}$ of N E $\frac{1}{4}$ of Section No Seven W $\frac{1}{2}$ of N E $\frac{1}{4}$ + N W $\frac{1}{4}$ of Section No Eight + W $\frac{1}{2}$ of S W $\frac{1}{2}$ of Section Eight all in Township No forty four north of range No Eleven East of the Third principal meridian and containing nine hundred and sixty acres of land part and parcel of the lands mentioned in the said Bill of Complaint, as mentioned in said Bill of Complaint or in any other way or manner whatever.

And the said Defendant further answering upon his information and belief denies that the said Caleb Cowing on the Eleventh day of June 1842 or at any other time loaned or advanced to the

said Complainant the sum of twelve hundred dollar or any other sum for the purpose of paying for land, or that the said Complainant then and there on the said Eleventh day of June 1842 or at any other time purchased for his own use and benefit the said last mentioned tract of land or any part or parcel thereof taking the certificate of purchase thereof in the name of the said Caleb Cowing to secure the said Cowing for the said pretended loan of the money as mentioned in said Bill or as security for the expenses of said Cowing in coming to the State of Illinois as mentioned in the said Bill or for any other purpose whatever,

And this Defendant further answering upon his information and belief says and admits, that the said Caleb Cowing purchased at the said land sales at Chicago in June 1842 the tract of land last above mentioned and described and that the said Cowing paid therefor the sum of twelve hundred dollar and twenty five cents, that said Cowing purchased said lands for his own proper use and benefit - And this defendant further upon his information and belief denies that the said Cowing purchased the said Lands for the use

or benefit of the said Complainant, or that the said Cowing made any agreement with the said Complainant that he the said Complainant was to have the said lands or any interest in or to the same or any part thereof at any time before the purchase by said Cowing.

And this defendant further answering upon his information and belief denies that the said Cowing at the time of the said pretended loan mentioned in the said Bill agreed to and with the said complainant in consideration of the conveyance of the said lands as mentioned in said Bill, or upon any other consideration, that he the said Cowing would immediately upon receiving the said certificate of purchase, or at any other time that he would make execute and deliver to the said Complainant, a Bond or any other instrument in writing conditioned that if the said Complainant or his heir or assigns at any time within four years from the said Eleventh day of June 1842 should pay or cause to be paid to the said Cowing or to his heir or assigns the sum of one thousand six hundred thirty dollars and the interest thereon at the rate of seven per cent per annum to

to be paid semiannually or any other Bond or other writing containing any condition whatever that then ~~deed~~ ^{and} in that case, he the said Corwin or his heirs, executor, administrator, or assigns should or would convey unto the said Complainant his heirs or assigns by Deed or otherwise in fee simple the tract of land last above mentioned or any other land whatsoever.

And this Defendant upon his information and belief denies that in accordance with the said pretended agreement or in accordance with any other agreement a Bond was drawn and ready to be signed by the said Corwin and presented to him to be signed as mentioned in the said Bill or in any other manner or form.

And this Defendant further answering upon his information and belief says that after the said Corwin had purchased the said ~~land~~ tract of land & ^{received} ~~recorded~~ the Receiver certificate therefor and just as the said Corwin was about to start on his return to his residence in Yates County, the said Complainant called upon the said Corwin and proposed to purchase ~~the~~ said lands of the said Corwin and thereupon a conversation was had between said Corwin and the said Com

plaintiff in which the said Corving offered
 to sell to the said Complainant said tract
 of land on a credit of four years from the
 Eleventh day of June 1842 for the sum
 of one thousand eight hundred fifty four
 dollars and thirty four cents with inter-
 est at the rate of ~~seven~~^{ten} per cent per an-
 num payable semiannually at the res-
 idence of the said Corving in Yates county
 aforesaid, and in case of failure to pay
 interest at the times aforesaid the said
 interest was to become principal and
 draw interest at the rate of ten per cent,
 which said offer the said complainant then
 and there assented whereupon the said
 Corven made a memorandum of the ~~said~~
 terms of said agreement on a slip of paper
 and gave said Complainant a copy there-
 of, but neither the original nor the copy
 so given to the said Complainant was
 signed by either of the parties to be charged
 therewith. And this defendant
 respectfully insists that the said agree-
 ment not having been signed by either
 of the said parties to be charged there-
 with nor by any person thereunto law-
 fully authorized is and was void by the
 act entitled an Act for the prevention
 of frauds and perjuries Approved February

16. 1827. And this Defendant insists upon the benefit of said Act and claims the same benefit thereof as if he had pleaded the same.

And this Defendant further answering says that at the time he purchased the said lands and premises and paid therefor as hereinafter mentioned he had no notice whatever of the said last mentioned Agreement, nor did this Defendant know, nor had he any reason to suspect that any such agreement had ever been made between said Corwin and said Complainant.

And this ^{Defendant} ~~Complainant~~ further upon his information and belief denies that the said Complainant on or about the Eleventh day of June 1842 or at any other time met said Corwin in a Steam Boat in the Chicago River at a time when the said Corwin was leaving for the State of New York and asked the said Corwin whether said Bond was signed and whether he the said Corwin would deliver it to the said complainant or that said Corwin replied that he was in a hurry then and would make it all right with the said complainant, or that any such or similar conversation ever took place between the said complainant and the said Corwin, and the Defendant upon his information and belief

denies that the said Cowing thereupon handed the said Complainant a paper containing a memorandum stating the amount of the loan of the said complainant which was then about \$1630⁰⁰, twelve hundred dollars for said land aforesaid, four hundred being for the expenses incurred by said Cowing in coming to the State of Illinois at the request of said Complainant and thirty dollars for money loaned to said Complainant by said Cowing to pay for cattle, or that the said ~~Complainant~~ ~~Cowing~~ delivered to the said Complainant at that time any other paper or memorandum in relation to said land except as hereinbefore mentioned and set forth.

And this Defendant further answering upon his information and belief denies that said Lands on the said Eleventh day of June 1842 were worth the sum of eight dollars per acre or that prior to said time the said Complainant had been offered for his interest therein and his claim thereto the sum of three thousand dollars in cash or any other sum whatever.

And this Defendant upon his information and belief denies that on the

eleventh day of June 1842, or on any other
 day or time in Chicago the said Com-
 plainant entered into an agreement with
 the Defendant Abraham A. Post, by the
 terms of which said Post was to loan to the
 said Complainant the sum of seven
 hundred dollars or any other sum to enable
 the said Complainant to purchase the
 East half of the North East quarter of Sec-
 tion number Eight, the East half of the
 South West quarter and West half of South
 East quarter of section Eight, the North
 west Quarter of Section No Nine, and the
 South West quarter of Section No four,
 all in Township No Forty four North of range
 No Eleven East of the third Principal Merid-
 ian containing in all five hundred and
 sixty acres of land or any part thereof, or
 any other lands whatever - And this Defen-
 dant upon his information and belief de-
 nies denies that the Fees for said lands
 were to be taken in the name of said Post
 to secure him for the loan of the sum of money
 last above mentioned and the Expenses of the
 said Post in travelling to and from the State
 of New York on the business of the said Com-
 plainant, and also for money loaned to the
 said Complainant by said Post as mention-
 ed in said Bill or in any other way or

manner, or for any other purpose to secure any loan of money whatever,

And this Defendant upon his information and belief denies that the said Complainant in consideration of said agreement mentioned in said Bill, or in consideration of any other agreement, loaned of said Post on the said Eleventh day of June 1842, at Chicago or at any other time or place the sum of one thousand two hundred and eighty seven dollars as mentioned in said Bill, or in any other way or manner, or that said Post took the title to said tract of land last above mentioned in his own name, for the use and benefit of the said Complainant and as security for the said loan as mentioned in said Bill or in any other way or manner, and this defendant upon his information and belief denies that the said Post took the title to said lands or any part or parcel thereof for the use and benefit of the said Complainant, for any cause whatever.

And this Defendant upon his information and belief admits that on the said Eleventh day of June 1842 the said Abraham Post made executed and delivered to the said Complainant a certain Bond or instrument in writing but whether the same was conditioned

as mentioned in said Bill of complaint this Defendant has no knowledge or information save from the said Bill of complaint and therefore does not deny nor admit the same but leaves the said complainant to make such proof thereof as he may be advised,

And this Defendant further answering denies that at the time he purchased said lands and premises as hereinafter mentioned he had no notice that said Post had ever made executed and delivered to the said Complainant any bond or writing whatever in relation to said lands or any part thereof.

And this Defendant upon his information and belief denies that the said lands purchased by said Post at the time the same were conveyed to said Post were worth the sum of Eight dollars per acre as mentioned in said Bill

And this Defendant further answering upon his information and belief admits that on the Eleventh day of March 1848 he the said Abraham A. Post conveyed by Deed Claim Deed all his right title and interest in and to the said lands last above mentioned to the said Caleb Bowing for the consideration of the sum \$1751.20 a copy of

marked Exhibit "A"

And this Defendant further says that as he has been informed and believes to be true the said Caleb Cowing at the time he received the said Quit Claim Deed from the said Abraham A. Post actually paid the said Post the ^{full} sum of Seventeen hundred & fifty one dollar and twenty cents as the consideration therefor as mentioned in the Deed,

And this Defendant further answering upon his information and belief denies that the said Cowing at the time he purchased the said lands of said Post and took the deed therefor knew, or had been informed or had any notice, or information, or any reason to believe, or suspect that the said Complainant had any right in or to said lands, or that all the title proposed by said Post was only a lien or security on said lands for the payment of the loan of money from said Post to the said Complainant as mentioned in said Bill or in any other way or manner whatever,

And this Defendant upon his information and belief further says that at the time said Cowing purchased said land of said Post, he the said Cowing verily believed that the said Post had

a good valid and legal title to said land free and clear of and from all claims of the said Complainant and that said Post had a good legal and valid right to sell and dispose of the said lands in fee simple

And this Defendant further answering upon his information and belief says that the said Complainant having forfeited all right and title to the said lands and premises mentioned in the said Bill of Complaint and all claims to a conveyance of the same under the contract or agreement with the said Cowing or under any contract or agreement with the said Abraham A. Post, or any part thereof, he the said Defendant surrendered to the said Caleb Cowing the said memorandum of an agreement so as aforesaid given to him the said Complainant by the said Cowing as aforesaid, and on or about the third day of January one thousand eight hundred and forty nine surrendered up to the said Cowing all claim whatever legal or equitable to the said lands and every part and parcel thereof, and thereupon entered into an agreement in writing with the said Cowing whereby he the said Complainant acknowledged that the said Cowing was the owner of the said one thousand five hundred ^{and twenty} acres of land in Township forty four north of Range Eleven, County of...

being the same lands described in the said Bill of complaint, and then in the possession of the said Complainant. Empowering the said complainant to sell said lands on the terms therein mentioned which said agreement contract or power was reduced to writing and signed by the said Complainant and the said Corving and this Defendant believes and supposes that a copy thereof is set forth in the said Bill of complaint though this defendant prays leave for greater certainty to refer to the original contract when produced.

And this Defendant admits that the said lands mentioned and described in the said agreement are the same lands mentioned and described in the said Bill of complaint and this Defendant upon his information and belief denies that they were ever conveyed by the said complainant to the said Corving & Post or that the same was conveyed to them by any other person by the direction of the said Complainant as security for any loan whatever.

And this Defendant further answering upon his information and belief says that at the time the said Complainant and the said Corving entered into the agreement

last above mentioned of the 3^d January 1849 he the said Complainant did not claim or pretend that he had any claim to the said lands either equitable or otherwise, under or in pursuance of any agreement or understanding between him and the said Abraham A. Post nor was there any thing said by the said complainant, about any agreement between him and the said Post at the time of entering into the said agreement of the 3^d January 1849

And this defendant further answering upon his information and belief says that shortly after the making of the agreement of the 3^d January 1849 the said Complainant surrendered up to said County the said Bond or agreement made and entered into between the said complainant and the said Post as having been wholly forfeited and all right or claim under the same on the part of the said complainant was wholly abandoned.

And this Defendant further answering upon his information and belief denies that the sum of five thousand six hundred dollars mentioned in the said agreement of the 3^d January 1849 was

was the amount claimed to be due by said
 Corving from the said complainant on
 account of any loan to the said com-
 plainant from the said Corving & ~~Past~~
 as mentioned in said Bill - And this
 defendant upon his information and
 belief denies that said Corving ever
 claimed that he had made any loan
 to the said complainant except the sum
 of thirty dollars loaned to him in June 18
 42 and the sum of fifty eight dollars and
 fifty seven cents loaned by the said
 Corving to the said complainant
 on the 3^d day of January 1849

And this defendant further
 answering upon his information and
 belief denies that the said complain-
 ant immediately after the making
 of the said agreement of the 3^d of
 January 1849

and during the year 1849 & the fore part of the year 1830 endeavored to sell said lands mentioned in said agreement, or that the said complainant used all the means in his power so to do. On the contrary thereof this Defendant upon his information and belief says that the said Complainant not only refused to use due or any diligence in selling the said lands or any part thereof but also utterly refused to sell the same although he had several good opportunities so to do and was offered a fair price for the same or some part thereof.

And this Defendant further answering upon his information and belief admits that on the fifteenth day of January AD 1830, the said Cowing having advertised in a public newspaper published in said County of Yates and also in a public newspaper published in the City of Chicago all of the said lands to be sold at public sale at the Geneva Hotel in the Village of Geneva County of Ontario on the seventh day of May AD 1830 a copy of which said advertisement this Defendant believes is annexed to the said Bill marked exhibit "B".

And this Defendant further answering upon his information and belief says that immediately after advertising said lands for sale the said Cowing enclosed a copy of ^{the} said notice of sale and sent

the same to the said complainant and informing him that he the said Cowing reserved the right notwithstanding the said notice or advertisement to sell said lands and premises before the time specified in said notice, if he could get a chance to sell the same for cash down informing the said complainant that he was in great want of the money and was prep'd for the same which notice was duly received by the said complainant on or about the first day of March 1830 as this defendant has been informed and believes to be true,

And this Defendant further answering admits that after the advertisement and some time on or about the twenty second day of March 1830 he this Defendant purchased all of the said land mentioned in said Bill, of the said Caleb Cowing at private sale and paid the said Cowing therefor the sum of Six thousand and seventy five dollars, where upon the said Cowing conveyed all of the said land mentioned and described in the said Bill to this Defendant by Warranty Deed subject to all back Taxes that the consideration ^{was} ~~mentioned~~ in said Deed was mentioned in said Deed as Six thousand Dollars, although this Defendant actually

paid the said Cowing for the said lands the sum of Six thousand and seventy five dollars a copy of the said Deed given by the said Cowing to this Defendant is annexed to said Bill marked exhibit "C"

This Defendant denies that the actual cash value of said lands at the time of said sale was ten dollars per acre

And this Defendant further answering to the best of his knowledge information and belief denies that at the time of said sale and conveyance by the said Cowing to this Defendant the said agreement of the 3^d day of January 1849 between the said Complainant and the said Cowing was in full force as mentioned in the said Bill of complaint, or that the same had any force and effect whatever,

And this Defendant admits that at the time of the said sale and conveyance to him as aforesaid he knew the said agreement of the 3^d January 1849 had been made between the said Complainant and the said Cowing, and that he was furnished by the said Cowing with a copy of the same at the time of said conveyance but this defendant denies that he knew or had any reason to suspect or believe that the said agreement

of 3d January 1849 remained in the possession of the said Complainant ~~an~~ forfeited; on the contrary thereof this defendant was informed and verily believed at the time he purchased said lands as aforesaid that the said complainant had forfeited all right and claim under the said agreements.

And this Defendant further answering says that at the time he purchased said land and received a Deed therefore from the said Caleb Cowing aforesaid, he purchased the same bona fide and in good faith, and then and there actually paid the said Cowing the sum of six thousand and seventy five dollars as the consideration and price therefor and this Defendant denies all and every notice wherewith he is charged in the said Bill of complaint except as here admitted and this Defendant denies that he had any notice or intimation whatever that the said Complainant had or pretended to have or ever had or pretended to have any claim to the said lands, equitable or otherwise except under the said agreement of the 3d day of January 1849 and before this Defendant took said Deed and paid the purchase money he this Defendant went to the

Hon Bowen Whiting a Counsellor at Law of
 the State of New York and the individual
 al who drew the said Agreement of the 3^d
 of January 1849 with the said Agreement
 and inquired of said Whiting whether the
 said Complainant had or could have
 any claim equitable or otherwise to the
 said land, and whether the said Cowing
 had a good legal and valid right to sell
 the same whereupon the said Whiting
 then and there informed this Defendant
 that the said Complainant could have
 no right or claim equitable or otherwise
 to the said lands or any part thereof
 under the said Agreement and that the
 said Cowing had a good valid & legal
 right to sell and convey the said lands
 and could ~~have~~ give a perfect title to
 the same, free and clear of all claims
 equitable or otherwise of the said com-
 plainant to the same or any part and
 parcel thereof. Thereupon this Defend-
 ant relying upon the ^{said} advice and with-
 out any notice or intimation that the
 said complainant had or could have
 any claim to the said premises or any
 part thereof this Defendant believing
 that the said Caleb Cowing had a
 good valid legal and equitable right
 to sell and dispose of the said premises
 and could give this Defendant a per-
 fect title to the same in fee simple,
 this Defendant then and there in the
 manner aforesaid purchased the said

land and premises in good faith and advanced and paid the said Corving therefor the said sum of Six thousand and seventy five dollars.

And this Defendant further answering says that immediately after the receipt of the said Deeds for the said lands and premises from the said Corving as aforesaid this Defendant with a portion of his family started from his residence in the County of Seneca State of New York for the said County of Lake, with a view and for the purpose of taking possession of the said lands and settling thereon and improving the same; and that this Defendant arrived at Naukegan on or about the Eleventh day of April 1830, and there met the said Complainant, and this Defendant then and there informed the said Complainant of the said purchase made by this Defendant of the said Corving to which the said Complainant replied in substance and to the effect that said Corving had a good equitable legal and valid title to the said premises and the right to sell convey and dispose of the same in fee simple; at that time the said complainant made no claims to the said land, or any part thereof nor did the said complainant then claim to have any right or interest in or to the said lands or any part thereof.

And this Defendant further says that on

or about the 13th day of April 1830 he caused notice in writing to be served upon the said complainant requesting him to surrender the possession of the said land & premises up to this Defendant & that on causing the said notice to be read to the said complainant he the said Complainant then & there in the presence of the person who read the said notice surrendered up to this Defendant the possession of the whole except the log house on said premises in which the family of the said complainant then resided, and the said Complainant then and there directed this Defendant to enter upon and take the possession of all the said land and premises except said house, whereupon this Defendant then & there entered upon and took the actual possession of the whole of said lands & premises and immediately commenced working thereon and improving the same with the consent of the said Complainant

And this Defendant further answering says that on or about the said 13th day of April 1830 on Saturday he, this Defendant wishing to obtain the possession of the said house on the said lands for the use of his family then & there offered the said Complainant the sum of fifty dollars if he would give this Defendant the immediate possession of the house as well as the said land whereupon the said Complainant replied that he would see if he could get a house to move his family into & left this Defendant

And this Defendant further answering says that as he has been informed and believes, the same day this Defendant had the conversation with the said complainant he the said Complainant rented a house and employed a man with his team to remove his family from the said House on the Monday following,

And this Defendant further answering says that on the Monday following the day on which this Defendant had the conversation with the said complainant in relation to his removal from the house on said premises, learning that the said Complainant had left for the State of New York this Defendant procured a notice from a Justice of the Peace of Lake County State of New York requiring the said complainant to leave the said premises within six days from the date of said notice which said notice bore date the 13th day of April 1830 which notice this Defendant caused to be duly served ~~upon~~ upon the wife of the said complainant on the day of the date thereof, the said Complainant being absent, and as this Defendant was informed and believes on his way to the County of Ontario, State of New York, that after the service of the said notice upon the wife of the said complainant and before the expiration of the time therein mentioned for the surrendering the possession

of ~~the~~ said premises to this ^{this Defendant} Defendant was called upon by some person in the behalf of the said Complainant or his wife and asked if he this Defendant was still willing to give the fifty dollars provided he could have the immediate possession of the said house on the said premises to which this Defendant replied that he was, whereupon the family of the said complainant immediately surrendered up the possession of the said house to the Defendant. Moved into the house which the said complainant had previously hired as this Defendant was informed and verily believes to be true, and this Defendant then ~~there~~ ^{into} in pursuance of his said promises paid to the wife of the said Complainant the said sum of fifty dollars and took ^{the} possession of said house.

And this Defendant further answering says that immediately after and on the same day he thus took the possession of the said house and premises and commenced making valuable improvements on the said lands and premises and has actually made improvements on the same to the value of the sum of One thousand Eight hundred Dollars in building thereon and marking good and substantial fences on the said lands and premises.

And this Defendant further answering denies that the said complainant on or about the 15th day of October 1830 called upon this Defendant or stated to this Defendants that he the said complainant had come to fulfill the terms of the said agreement as mentioned in the said Bill or in any other way or manner; or that the said Complainant stated that he had the money and was prepared to pay to this Defendant the amount of money mentioned in said agreement together with all interest taxes and expenses that might be due thereon or that the said complainant offered this Defendants said amount and Demanded of this Defendant a Deed of said premises in accordance with the terms of said agreement, or that this Defendant replied that he would have nothing to do with the said Complainant as mentioned in the said Bill, or that any other or similar conversation ever took place between the said complainant and this Defendant.

And this Defendant admits that on or about the third day of June 1831 the said complainant in company with John Wynkoop a brother of the complainant, came to this Defendant and said that they had come to make a tender to this Defendant and presented a Deed and

demanded that this Defendant should execute the same, conveying the ^{said} ~~same~~ lands and premises to the said John Wynkoop and not to the Complainant to which demand and request this Defendant made little or no reply but refused to execute said Deed or receive the money.

And this Defendant further answering upon his information and belief denies that the said complainant has since the third day of January 1849 been ready willing to perform on his part all the terms of the said agreement and to pay to the said Cowing or to this Defendant the full sum that may be due on the said Agreement; on the contrary thereof the said Complainant wholly neglected and refused to perform the said agreement of the 3^d day of January 1849 nor did the said Complainant in any way or manner to the knowledge Information ^{or} ~~and~~ belief of this Defendant ever attempt to or offer to perform the said agreement or pay the money therein mentioned until he well knew that this Defendant had made valuable improvements on the said lands and premises thereby greatly increasing the value of said lands and premises.

And this Defendant further

answering admits that on or about the 13th day of April 1880 he caused to be commenced before S. C. Brown a Justice of the Peace of the County of Lake State of Illinois an action or proceeding in the nature of an action of forcible entry and detainer against the said complainant to recover the possession of the said premises or a part thereof as herein before mentioned. And this Defendant denies that that he ever in any way or manner commenced any other action or proceeding against the said complainant to recover the possession of said premises except as herein before mentioned and set forth.

And this Defendant denies that the wife of the said complainant left the possession of said premises for fear of any proceeding or in any other way or manner except as herein before particularly mentioned and set forth.

And this Defendant denies that the said complainant has frequently applied to him this Defendant and requested this Defendant specifically to perform said contract as mentioned in said Bill, or in

any other way or manner except as herein before mentioned

And this Defendant further answering upon his information and belief denies that the said agreement of the third day of January 1849 between the said Cowing and the said Complainant was only intended by the said Cowing and the said Complainant as a substitute for the former contracts and agreement mentioned in said Bill or as a substitute for any previous contract whatever, or that the same was intended as security for any loan as mentioned in said Bill or in any other way or manner

On the contrary thereof this Defendant has been informed and believes that the said contract of the 3^d day of January 1849 was made and executed by the said parties without ^{any} reference to the previous contracts and that all right under the said previous contracts had been forfeited by the said Complainant and that the said Complainant had wholly abandoned all the said previous contracts & agreements.

And this Defendant further answering denies all and all manner of unlawful combination and confederacy wherewith he is charged in the said complaint unto said Bill of complaint without ^{that} that any other matter or thing in the said complainants said Bill of complaint material or necessary for this Defendant to make answer unto & not herein and hereby well and sufficiently answered unto, confessed or avoided, traversed or denied is true; all which matters & things this Defendant is ready to aver maintain and prove as this Honorable Court shall direct, and award and humbly prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained

Smith & Williams } Julius Bull
Solicitors for J Bull }

State of New York } On this 15 day of
Yates County ss. } December 1888 person
ally appeared before me Julius Bull
~~the Defendant~~ the defendant above
named being duly sworn deposes
and says that he has heard the fore

going answer subscribed by him read,
and knows the contents thereof and
that the same is true of his own
knowledge except as to the matters
therein stated to be on information
and belief and as to those matters
he believes it to be true

Henry Welles
Jus. Sup. Court

State of New York

Yates County Clerk

Office

} sp. I hereby certify that Henry
Welles Esquire before whom the fore-
going declaration and proceedings
were had and sworn to, and who
has subscribed his name thereto, was
at the date thereof a Justice of the
Supreme Court in and for the county
& State aforesaid duly commissioned
and sworn and authorized to admin-
ister oaths and that his signature
thereto is genuine. In Testimony Where-
of I have hereunto set my hand
and affixed the seal of said county
of Yates, and of the several courts
of record thereof, (being my official seal)

{ Seal of }
County

this 15th day of Decr 1833

O. A. Pennoyer Dep. Clerk.

And that on the second day of March
A.D. 1834 the same being one of the
days of the said March special term
for the year last aforesaid an answer
was filed in said circuit court which
is in the words and figures follow-
ing to wit

(

In Chancery Before the Lake County Circuit Court

The Separate Answer of Caleb Cowing
one of the Defendants to the Bill
of Complaint of Tobias Wynkoop
Complainant against the said Ca-
leb Cowing, Julius Bull, Abraham
A. Post Defendants —

This Defendant the said Caleb Cowing now and
at all times hereafter saving and reserving to him-
self all manner of benefit and advantage of excep-
tion to the many errors and insufficiencies in the
said Complainants said bill of complaint con-
tained for answer thereto or unto so much
or such parts thereof as this Defendant is ad-
vised ~~xxx~~ is material for him to make an-
swer unto, he answers and says, That he
has been informed and believes that the
said complainant entered upon or claimed
possession of some part or portion of the
premises mentioned in the said Complain-
ants said Bill of Complaint in or about the
year of our Lord eighteen hundred and thirty
five but this Defendant denies that said

complainant's entry claim or possession embraced Lot number one of the north west quarter of Section three in Township forty four, north of range eleven East, or that the said Complainant ever had or pretended to have any possession or claim to the said last mentioned tract of land at any time except as hereinafter mentioned.

And this Defendant further answering saith that he has ^{no} knowledge or information whatever save from the said Bill that the said Complainant during the years 1835, 1836 & 1837 or at any other time whatever enclosed the said lands described in the said Bill of complaint with a good and substantial rail fence as alleged in said Bill but this Defendant has been informed that in or about the times aforesaid, the said complainant laid the foundation of a fence one rail high round a large tract of country embracing some portion of the lands described in said Bill, with a view of claiming possession thereof; but no part of the premises mentioned in said Bill and which this Defendant afterwards purchased as hereinafter mentioned had any fence or rail upon it at the time of this Defendant's purchase in the year 1842 to the knowledge or belief of this Defendant,

And this Defendant further answer

ing said that in or about the month of May in the year of our Lord eighteen hundred and forty two the said Complainant came to this Defendant's house in Yates county and State of New York and stated to this Defendant in substance and to the effect that the sale of the Government Lands of the United States would take place in the month of June (then next following) and he had a claim to lands in Lake County in the State of Illinois which he would lose as he had no money to buy them with and requested this Defendant to buy them and give him the said Complainant a chance to pay for them afterwards, and stated to this Defendant that these said lands were good and that money might be made by purchasing them at the said sales — that he was not able to buy a foot of it, and would be glad if this Defendant would buy some of the lands which he claimed, and give him a chance to pay for it, And this Defendant further said that

aver. that
he refused
to do any

he refused to comply with the request of the said complainant or to enter into any arrangement with the said complainant upon the subject & the said complainant soon after left for his residence in Illinois. —

and this Defendant expressly denies that he this Defendant at the time last aforesaid or at any other time whatever to the best knowledge recollection or belief of this Defendant offered to loan or intend into any negotiation treaty arrangement agreement or understanding whatever to loan or advance to the said complainant any money whatever to enable him to buy any of the lands mentioned in the said bill of complaint or any other lands whatever, nor did this Defendant then or at any other time whatever enter into any arrangement or understanding whatever with the said complainant to purchase the whole or any part of the lands mentioned in the said Bill, or any other lands whatever, or to give the said complainant any right whatever to redeem said lands or any lands which this Defendant might purchase at said lands sales or otherwise except as herein after mentioned

And this Defendant further saith that he hath no knowledge or information whatever save from the Bill of complaint that the said Complainant was induced to apply to this Defendant for a loan of money for the reason alleged in

Denies that
he wrote to
compt that
he wd assist
him

said Bill - This Defendant has no recollection
whatever and does not believe that he ever
at any time or on any occasion during
the years 1840, 1841, & 1842 wrote to the
said complainant stating that he this De-
fendant would assist the said Complain-
ant in the purchase of the said lands
mentioned in said Bill or of any other
lands whatever; or that he this defendant
had the money and would loan it to the
said complainant & would charge him
interest at the rate of seven per cent per
annum nor does this Defendant recollect
or believe that he made any such or sim-
ilar statement or communications to the said
complainant -

And this Defendant further answering
denies that the said Complainant induced

Denies that this Defendant to come to the State of Illi-
he was induced to loan to the said Complainant
aid by compt the money to purchase said premises as
to come to Ills alleged in the said Bill of complaint;

But this ~~this~~ Defendant says that he
had business in Michigan which re-
quired his attention and accordingly this
Defendant came to Michigan and after
dispatching said business he came to Illinois
being the first time that this Defendant was
ever in said State and arrived at the house

of said complainant on the 8th day of June 1842 and found the said Abraham A. Post who had accompanied this Defendant as far as Detroit & there parted with him and came on to Illinois while this Defendant remained in Michigan to attend to his own business, that the chief inducement & object of his journey was to attend to said business, That when this Defendant arrived at the residence of the Complainant he learned that said Post had purchased of Josiah C. Butler the title in fee simple to the East half of the north east quarter of section eight and the west half of the north west quarter of section nine in township number forty four north range Eleven east being a part of the parcels of land described in the said Bill of complaint and had also purchased of Oliver Lezier in fee the west half of the southeast quarter ~~and the west half of the south west quarter~~ of section eight in the same township & Range last aforesaid and also of Stephen Yager the East half of the northwest quarter of section nine in the same Town & Range as aforesaid being other portions of the lands described in said Bill of complaint

And this Defendant further answering denies that about the first day of June 1842 or at any other time

at the city of Chicago ^{or elsewhere} he agreed with said complainant that he would loan to him the sum of twelve hundred dollars or any other sum to be paid to the United States as the consideration for the purchase of Lot one in the northwest quarter of Section number three Southeast quarter of Section number four, South half of Section number five, East half of north east quarter of Section Seven, west half of the north east & c. W. quarter of Section number eight and the west half of South west quarter of Section Eight all in Township number forty four north of Range Eleven east of the third principal meridian containing in all nine hundred and sixty acres of land; nor did this Defendant ever agree to purchase for or to advance to the said complainant or to the United States any money ^{whatever} to buy any other lands to any other amount for the said Complainant

Admits he purchased at land sales and claims he did so on his own a/c

But this Defendant admits that he purchased at the said sale at Chicago in June 1842 the tract of land last above mentioned & described, and that he paid therefor the sum of twelve hundred dollars and twenty five cents & that he purchased said lands not for the said Com

plainant nor made any agreement that the said complainant was to have them or any interest in them but for the benefit of this Defendant & for the purpose of selling the same at an advance & for profit.

And this Defendant further saith that at the time of said land sale he could not have been induced to loan said Complainant so large a sum of money that said Complainant was wholly irresponsible & unable to pay or secure so large a sum of money in his then circumstances: and this defendant expressly and positively denies that he did on the Eleventh day of June in the year last aforesaid or at any other time before or afterwards loan or advance to said Complainant the sum of Twelve hundred dollars & twenty five cents or any other such or similar sum, or that the said complainant then and there or at any other time or place purchased for his own use or benefit said last mentioned tracts of land taking the certificates thereof in the name of this Defendant to secure this Defendant for the loan of money as is untruey alleged in the said Bill of Complaint and also as security for the Expenses of this Defendant in coming to the State of

Illinois on the business of the said complainant & also for the sum of thirty dollars loaned by this Defendant to the said complainant as is also untruly alleged in said Bill,

This Defendant however admits that he did while in the State of Illinois loan to the said complainant the sum of thirty dollars to enable him to purchase a yoke of Oxen which the said complainant said he needed which said sum of thirty dollars is the only sum of money ever loaned by this Defendant to the said Complainant except the sum of fifty eight dollars and fifty seven cents herein after mentioned

And this Defendant further answering saith that he denies that at the time of said pretended loan or at any other time whatsoever he agreed to and with the said complainant in consideration of any such conveyance as is alleged in said Bill or in consideration of any other conveyance whatsoever would immediately upon receiving the certificate of purchase or at any other time make execute and deliver to the said Complainant a Bond in writing, conditioned that if the said complainant or his heirs or assigns at any time within four years from

the Eleventh day of June 1842 should pay or cause to be paid to this Defendant or to his heir or assigns the sum of one thousand six hundred & thirty dollars and interest thereon at the rate of seven per centum per annum to be paid semiannually that then this Defendant or his heir or assigns should convey to said Complainant by Deed in fee simple the said tracts of land last above mentioned as is untruly alleged in the said Bill of complaint — Nor did this Defendant ever at any time agree to give the said Complainant any any such or similar Bond or any other Bond whatever for the conveyance of said tracts of land upon any consideration whatever

And this Defendant further answering swith that after he had purchased and paid for the said tracts of land and received the Receiver certificate therefor and just as this Defendant was about to start on his return to his residence in Yates County, the said Complainant came to the Defendant and proposed to purchase said land of this Defendant and thereupon a conversation was had between said complainant & this Defendant in which this Defendant offered to sell to the said Complainant said tracts of land on a credit of four years from the Eleventh day of June 1842 for the sum of Eighteen hundred and fifty four dollars

twenty five cents with interest ^{at ten percent} payable semi-
 annually at this Defendants dwelling house in
 Yates County and in case of a failure to pay
 interest at the times aforesaid that such
 interest was to become principal & draw
 interest at the rate of ten percent, to which
 said offer the said complainant then & there
 assented & whereupon this Defendant made
 a memorandum of the terms of said agree-
 ment on a slip of paper and gave said com-
 plainant a copy thereof, but neither the
 original nor the copy so given to said com-
 plainant were signed by either party to be
 charged therein and this Defendant
 respectfully insists & submits that the said
 agreement not being signed by the said
 parties to be charged therein nor by either
 of them, nor by any person thereunto lawfully
 authorized was and is void by the act
 entitled "An Act for the prevention of frauds
 & perjuries" approved February 16. 1827 which
 provides in substance and to the effect
 amongst other things that no action shall be
 brought upon any contract for the sale of lan-
 ds tenements or hereditaments or any inter-
 est in or concerning them for a longer time
 than one year unless the promise or agree-
 ment upon which action shall be brought
 or some memorandum or note thereof shall

be in writing & signed by the party to be charged therewith or by some other person thereunto by him lawfully authorized, and the said Defendant insists upon the benefit of said act and claims the same benefit therefrom as if he had pleaded the same

And this Defendant further answering saith that he has no knowledge or recollection and does not believe that said Complainant met this Defendant on a Steam Boat on the Chicago river or Elsewhere, at the time when this Defendant was leaving for New York, or at any other place and asked this Defendant whether said Bond or any Bond was signed and whether this Defendant would deliver it to said Complainant, This Defendant utterly denies that any such or similar conversation ever at any time took place between said Complainant and this Defendant to his knowledge recollection or belief; or that this Defendant replied that he was in a hurry then but would make it all right - or words after that import - And this Defendant says that the memorandum or paper hereinbefore mentioned was handed by said Defendant to said Complainant at a public

House in Chicago & not on board of any steam boat. but this Defendant admits that said complainant went on board the steam boat in Chicago, when this Defendant left for home, and took leave of him on the boat.

And this Defendant further saith that in fixing the price at which this Defendant was willing to sell the said lands to the said complainant this Defendant included the consideration paid for the same & the premium paid for land office money his expenses & the thirty dollars so loaned the complainant as above mentioned & five hundred and fifty dollars as an advance or profit on the lands all which all which amount to the sum of Eight hundred and fifty four dollars & twenty five cents.

And this Defendant, although the said memorandum or paper so given to said complainant was wholly void as aforesaid and not binding upon either this Defendant or the said complainant was willing to and would have conveyed to said complainant the said lands, according to the terms of said paper if the said complainant had complied with the terms thereof, but the said complainant although requested so to do did not nor would pay the said sum of eighteen

95
Hundred & fifty four dollars twenty five cents,
or any part thereof nor the interest there
on nor any part thereof within the
time mentioned in said paper

And this Defendant further states
that said Complainant never paid to
this Defendant ^{any money} at any time towards
or on account of the said lands nor
upon any other account to the recollection
or belief of this Defendant

And this Defendant further an
swering saith that after the time
mentioned in said paper or memoran
dum expired and about the expiration
thereof, the said complainant applied
to this Defendant for an extension of the
time of payment for one year and this
defendant thereupon agreed by parol &
did extend the time for one year from
that time — And this Defendant fur
ther saith, that said Complainant
wholly failed to pay said principal
sum & interest or any part thereof
within the time so extended, nor did
the said complainant pay any atten
tion to the matter.

And this Defendant further answer

ing saith that said Abraham A. Post on or about the Eleventh day of June in the said year 1842 purchased at the land sales aforesaid the south west quarter of Section four in Township forty four North Range Eleven East in addition to the premises purchased of said Butler, Lozier & Hugo as herein before mentioned which said several tracts of land in the whole amount to five hundred and sixty acres, ^{that} ~~but~~ through some mistake as this Defendant was informed the said last mentioned tract of land was struck off in the name of said complainant and the said complainant assigned the certificate thereof to the said Post. And this Defendant further saith that the consideration paid by said Post for said lands was the money of said Post and not the money of the said complainant.

Post,

And this Defendant further saith that he has no knowledge or information what ever except from the said Bill that ~~the~~ said Post loaned or advanced any money whatever to the said Complainant to purchase said lands or that said purchase was made for the benefit of said complainant.

or that the title to said lands was taken in the name of said Post for the use or benefit of ^{the} said Complainant, or as security for any loan whatever, and this Defendant upon his information and belief denies the same.

And this Defendant further answering saith that he is informed and verily believes that after said Post had purchased said lands and taken the title thereto, he entered into a contract with said complainant by which said Post agreed to sell and convey said lands mentioned in said bill & being the ^{heretofore} said lands, mentioned which said contract was reduced to writing and signed by the said complainant & said Post, a copy whereof is herunto annexed marked A, and made a part of this answer.

And this Defendant further saith, that he has no knowledge or information whatever & he denies all knowledge or notice of any agreement being at any time made between said Post & said complainant for the loan of any money whatever by said Post, to said Complainant except the sum of about one hundred dollars

to enable said Complainant to purchase Oxen & a cow & provisions for the support of his family

And this further says that he denies that the lands so purchased by said Post or those purchased by this Defendant as aforesaid were at the time of said purchase worth the sum of eight dollars per acre; on the contrary thereof this Defendant says that said lands purchased by this Defendant were not worth more than two dollars ~~dollars~~ per acre at the time of said sale and he agreed to sell said lands to said Complainant at less than two dollars per acre, and this Defendant would have been willing & glad to have taken two dollars per acre for those purchased by him at any time within the first four years after his said purchase, with the interest thereon according to the agreement or stipulation hereinbefore mentioned given by this Defendant to said Complainant

And this Defendant further answering said Complainant he admits that on or about the Eleventh day of March 1848 he purchased of said Abraham &.

Post the said tracts of land so purchased by said Post as aforesaid containing in the aggregate five hundred and sixty acres for the consideration of Seventeen hundred & fifty one Dollar & twenty cents. and the said Post thereupon executed a Deed to this Defendant for said premises a copy whereof as this Defendant believes is annexed to the Bill of complaint marked Exhibit "A"

And Defendant further admits that at the time of said purchase he agreed verbally with said Post to extend the time and allow said Complainant until the first day of January 1849 within which to pay for said premises under the said contract; but the Defendant denies that at or before the time of the purchase of said premises from said Post he had any knowledge or notice whatever that all the title proposed by said Post was only a lien or security on said lands for the payment of the loan as untruly alleged in said Bill, and this Defendant expressly denies that any such or similar loan had been made by said Post

to said complainant as is alleged in said Bill or that the Complainant had any interest in said premises except under said contract herein before mentioned

And this Defendant further saith: that complainant wholly failed to pay the principal and interest or any part thereof to the said Post or this Defendant according to the terms of said agreement or in any other way or manner, but wholly neglected to do so and wholly forfeited said contract & all right to a conveyance of the lands embraced in said agreement; and wholly failed to pay this Defendant any money whatever on account of any of the lands mentioned in said Bill & this Defendant has never received from said Complainant One cent on account of any of the land mentioned in said Bill although this Defendant has repeatedly requested said complainant to pay up for said lands & take a title therefor prior to January first 1849.

And the said Defendant further saith that said Complainant having forfeited all claims to a conveyance of the said land or any part thereof on or about the third day of January 1849 surrendered up

to this Defendant the copy of the memorandum herein before mentioned and all claim whatsoever legal or equitable to the said lands and every part thereof and thereupon entered into an agreement or instrument in writing with this Defendant whereby he the said complainant acknowledged that this Defendant was the owner of one thousand five hundred and twenty acres of Land in Township forty four North Range Eleven East in Lake County being the same lands described in the Bill of complaint and then in the possession of the said complainant and empowering the said complainant to sell said lands on the terms therein mentioned which said agreement contract or power was reduced to writing and signed by the said complainant and this Defendant, and Defendant supposes that a copy thereof is set forth in the said Bill of complaint though Defendant prays leave for greater certainty to refer to the original contract when produced - this Defendant not being able from recollection to state with certainty

that the said instrument is correctly copied in the said Bill, though this Defendant believes that it is a correct copy.

And this Defendant admits that the lands referred to in said instrument are the same described in said Bill, but Defendant denies that they were ever conveyed by said Complainant to this Defendant & said Post or that the same was conveyed to them by the direction of the said Complainant as security for any loan whatever.

And this Defendant further says that at the time he entered into the said last mentioned agreement with the said complainant he the said complainant did not claim or pretend that he had any claim to said land or any part thereof under, or in pursuance of any agreement or understanding between him and the said Abraham Post, nor was anything said about the said agreement by the said complainant at that time.

And this Defendant further says that shortly after the making and entering into the said agreement of the 3^d January 1849 the said Com

Complainant surrendered up to this Defendant the said agreement between him and the said Post as having been wholly forfeited and abandoned by him the said Complainant

And this Defendant further saith that at the time the said last mentioned ^{inst} ~~agreement~~ was made and entered in to, He loaned to said Complainant the sum of fifty eight dollars and fifty seven cents which was included in and went to make up the said sum of five thousand six hundred dollars mentioned in said instrument of writing

And this Defendant further saith that after the said instrument of writing was entered into as aforesaid this Defendant being in want of money wrote seven letters to the said Complainant at different times in the year 1844, both before and after the first day of June of that year urging the said Complainant to proceed to sell said premises, or so much thereof as might be necessary to raise & pay the said sum of five thousand ~~dollars~~ six hundred dollars and interest as mentioned in

said instrument of writing & this Defendant in one of said letters written in August 1849, informed said complainant in substance that a firm whose name this Defendant has forgotten wanted to buy twelve hundred acres of said land if he could have the same in a body & would pay about the sum of six thousand dollars, and would pay three thousand dollars cash down towards the same which would leave the said complainant three hundred and twenty acres out of said land to which said letter this Defendant recd for answer in substance and to the effect that he was not ready to sell over three hundred acres.

And this Defendant further answering said that in or about the month of October in the said year 1849 this Defendant sent one Snyder to said complainant to purchase said lands, or a part thereof: that said Snyder called on said complainant to purchase, but said complainant wholly refused, as this Defendant was informed & believes to sell to said

Snyder any more than three hundred acres of said land and at a price not less than ten dollars per acre, which said price was more than double what the same was worth, or what it would bring at that time; said Snyder refused to purchase at that price or to buy at all unless he could purchase a large quantity.

And this Defendant further said that the said Complainant wholly neglected and refused to use due diligence or any other diligence to sell and dispose of said lands, or any part thereof, although he had several good opportunities to sell the same but refused so to do, although he well knew that this Defendant was pressed for money and was suffering great inconvenience for the want of it.

And this Defendant further said that said complainant never at any time paid any of the taxes or assessments upon said lands, but this Defendant was obliged to pay the taxes & assessments thereon which amounted yearly including expenses

and agency fees to about the sum of one hundred dollars, and in one year more than that sum, yet all the time the said Defendant was thus paying taxes the said complainant was in the possession & enjoyment of said lands receiving and enjoying the use rents and profits thereof - and this Defendant further says that he is informed and verily believes & so charges is the fact to be that the said complainant never exerted himself to sell said premises for, or at any reasonable price or consideration, and this Defendant verily believes that the said Complainant did not intend to sell the same or any part thereof, but to keep possession thereof as long as possible trusting to the long forbearance of this Defendant

and this Defendant further saith that after repeatedly writing to the said complainant to sell said premises or to allow this Defendant to sell them & after writing till his patience was exhausted and all hope of relief extinguished, this Defendant advertised said lands for sale at the time

I in the manner & form mentioned in the said Bill, and enclosed a copy of said notice, and sent the same by mail to the Post Office address of the said Complainant in Lake County Illinois and at the same time informed the said Complainant that he ~~had~~ reserved the right notwithstanding the said notice or advertisement to sell said premises before the time specified in the said advertisement, if he got a chance to sell for cash down and stated further that he this Defendant was much straightened for the money to which said communication said complainant returned for answer in substance that he did not wish to sell more than three hundred acres of said land

And this Defendant further said that he admits that on or about the twenty second day of March 1830, this Defendant sold to the said Julius Bull of the County of Seneca for the sum of Six thousand & seventy five dollars which was all that the said premises were then worth in the judgment and belief of this Defendant, and

which was all that this Defendant realized from the said premises.

And this Defendant saith that the purchase of said premises by this Defendant has been attended with loss, injury and great inconvenience to this Defendant and has been a source of continual trouble and annoyance to this Defendant for years past. And this Defendant admits that on said sale to said Bull he executed to him a warranted deed subject to all back taxes alleged in said Bill, a copy of which said Deed is annexed to the said Bill marked Exhibit C and this Defendant respectfully insists that ~~the~~ said complainant had forfeited all right title interest & claim legal or equitable under ^{said} the last mentioned instrument of writing and this Defendant had good right & lawful authority to sell and convey the same to said Bull in manner aforesaid and that the said complainant has no right whatever to a specific performance of any stipulation or agreement in said instrument contained

And this Defendant further saith ~~that~~ he denies that the actual cash value of said lands at the time of said sale to said Bull was Ten dollars per acre or anything like that sum.

And this Defendant also denies that at the time of said sale that said agreement or instrument of writing was in full force, on the contrary this defendant says that the same was forfeited and put an end to by the neglect & refusal of the said complainant to fulfil ^{and perform} every or any stipulation covenant or agreement therein contained.

And this Defendant further saith that said Complainant never from beginning to end of the transaction hereinbefore mentioned performed any proposal agreement or assurance which he had made in regard to said land whatever.

And this Defendant further saith that he has no knowledge or information except from the said Bill of any tender having been made by said Complainant to said Bull, either on the fifteenth day of June 1830, or on the third day of June 1831, or at any other

~~time or times whatever~~

time or times whatever — And this Defendant denies that any tender was made by said Complainant to this Defendant on the fourth day of June 1831 as alleged in said Bill ; or at any other time But this Defendant admits that on or about the day and year last aforesaid the said complainant with his Brother called on this Defendant and showed to this Defendant some paper money in a satchel and stated that they had brought the money to tender for the Deed of said lands, and the Defendant asked if they meant that as a tender to which they answered in the affirmative & Defendant thereupon replied that he should receive nothing but Gold or Silver & that this Defendant had nothing to do with the matter & did not own the land — and Defendant says that no Gold or Silver was tendered to this Defendant nor was any lawful tender ever made to this Defendant to his knowledge or belief

And this Defendant denies that the said Complainant has always been ready & willing since the said third day of January 1849 to perform his part of all the terms of said agreement

or to pay to this Defendant or to said Bull the full sum of money due thereon

And this Defendant further saith that he has no knowledge of ^{the} said proceedings or suit of forcible entry and detainer, Except from the allegations of said Bull in that behalf and can neither admit nor deny the same but leaves the said complainant to make proof thereof as he shall be advised

And this Defendant admits that the said Julius Bull was informed of the agreement entered into ^{by and} between this Defendant and the said complainant of the third day of January 1849 at the time he made said purchase as herein before mentioned and was at the same time furnished with a copy of the same

And this Defendant further answering says that said Bull at the time he made said purchase as aforesaid was informed by this Defendant that said Complainant had forfeited all right and claim under the said agreement of the 3d January 1849 and that before ^{the} said Bull made said purchase he the said Bull enquired of the Honorable Bowen Whiting a counsellor at Law of the State of New York and the

individual who drew the said agreement of the 3^d January 1849 whether this Defendant had a right to sell the said lands and whether the said Complainant had any right or interest in or to the said lands under the said agreement & the said Whiting then and there informed and advised the said Bull that this Defendant had a good valid and legal right to sell and convey the said lands and that the said complainant had no right or title to the same either legal or equitable where upon the said Bull purchased the said premises as aforesaid.

And this Defendant denies all and all manner of unlawful combinations or conspiracy wherewith he is charged with out this that any other matter or thing in the said complainants said Bill contained material or necessary for this Defendant to make answer unto & not herein and hereby well and sufficiently answered unto, confessed, or avoided, traversed or denied is true; all which matters and things this Defendant is ready to aver maintain and prove as this honorable court shall direct and award.

and humbly prays to be hence dismissed
with his reasonable costs and charges
in this behalf most wrongfully sus-
tained

Smith & Williams Solicitors } Caleb Cowing
& Blodgett & Upton }

State of New York } On this fifteenth
Yates County ss } day of December
1883, ^{personally} appeared before me Caleb
Cowing the defendant above named being
duly sworn deposes and says that he has
heard the foregoing answer subscribed by him
and knows the contents thereof and that
the same is true of his own knowledge
except as to matters therein stated ^{to be} on infor-
mation and belief and as to those matters
he believes it to be true

Henry Wells
State of New York } Jus Sup Court
Yates County ss. } I hereby certify that
Clerks Office } Henry Wells Esquire be-
fore whom the foregoing declaration and
proceedings were had and sworn to, and
who has subscribed his name thereto,
was at the date thereof a Justice of the
Supreme Court in and for the County
& State aforesaid duly commissioned

and sworn and authorized to administer
oaths and that his signature thereto is genuine. In Testimony Whereof I have
hereunto set my hand and affixed the
seal of said County of Yates and of
the several courts of record thereof (being
Seal of my official seal) this 15th day of Decr 1853
County of Yates
O A Pennoyer Dep Clerk
" "

Articles of Agreement made and concluded
this Eleventh day of June one thousand
eight hundred and forty two between Abraham
H. Post of the town of Seneca Ontario County
New York of the first part and Tobias Wagon
Koop of Lake County Illinois of the second
part. Witnesseth that if the said party of
the second part shall first make the payments
and perform the covenants hereinafter mention-
ed on his part to be made and performed
then the said party of the first part here-
by covenants and agrees to convey to the
said party of the second part in fee simple
by a good and sufficient Warranty Deed
the Lots and parcels of land described as
follows to wit: The east half of the
Northeast quarter of section numbered
eight (8) & the west half of the Northwest

quarter of section numbered nine (9) in Township forty four north of range Eleven East of the third principal meridian; also the east half of the South west quarter & the west half of the south east quarter of section eight Township forty four north Range eleven East & the East half of the northwest quarter of section numbered nine Township forty four north of Range eleven East of the third principal meridian in the county of Lake & State of Illinois. Also the Southwest Quarter of section four Township forty four north of range eleven east containing in all five hundred and sixty acres according to Government survey situated in the County of Lake in the State of Illinois

And the said party of the second part covenants and agrees to pay unto the said party of the first part or to his executor, administrator or assigns, for lands aforesaid the sum of one thousand one hundred and eighty seven dollars at the times and in the manner following to wit: the whole sum of one thousand one hundred and eighty seven dollars to be paid to me the said Post at my residence in the

town of Seneca, Ontario county State of New York with the interest thereon then due and unpaid said interest to be paid Semi annually at seven per cent per annum together with all taxes legally levied upon said lands - Provided always that all that portion of the above land lying South of the original Claim line, dividing the lands of Tobias Wynkoop & Oliver Lozier be and the same is hereby reserved by me the said Post to be deeded to Oliver Lozier upon his paying at the expiration of four years one dollar and forty cents per acre for what lands above described shall fall south of said claim line with seven per cent Semi annual interest which interest and principal as paid shall be endorsed upon and liquidate so much of this contract as shall be paid by said Lozier and operate as a release to said Wynkoop for the amounts paid respectively -

And it is further agreed that if the said party of the second part shall fail to perform any one of his covenants herein contained he shall if the said party of the first part shall so elect forfeit absolutely all claims legal equitable which he may have acquired in the lands and premises aforesaid

under this agreement or otherwise; or the said party of
 the first part may elect to proceed and recover the
 money hereby agreed to be paid by the said
 party of the second part as debts or demands
 due by law or in Equity recoverable; and upon
 any such default of performance as aforesaid
 on the part of the said party of the second
 part he shall if required deliver up to the said
 party of the first part quiet and peaceable
 possession of the lands and premises afore-
 said and in such case if the said party of
 the second part shall hold over or refuse or
 neglect to deliver possession as aforesaid he
 shall hold said land and premises as ten-
 ant at will of said party of the first part
 at a rent payable quarterly equal to seven
 per cent per annum on such portion of the
 purchase money aforesaid as may then
 remain unpaid, and it is also further agreed
 that all the covenants agreements and condi-
 tions herein contained shall for all intents
 and purposes extend to and be binding up-
 on the heirs execution administrators and assigns
 of the parties to these presents as the same are
 or might be upon the said parties themselves
 In Witness Whereof the said parties have here-
 unto set their hands and seals the day ^{year} first above
 In presence of A. B. Wynkoop } Tobias Wynkoop ^{written}

And ^{that} afterwards to wit on the sixteenth day of March AD 1834, the same being one of the days of the said March special term of the said circuit court of Lake County in the State of Illinois for the year last aforesaid proceedings were had in said court which are entered of record in the words and figures following to wit:

"34"	Tobias Nynkoop vs Abraham A. Post Caleb Cowen and Julius Bull	} "Bill."
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"Now come said parties said complainant by Ferry his solicitor and said defendants by Smith their solicitor, and thereupon the said defendants enter their motion founded on affidavit filed herein requiring said plaintiff to file security for costs in this cause, and the court being fully advised in the premises, it is ordered that the said plaintiff file such security, or show cause why he should not do so by the first day of the next term of this court."

"United States of America
State of Illinois Lake County } p.

Pleas before
the Honorable Buckner S. Morris judge
of the seventh judicial circuit of the state
of Illinois

At a term of a circuit court for the
county of Lake in said circuit began
and held at Waukegan in said county,
on the fifth day of June, in the year
of our Lord one thousand eight hundred
and fifty four and of the independence
of the United States the seventy eighth

Present the Honorable Buckner
S. Morris Judge aforesaid, Daniel C. C.
Gray State Attorney Augustus Granger Sher-
iff of Lake County
Attest A B Coles Clerk"

And that afterwards to wit
on the 6th day of June AD 1854 the
same being a day of the June term
of the said circuit court ^{of Lake county aforesaid} for the year
last aforesaid proceedings were had
in said court which are entered of re-
cord in the words and figures following
to wit;

"27." "Tobias Wynkoop
vs
Abraham A. Post, Caleb
Cowan, and Julius Bull } Bill

Now come said parties by their respective solicitors and on motion of said defendants, said complainant having shown no cause to the contrary, it is ordered that the said complainant file security for costs herein, within ten days from the adjournment of this term of court, and in default thereof, that this cause be dismissed, and it is further ordered that the said complainant, on motion of said defendants, close his proofs herein by the first day of the next term of this court."

And, ^{that} afterwards to wit on the fifteenth day of June AD 1834 the same being a day in vacation between the June term of the circuit court of Lake county in the State of Illinois for the year last aforesaid and the October term of said court for the same year a bond was filed in the office of

the clerk of the said court which is in
the words and figures following to wit:

"The circuit court for the county of Seab
In chancery

Tobias Wyanthrop
Compt

vs

Abraham M. Post
Callet Cowen &
Julius Bull

We do hereby enter
ourselves security for costs in this cause
& acknowledge ourselves bound to pay or
cause to be paid all costs which may
accrue in this action either to the opposite
party or to any of the officers of this court
in pursuance of the laws of this State
Dated this 15th day } William S. Searls
of June AD 1834 } E. Pyre Ferry

Approved by me at my office this 15th day
of June AD 1834

A. B. Bates, Clerk

" United States of America }
 State of Illinois Lake County } p.

Pleas before the
 Honorable George Manierre Judge of the
 seventh judicial circuit of the state of Illi-
 nois

At a circuit court for the county of Lake
 in said circuit, began and held at Wauke-
 gon, in said county on the thirtieth day
 of October in the year of our Lord one thou-
 sand eight hundred and fifty six, and of
 the Independence of the United States
 the eighty first,

Present the Honorable George
 Manierre Judge aforesaid John F. Hughes
 Sheriff of Lake County
 Attest A. B. Cots Clerk."

And afterwards to wit on
 the twenty fifth day of October A.D. 1856 the
 same being a day of the October term
 of said ^{circuit} court in and for the county of Lake aforesaid
 proceedings were had in said court which
 are entered of record in the words and
 figures following to wit.

"10. Tobias Nyukoop }
 as } Bill
 Abraham St. Post, Calit }
 Cowen and Julius Bull }

Now come said parties by their respective solicitors and by their agreement it is ordered that this cause be, and the same is hereby continued"

"United States of America }
 State of Illinois Lake County } p.

Pleas before the Honorable George Manierre Judge of the seventh judicial circuit of the State of Illinois

At a special term of a circuit court began and held at Waukegan in said county on the seventeenth day of February in the year of our Lord, one thousand eight hundred and fifty seven and of the independence of the United States the eighty first, which said special term of court being held, pursuant to a special order of the Honorable George Manierre judge

of the seventh judicial circuit of said State and presiding judge of the circuit court of Lake County bearing date the sixth day of February A.D. 1837 and entered of record on the said sixth day of February the same being one of the days of ^{the} said term of said court for the year A.D. 1837. calling said special term to commence on the third Tuesday of February instant being the seventeenth day of the present month for the transaction of civil and criminal business. Present the Honorable George Albion Judge, Parnell Albion son Sheriff of Lake County
Attest. A.B. Cotes Clerk "

And ^{that} afterwards to wit on the eighteenth day of February A.D. 1837 the same being a day of ^{the} February special term of the said circuit court of Lake County ~~aforesaid~~ for the year last aforesaid proceedings were had in said court which are entered of record in the words and figures following to wit

"7" Tobias Wyukoof
 vs
 Abraham A. Post, Caleb
 Cowan and Julius Bull } Bill

Now come
 said complainant by Ferry and Sears
 his solicitors and the said defendants
 by Smith and Upton their solicitors
 also come, and this cause being brought
 on for hearing upon the bill of com-
 plaint, answers, exhibits and deposi-
 tions herein and the court having heard
 part of the evidence, and the hour of ad-
 journment having arrived, it is ordered
 that the further hearing of this cause
 be postponed until tomorrow morn-
 ing at half past eight o'clock"

And ^{that} afterwards to wit:
 on the nineteenth day of February
 A.D. 1838 the same being a day of
 the said circuit ^{court} of Lake county in
 the State of Illinois for the year
 last aforesaid proceedings were had
 in said court which are entered of rec-
 ord in the words and figures following
 to wit:

"7" Tobias Wynkoop
 vs
 Abraham A. Post
 Caleb Cowan and
 Julius Bull } Bill

Now come said parties by their respective solicitors, and thereupon the hearing of this cause is again resumed, and further testimony being given herein, the further hearing is postponed until tomorrow morning at nine o'clock"

And that afterwards to wit on the 20th day of February AD 1837 the same being a day of the February special term of the Lake County circuit 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:

"7" Tobias Wynkoop
 vs
 Abraham A. Post
 Caleb Cowan and
 Julius Bull } Bill

ties by their respective solicitors, and the court having heard the remainder of the testimony and a part of the arguments in this cause it is ordered that the further hearing be postponed until tomorrow morning at half past eight o'clock"

And ^{that} afterwards to wit on the twenty first day of February A.D. 1837 the same being a day of the said February special term of said circuit court proceedings were had in said court which are entered of record in the words and figures following to wit

"7"	Tobias Wynkoop	} Bill
	vs	
	Abraham A. Post, Caleb Cowen and Julius Bull	

Now come said parties by their respective solicitors, and the court having heard all the testimony, and arguments of counsel herein and not being fully advised in the premises, takes this case under advisement"

United States of America }
 State of Illinois, Lake County } f

the Honorable Pleas before
 the Honorable Georgi Manierre 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 twenty
 eighth day of September in the year of our
 Lord one thousand eight hundred and
 fifty seven, and of the independence of the
 United States the eighty second

Present the Honorable George Mani-
 erre Judge aforesaid, Parnell Mon-
 son Sheriff of Lake County
 Attest A. B. Coles, Clerk,

And that afterwards to wit on the
 third day of October AD 1837 the same be-
 ing a day of the September term of the
 said circuit court for the year last afore-
 said proceedings were had in said cir-
 cuit court ^{of Lake county aforesaid} which are entered of record
 in the words and figures following to
 wit,

"6." } "Bill"
"Tobias Wynkoop"
us
Abraham A. Post
Caleb Cowen and
Julius Bull"

"Now come said parties by their respective solicitors, and the court being now fully advised, in the premises heretofore taken under advisement. It is ordered that the bill of complaint herein, be and the same is hereby dismissed at the costs of the said complainant and that the said defendants have and recover of the said complainant their costs and charges by them in this behalf expended, and that they have execution therefor, and afterwards the said complainant prays an appeal herein to the supreme court of this State which is granted upon condition that said plaintiff by himself, his agent or attorney give bond conditioned according to law in the penal sum of five hundred dollars with William S. Sears and E. Peire Ferry as security, and file the same with the clerk of this court within thirty days from this date, and it is

further ordered that the said plaintiff have until the first day of the next term of this court in which to file his bill of exceptions herein"

And that afterwards to wit on the first day of February A.D. 1838. said day being a day of the February Term of the Lake county circuit court for the year last aforesaid a bill of exceptions was filed in said court which is in the words and figures following to wit

The Circuit Court for the County of Lake in chancery

Tobias Nyenkoop
Compt.

vs

Abraham A Post
Calit Cowing &
Julius Bull

Bill

Be it remembered that on the nineteenth day of February A.D. 1857, the same being one of the days of the February Special term of the Circuit Court in & for the County of Lake & State of Illinois the above entitled cause was brought on before said court to be heard upon the Bill answers Exhibits & proofs and upon such hearing then and there had before said court the Complainant read his bill of complaint and defendants read their separate answers all of which form a part of the Record of said cause and then the Complainant proceeded to submit to said court testimony to sustain said Bill in the following order to wit

The Complainant first read as evidence in said cause on his behalf the depositions of Abraham A Post one of the above named defendants & Henry Froeligh John Nyenkoop & Abraham A Post jun. & which said

Depositions are in the words & figures following
 to wit. The depositions of Abraham A Post
 Henry Froeligh John Nynkoop, and Abraham
 A Post jun. of the County of Ontario and State of New
 York Witnesses of Lawful age produced sworn and
 Examined upon their Corporal Oaths on the fourteenth
 day of August in the year of our Lord one thousand
 Eight hundred & fifty five at the Law Office of Charles
 J Folger in the Village of Geneva in the County of
 Ontario aforesaid and State aforesaid by one Charles
 J. Folger a commissioner duly appointed by a
 Reclamus Potestatem or commission issued out
 of the Clarks Office of the Circuit Court of Lake County
 in the State of Illinois bearing teste in the name of
 A. B. Cates Esq^r Clerk of the said Circuit Court with
 the seal of said Court affixed thereto and to me
 directed as such Commissioner for the examination
 of the said Abraham A Post, Henry Froeligh John
 Nynkoop & Abraham A Post jun Witnesses in a
 certain
 suit and matter in Controversy now pending and
 undetermined in the said Circuit Court wherein Tobias
 Nynkoop is Complainant and Abraham A Post, Caleb
 Cowen & Julius Bull are defendants In Chancery
 in behalf of the said Tobias Nynkoop Complainant

on the interrogatories of the said complainant ~~on~~ ⁱⁿ ~~the~~ which are attached to the said commission (there being no cross interrogatories attached thereto) and upon none others. The said Abraham A Post Henry Freleigh John Ryngoop and Abraham A Post Jr being first duly sworn by me as witnesses in the said cause each of them previous to the commencement of their examinations respectively to testify the truth as well on the part of the complainant as the defendants in relation to the matters in controversy between the said complainant and defendants so far as they should be interrogated respectively testified & deposed as follows

And first the said Abraham A Post testified and deposed to the several interrogatories to said commission attached as follows

Interrogatory
First

What is your name, age occupation and place of residence

Answer. My name is Abraham A Post, ~~my~~ age is 72 last January occupation is that of a farmer place of residence Town of Seneca Ontario Co N.Y.

Interrogatory
Second

Are you acquainted with the parties complainant and Defendant in the caption to the foregoing notice stated? If you say you are then state how long you

have known them

answer. I am acquainted with Tobias Nyrkoop
Heleb Cowing I have seen Julius Bull but not much
acquainted with him. I am Abraham A Post named as
a defendant I have known Nyrkoop Cowing over 40
years I first saw Bull at Geneva N.Y. in 1850 or 1851 and have
seen him since but once as I remember

Interrogatory
Third

Do you know of Caleb Cowing having at any time entered
any land for Tobias Nyrkoop the above named com-
plainant? If you say that you do, then state about
what time the land was entered and at what place
it was entered and how much was so entered

answer. I know that Caleb Cowing entered land in
the spring of 1842 or in June of that year and I
understood that it was for Tobias Nyrkoop the com-
plainant. It was entered at the land sale at Chicago in
1842 from what I heard at the time there were twelve
lots of 80 acres each I understood that this was entered
for Nyrkoop from the conversations of Cowing before
then and since, he called on me to see if I could let
him have some money, and he stated that if he could
get the money he would go out and help Nyrkoop
buy this land or enter it. This was in May 1842

at Seneca. And since then in conversation he has said that the land at the land sale was bought I was not jointly interested with Cowing in the purchase, and the whole purchase was over 1500 acres. Cowing wished to buy me out in 1848 and did buy me out, but subject to the right of Nynkoop to redeem.

Interrogatory
Fourth

Do you know what agreement if any was entered into by and between said Cowen & Nynkoop in relation to the entry of said land. If you say that you do know then state the same fully, as near as you are able.

Answer

I do not know what agreement was entered into by and between said Cowen and Nynkoop in relation to the entry of said land before the entry thereof.

Interrogatory
Fifth

"Did you at any time enter or purchase any land for said Nynkoop? If you say that you did then state the amount thus entered or purchased and the time thereof as near as you can recollect.

~~Answer.~~ I did purchase land for said Nynkoop 80 acres of Stephen Gage 160 acres of Oliver Logier 160 acres of Horace Butler, and I entered at the Land Office 162⁹⁵/₁₀₀ acres in the name of Tobias &

"Nynkoop the deeds from Jays Logan & Butler were
 "I think taken to me, and I gave Nynkoop a contract
 "for the lands; this was done I think the 11th June 1842
 "or some few days before that

Interrogatory
 Sixth

Had you ~~xxx~~ & Cowen any interest together either in the
 lands entered by Cowen or that purchased or entered by you.
 If you say that you had, then state fully what that
 interest was.

Answer. Cowen & I had no interest together
 we bought at the same time about but separately and
 Cowen afterwards bought me out.

Interrogatory
 Seventh

Had you any agreement with Nynkoop in relation
 to the land purchased or entered by you for him? If
 you say that you had then state the same fully as
 near as you are able

Answer

The agreement was that I should buy and give
 and after the purchase I ^{he} entered into a written contract
 him a contract, of which Nynkoop has a copy or
 duplicate and I think Cowen has a duplicate or the
 original. it is dated I think 11th June 1842

Interrogatory
 Eighth

To whom did you sell said land or your right in the same

Answer
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I sold it to Caleb Corwin. I first gave him a quit claim deed with certain reservations and this is a copy of the reservations or conditions. This conveyance is made upon the express condition that it is subject to all taxes which may have been imposed since the 11th day of June 1842 and also subject to a contract for the sale of the same made between the said party of the first part and Tobias Nynkoop ^{and Oliver Logie} bearing date the 11th day of June 1842 and also subject to redemption

and Oliver Logie at any time between the date of this Indenture and the first day of January 1849 including the said first day of January 1849, this deed was dated 11th March 1848 afterwards at the request of Corwin I gave him a quit claim deed without conditions reservations or exceptions I believe

Interrogatory
15th

Has there any conditions in and about said sale as between you and the person to whom you sold? If you say there was then state the said conditions fully and at what time the same was made

Answer The conditions inserted in the first quit claim deed dated 11th March 1848 part as is stated in my answer to the seventh interrogatory, and it was not designed by the second deed to avoid or do away with

the conditions of the first.

Interrogatory
Tenth

Did you at any time let the complainant Tobias Nynkoop have any money? If you say that you did then state how much you let him have

Answer

I did upon the application and request of the complainant Tobias Nynkoop let his Brother John Nynkoop & my son Abraham A Post have some money it was Seven thousand Dollars

Interrogatory
Eleventh

Was or was not said money afterwards left in your hands? If you say that it was then state for what purpose.

Answer

It was. A tender was with it and it was left with me, so it could be had whenever necessary to make good the tender

Interrogatory
Twelfth

If in your answer to the 4th interrogatory you say that there was an agreement between Cowen & Nynkoop then state whether said agreement was or was not in writing If you say that it was in writing then state if you know where the same now is. State if you have heard Cowen state where the same is

Answer

I cannot say whether there was any agreement in writing or not in writing. I do not know where the same if any now is. I have not heard Cowen state where the same is.

Interrogatory
Thirteenth

If you say in answer to the 8th interrogatory that the agreement between you & Hyunkoop was in writing then state where the same now is. if in your possession then please annex the same to this your deposition and ^{mark} ~~make~~ it "A."

Answer

In my answer to the 7th interrogatory I have answered this interrogatory in full and to that I refer as my answer hereto

Interrogatory
Fourteenth

Do ^{you} know of any Deed having been drawn by any person for the complainant? If you say that you do, then who drew the same?

Answer

I do. It was drawn by James H Woods Sheriff of Genesee Co.

Interrogatory
Fifteenth

Have you said Deed now in your possession? If you say that you have, then please present the same and annex it to this your deposition and mark it Exhibit "B."

Answer
Interrogatory
Listened

I have, and it is here annexed marked Exhibit "B"

Do you know any other matter or thing that would be of benefit or advantage to the complainant upon the hearing of this case? If you say that you do then state the same fully as though interrogated thereto

Answer

On or about the 3^d January 1849 the complainant & I went and saw Cowen together and Complainant & Cowen made a new contract in relation to the matters between them which was reduced to writing by Bowra Whiting I think for them It was executed by them. I do not know where ^{where} that contract now is Subscribed & sworn to before

Adam Post

me Aug. 14th 1855

Chas. J. Folger

Commissioner &c

This Indenture made the third day of June one thousand eight hundred and fifty one Between Caleb Cowing of the town of Starkey Yates County and Rhoda his wife and Julius Bull ~~the~~ his wife of Seneca Falls Seneca County State of New York and of the second part Wilmartha that the said

party of the first part in consideration of the sum of Six Thousand Six hundred dollars to them duly paid have sold and by these presents do grant and convey to the said party of the second part his heirs and assigns forever all that certain tract of land situate lying and being in Township number forty four north of range number Eleven East in Lake County in the State of Illinois being the land which Tobias Wynkoop was in possession of under a forfeited contract for the purchase of being one thousand five hundred and twenty acres & being the lands held formerly by Abram A Post & also by Calib Cowing Reference to said Deeds & Contracts the same will now fully ~~explain~~ appear

The Circuit Court for the County

of Lake and State of Illinois in Chancery

Tobias Wynkoop Complainant

agst

Abraham A Post

and others

Geneva I. V.

Aug 14. 1855

Exhibit B,

Chas J. Folger

Commissioner

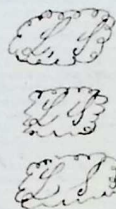
3 Abram A Post

John Wynkoop

Abm A Post Jr

With the appurtenances and all the estate title and interest of the said party of the first part therein and the said

Caleb Cowing and Julius Ball do hereby covenant and agree that at the delivery hereof the said parties are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein clear of all incumbrance. And that they will warrant and defend the above granted premises in the quiet and peaceable possession of the said parties of the second part his heirs and assigns forever In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written Sealed and delivered in the presence of

And Second the said Henry Forebigh testified and deposed to the several interrogatories to said commissioners attached to be propounded to him as follows

Interrogatory

First

What is your age, Occupation and place of Residence?

Answer

My age is 58, Occupation that of a farmer Residence Seneca Ontario Co N.Y.

Interrogatory

Second

Are you acquainted with the parties complainant and defendants in the Caption to the foregoing notice mentioned.

And how long have you known them?

Answer

I am acquainted with all the parties but Bull I have been for many years Bull I suppose I have seen once in Seneca Co. N.Y. near Cayuga Lake about 60 rods from his house a little south East of the village of Seneca Falls. Wynkoop was with me, he addressed him as Mr Bull I think he introduced Bull to me to each other

Interrogatory
Third

Did you ~~at~~ at any time go with the complainant Tobias Wynkoop to see Julius Bull one of the defendants? If you say that you did then state at or about what time it was and at what place you found said Bull

Answer

I did go It was about I think in Nov 1850 if I recollect aright may have been last of October and we found him at the place mentioned in my answer to second interrogatory

Interrogatory
Fourth

What conversation if any took place between said Wynkoop and said Bull at the time? State fully and particularly

Bull

Answer

Nynkoop told ^{he} he came down there to fulfil his part on the contract. Nynkoop said I want to pay you the first installment on the contract Bull said he would not receive it he refused having it. Then Nynkoop offered him the first two payments on the contract Bull would not take that. he used words of refusal to take the money Nynkoop then offered to pay him the whole amount interest and principal all that was due on the contract. Bull would not take that, he refused it as before, and that about ended it. Bull said that Cowen was good for it or words to that effect. He then left. Nynkoop said the money was ready, that he had it.

Interrogatory
Fifth

Do you know any other matter or thing that would be of benefit or advantage to the complainant upon the hearing of said Cause? If you say that you do then state the same as fully and particularly as if particularly interrogated thereto.

Answer

Leah Cowen once in Geneva N.Y. last fall I think told me that he had bought the land for Nynkoop and Nynkoop was to have so long a time to redeem it I know nothing else Cowen said Nynkoop had ^{not} redeemed it.

Henry Tweligh

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Subscribed & sworn to before me

Aug 14 1855 at Geneva N.Y.

Chas J. Folger, Commissioner

And third the said John Nynkoop testified and
deposed to the several interrogatories to ^{& said} Commission
attached as follows

Interrogatory

First

What is your age occupation & place of Residence

Answer

Age 50 Occupation Farmer Residence town of Gorham
Ontario Co N.Y.

Interrogatory

Second

Are you acquainted with the parties complainant
and defendants in the Caption to the foregoing
notice mentioned? If you say that you are then
state how long you have known them

Answer I am acquainted with all but Julius Bull and
have been for many years. Bull I never saw but once

Interrogatory

Third

Did you or did you not at any time go with
the complainant Tobias Nynkoop to see Julius
Bull one of the defendants? If you say that you

did then state whether or not you then saw said Bull & where it was and what time it was,

Answer I did go, I saw a man that went by the name of Bull at his house near Cayuga Lake in Seneca Co. N.Y. southwest of Seneca Falls I think it was in 1857 the 3 day of June

Interrogatory
Fourth

What Conversation if any took place between said Bull & said Nynkoop at the time that you say that you saw him? State then fully & particularly,

Answer Nynkoop said I have come to comply with the conditions of the agreement between Cowen and me. Bull said that he was not ready that day to give him an answer that he wanted time to take counsel, and said that he would write to Nynkoop what conclusion he came to and asked Nynkoop's Post office ^{Address} Nynkoop had seven thousand dollars to my knowledge I counted it ~~this money~~ & this money he showed to Bull and offered it to him and said he had the money to comply with the conditions of the agreement Bull said he wanted time to take counsel and Bull would not take the money that day, Bull was to give him an answer by letter in a few days,

Interrogatory
Fifth

Was there any money at the time ^{last} referred to paid or offered to be paid by said Nynkoop to said Bull? If you say that there was then state the amount thereof fully

Answer I refer to my answer to the Fourth interrogatory as a full answer to this Nynkoop had \$7000, which he offered to pay to Bull in fulfillment of the contract as before stated

Interrogatory
Sixth

For what was said money offered to be paid? State fully and particularly

Answer It was offered to be paid in compliance with the conditions of the contract and Bull was asked to give a deed and a deed being the same annexed marked Exhibit B, and referred to in the deposition of Abraham A Post was shown to Bull and ^{he} was asked to execute that deed. Bull declined to take the money

Interrogatory
Seventh

Did said Bull receive said money? If you say that he did not then state what reason or reasons if any he assigned why he did not

Answer He did not receive the said money all he said was that he wanted to take counsel and would let Nynkoop know by letter in a few days what he would do

Interrogatory
Eighth

Did you at any time go with said Nynkoop to see Caleb Cowen one of the above named defendants? If you say that that you did then state at what time it was and whether or not you and said Nynkoop found said Cowen ^{at} what place you found him

Answer I did so go. It was the next day after going to Bulls it was the 14th day of June 1851 we found Cowen at his house in St Albans Vt Co N.Y.

Interrogatory
Ninth

What conversation if any took place between said Nynkoop & said Cowen at the time above referred to? State fully

Answer Nynkoop told Cowen he had come to comply with the requisitions of the agreement or article between them. Cowen said he had sold to Mr Bull, and ~~he~~ did not own any land in Illinois, and would not give a shilling

an acre for all the state Cowen said that he had nothing to do with the contract, Nynkoop then produced the deed, I have before spoken of and wanted he should execute it and then he Cowen could have his money, Nynkoop then produced the money and showed it to Cowen. Cowen refused to take the money said Bull was the man

Interrogatory
Tenth

Did or did not said Nynkoop pay or offer to pay to said Cowen at the time any money? If you say that he did then state the amount that he thus offered to pay and whether or not said Cowen then received the same, and if he did not then state the reason that he assigned if any why he would not receive it

Answer I have stated fully in my answer to my last interrogatory & to that I refer

Interrogatory
Eleventh

For what did said Nynkoop offer to pay said Cowen said money?

Answer He offered to pay it on the contract between

them and to procure from Cowen the deed
I have mentioned

Interrogatory
Twelfth

Do you know any other matter or thing that
would be of any benefit or advantage to the
complainant upon the hearing of the said
cause? If you say that you do then state
the same as fully and particularly as if here
particularly interrogated thereto

Answer I do not as I recollect
Subscribed & Sworn to before
me at Seneca NY Aug
14th 1855. Chas J Folger
Commissioner &c

And further the said Abram St Post Jun,
testified and deposed to the several interrogatories
to be propounded to him to said Commission
attached as follows

Interrogatory
First

What is your age Occupation and place
of Residence

Answer

Age 45. Occupation Farmer Residence Seneca
Ontario Co N.Y

Interrogatory
Second

Are you acquainted with the parties complainant and defendants in the caption to the foregoing notice mentioned, and how long have you known them?

Answer

I am with Cowen, Nynkoop & Post and have been since I was a boy. Bull I saw once in April 1857 in Geneva N.Y. and again in June 1857

Interrogatory
Third

Did you at any time go with the complainant Tobias Nynkoop to see Julius Bull one of the above named defendants? if you say that you did, then state whether or not you and said Nynkoop found said Bull & if you say that you did then where did you find him and at or about what time? State fully.

Answer

I did so go, we found him at his residence on the west side of Cayuga Lake about the 30th day of June 1857 in the P.M.

Interrogatory
Fourth

What conversation if any took place between said Bull & said Nynkoop at the time referred to? State fully

Answer

Nynkoop told him, he had come prepared to comply with the requisitions of a contract between him, (Nynkoop) & Jacob Cowen and that he had a deed there, that he wanted to have Bull execute. Nynkoop showed him

the deed and the money was produced, Bull said he was not prepared to give him an answer that day that he could not take the money then that he wanted to take Counsel & would let him know by letter in one or two days

Interrogatory Fifth Did or did not Wynkoop at the time pay or offer to pay to said Bull any money; if you say that he did then for what did he offer to pay the same and did or did not Bull receive it State fully

Answer Wynkoop did offer to pay him the money in full on the contract to satisfy the same and to get a deed, Bull did not receive it

Interrogatory Sixth How much money did said Wynkoop then offer to pay said Bull & what reason if any did said Bull give why he did not receive the same;

Answer Wynkoop had 7000 with him I saw it counted and he offered to pay whatever the contract called for. Bull gave as a reason why he did not receive it that he was not prepared that day and was desirous of taking Counsel

Interrogatory Seventh Was said money or was it not ^{then} counted out to said Bull; If you say that ^{it} was then state by whom the same was counted out and what said Bull said at the time

Answer It was not

Interrogatory
Eighth

Did or did not said Nynkoop during the same conversation request the said Bull to sign any paper? If you say that he did then State who ~~who~~ drew said paper & where the same now is.

Answer he asked Bull to sign a deed which was drawn by James H. Woods of Geneva NY and is here annexed to the deposition of Abraham A. Post and marked Exhibit B.

Interrogatory
Ninth

Where did you and said Nynkoop go after you left said Julius Bull? State fully,

Answer We went to Seneca Falls & from there by Cars to Geneva & from there home & John Nynkoop to Abraham A. Post,

Interrogatory
Tenth

Did you hear any conversation between Caleb Cowan, one of the above named defendants and the said Nynkoop? If you say that you did then State at or about what time it was and when it was and what was said by each

Answer

of them as near as you are able
I did, the 14th day of June 1857 about 3 P.M. at
the house of Cowen in Starky Nynkoop told
Cowen that he had come prepared to comply
with the requisitions of that contract between
them, Cowen said he had nothing to do
with it that he had sold out to Bull, that
he had not a foot of land in Illinois and
would not give a shilling an acre for
all the land there was in Illinois

Interrogatory
Eleventh

Did or did not said Nynkoop at that
time pay or offer to said Cowen any money
If you say that he did then state how ^{much} money
he paid or offered to pay to him & for what
purpose he thus offered to pay the same

Answer

Nynkoop did offer to pay Cowen some money
he did not say in numbers how much, but
as much as was his due on their contract
He had \$7000 with him he offered it
for the purpose of having it apply on their
contract and to get a deed, he showed the
whole \$7000 to Cowen

Interrogatory
Twelfth

What did Cowen say to said Nynkoop at the time that he offered to pay said money? State fully

answer

Cowen said he had nothing to do with that he had sold out to Bull

Interrogatory
Thirteenth

Was or was not said money counted out to said Cowen at the time? If you say that it was then state who counted it out to him

Answer

It was not counted out to him

Interrogatory
Fourteenth

What reason if any did Cowen give at the time ^{same} why he did not receive said money?

Answer

he said he had nothing to do with it that he had sold to Bull

Interrogatory
Fifteenth

Did or did not said Nynkoop at the ^{same} time ask said Cowen to sign a paper? If you say that he did then state who drew said paper and where the same now is

answer

He did ask him to sign a paper it was drawn by J. H. Woods, it is now here and is attached hereto marked Exhibit B.

Interrogatory
Sixteenth

What was done with said money after said Cowen refused to take it & with whom was it

left State fully

answer It was put into a satchel and taken by
Tobias Nynkoop to James Hendersons and from
there to Seneca and I do not know where it was
left after that

Interrogatory Do you know any other matter or thing which
Seventeenth would be of any benefit or advantage to the
Complainant upon the hearing of the said
cause? If you do then state the same as
fully as if particularly interrogated there to

answer I do not know that I do

Subscribed & Sworn to
before me at Geneva N.Y.

Abm A Post Jun

Aug 14, 1855

Chas J. Folger

Commissioner & Co

I Charles J. Folger of the village of Geneva
County of Ontario & State of New York a com-
missioner duly appointed to take the deposition of
Abraham A Post Henry Fieleigh John Nynkoop
& Abraham A Post Jr. aforesaid witnesses
whose names are subscribed to the foregoing
depositions respectively Do hereby certify that
previous to the commencement of the

Examination of each of them the said
 Abraham A Post Henry Freleigh John
 Nynkoop & Abraham A Post Jr as a witness
 in the said suit between the said Tobias
 Nynkoop Complainant and Abraham
 A Post Caleb Cowen & Julius Bull defendants
 each of them was duly sworn by me as such
 Commissioner to testify the truth in relation
 to the matters in controversy between the said
 Tobias Nynkoop Complainant and Abraham
 A Post Caleb Cowen & Julius Bull defendants
 so far as he should be interrogated concerning
 the same that the said depositions were
 each of them taken at my office in the
 Village of Geneva County of Ontario and State
 of New York on the fourteenth day of August
 A D 1855 and that after each of the said
 depositions was taken by me as aforesaid
 the interrogatories and answers thereto
 as written down were read over to the
 witness who made such deposition & that
 thereupon the same was signed and sworn
 to by each of the said witnesses Abraham
 A Post Henry Freleigh John Nynkoop & ~~and~~

Abraham A Post Jr before ^{me} the oath being
administered by me as such Commissioner at
the place and on the day last aforesaid

Chas J Folger

Commissioner =

Complainant next offered & read in Evidence
an Agreement in the words & figures following

This Agreement made this third day of January
1849, between Caleb Cowing of Yates County in
the State of New York of the one part and
Tobias Nynkoop of Lake County in the State of Illinois
of the other part Witnesses

- 1 The said Cowen is the owner of one thousand five hun-
dred and twenty acres of Land in town number forty
four north ~~of~~ range Eleven East in Lake County in the
State of Illinois now in possession of the said Nyn-
koop under a forfeited Contract for the purchase
of the same
- 2 The said Nynkoop hereby surrenders to the said Cowen
the actual possession of the said lands and of every
part thereof and acknowledges himself to occupy
the same as a tenant at Will of the said Cowing

and liable to be removed from such occupancy at the will of the said Cowing.

3. It is agreed by and between the said Cowing and Nynkoop that he the said Nynkoop may sell & dispose of so much of the said lands as will amount to the sum of five thousand six hundred dollars with interest and other charges as herein after expressed and that upon receiving the money or securities arising from such sales he the said Cowing will convey the land so sold to the purchasers thereof by a good and sufficient deed Executed by himself and wife such sales may be made for cash or part cash and part credit according to the custom of the country and the whole purchase money on such sales to be paid to the said Cowing and the securities whether by Contract or bond and Mortgage are to be taken to him and in his name and to be received by him before the execution of a conveyance of the land or any part of it.

4. When so much of the lands shall have been sold as that the money and securities received therefor shall amount to the said sum of five thousand six hundred dollars with the interest thereon to be paid half yearly

on the first day of June and December of each year at
 at and after the rate of seven per cent per annum until
 the whole principal shall be paid together with taxes
 the said Cowing may hereafter pay on the said lands
 and the expenses of the said Cowing in going to remaining at and returning
 from the State of Illinois to attend to the business of the said lands
 with a compensation of one dollar and fifty cents for
 each day devoted to the said business and in travelling
 to & from and staying in Illinois on such business
 and all expenses of Counsel and of drawing and
 recording papers then and in that case the said
 Cowing hereby agrees and covenants to and with the said
 Nynkoop that he will retain & hold such portions ^{said}
 of the said lands as may remain unsold for the benefit
 of the said Nynkoop or of his family

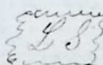
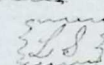
5 In case the said Nynkoop shall not by the first day of
 June next sell enough of the said lands to pay off the
 several sums above mentioned then the said Cowing
 reserves the right to sell and dispose of one third part
 of the said Lands during the year one thousand eight
 and forty nine and apply the proceeds as herein pro-
 vided for sales by the said Nynkoop's and also during
 the year One thousand Eight hundred and fifty, the
 said Cowing has the right to sell the residue of

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the said lands or so much thereof as shall be sufficient
to pay off the balance that may remain after applying
the proceeds of the sales that may have been made in
the year One thousand Eight hundred and forty nine;
such right however not to be exercised by the said
Coring in either year, provided the said Wynkoop
shall proceed with reasonable diligence in the sale
of the said lands. Witness our hands and Seals

the day and year above written

In presence of
B. Whiting

Caleb Coring 
Tobias Wynkoop 

Complainant next offered read in Evidence a
printed notice in the words and figures following
to wit

Public Sale

The undersigned will expose at public Sale at the
Geneva Hotel in the Village of Geneva, in the County
of Ontario, in the State of New York on the 7th
day of May 1850 at ten O'Clock in the forenoon the
following tract of land, situated in Township number
44 north of range number Eleven east 3^d principal
Meridian being in Lake County State of Illinois
viz. Lot No one in the north west quarter of Section

No 3

acres 80 13. 100

South half of Section No. 4

320

South half of section No. 5,	320
East half of north east quarter of section No 7,	80
North half of section No 8,	320
South west quarter and west half of South East quarter section No 8	240
North West quarter of section No 9,	160

1520 13, 100

This tract is on the Stage road near Libertyville
between Chicago and Milwaukee. It is well watered
by the Des Plaines River and other streams crossing
it and is of the best quality of farming lands; and
about eight miles from Waukegan, or Deerfoot
on Lake Michigan. Terms Cash. Title is good
Caleb Cowing

Dated at Starky, Jan, 15. 1880.

Complainant next offered and read in evidence the
Depositions of George Harris Norace Butler & Willard Jones
which said depositions are in the words and figures
following to wit

The deposition of George Harris Norace Butler and
Willard Jones, Witnesses produced & sworn and examined
before Elijah M. Haines a Justice of the peace in and for
the County of Lake and State of Illinois on the 26th day
of March A.D. 1880 commencing at 10 O'clock A.M.

at my Office in Waukegan in said County in pursuance and by virtue of the foregoing notice hereto annexed - said depositions to be used and read in evidence in a certain cause now pending in the Lake County Circuit Court on the Chancery side thereof between Tobias Nynkoop Complainant and Abraham A Post Caleb Cowing and Julius Bull defendants on the part of said Complainant

George Harris of Lake County in the State of Illinois of Lawful age being duly sworn doth depose and say as follows

Interrogatory first What is your age occupation ^{and place} and place of residence

Answer My age is about Sixty Six years my occupation has formerly been that of a farmer. I am now in no particular business my residence is Warren Lake County Illinois

Interrogatory Second, Are you acquainted with a tract of land ^{of land} of land containing about fifteen hundred acres situated in the town of Libertyville County of Lake and State of Illinois, known as the Nynkoop tract or place, if yea state what was the average value per acre in the Spring of 1850

Answer I am, I should think the average value would be from seven to eight dollars per acre

Interrogatory
Third

Did you individually or any other person with you intend to purchase said tract of land or any portion thereof in the Spring of 1850 If yes State what you would have given per acre what portion you desired to purchase and how, when and where you so intended to purchase State fully and particularly

Answer

I did not, I went over said land in company with one Mr Root who said he would like to buy some of it This was sometime before when the land was advertised to be sold in Geneva New York the land was at this time advertised for sale Mr Root said he would like to buy a portion which I supposed contained some three or four hundred acres on the north side of the tract and lying on the east and west side of the Milwaukee road, think he would like to buy it at the sale that was coming off soon at Geneva and that he would consider it worth the money at from 8 to 10 dollars an acre, Solicitor for Dfts objects to that portion of answer in relation to what Mr Root said

Interrogatory Fourth, What was the pecuniary ability of Mr Root at the time referred to by you in answer to the third interrogatory and

in what business was he then engaged in the western country, where did he then reside and what was his Christian name and what business relations existed between you and him at the time

Answer I do not know the extent of Mr Root's pecuniary ability but know that he had thousands of dollars out in this country on lands his business here was a speculator buying and selling lands and loaning money, he then resided in Connecticut, his Christian name was Reverend David Root. I was his agent here to buy lands and loan & collect money

Cross Interrogatories

Interrogatory First How much of the land that Root said he would like to buy, lay East of the Milwaukee Road & how much of the said land was timbered land

Answer I would think a hundred and fifty or two hundred acres. I should think about three quarters of that east of the road was timbered land there was none of it west of the road timber land

George Harris

Horace Butler of Lake County being duly sworn deposes and says as follows

Interrogatory First

What is your age occupation and place of Residence

Answer My age is about forty one years, my profession is that of a Lawyer My Residence is Libertyville Lake County Illinois

Interrogatory Second Are you acquainted with a tract of land containing about fifteen hundred acres situated in the town of Libertyville County of Lake and State of Illinois known as the Nynkoop tract or place, If you state what was the average value per acre in the Spring of 1850

Answer I am in my judgment the average value of that land was worth from twelve to fourteen dollars per acre at that time

Interrogatory Third

Who Occupied said tract of Land from the summer of 1835 to the summer of 1850

Answer When I first became acquainted with the land alluded to which was in the year 1838, Mr Nynkoop the complainant was in the occupancy of it and remained so until the time Mr Bull took possession of it