No. 12939

Supreme Court of Illinois

Tucker

vs.

Dennis

71641

In the Supreme Court of the State of Illinois
at Ottawa

April Term A.D. 1859

Robert Barclay Dennis
and others
vs.
Hiram A Tucker
} Error to Cook -

It is stipulated and agreed that the Judge of the Circuit Court of Cook County in his Certificate of the Evidence in this Cause omitted by mistake to say that the Complainant at the hearing read in Evidence that part of the masters Report which contained the complainants proofs and exhibits

It is admitted that the Complainant did at the hearing read such part of said Report and such proofs and exhibits

And it is agreed that the record in this Cause may be read and considered as though on the Eighth line of the record of said Certificate and immediately after the word hearing the following words were inserted "and thereupon the "Complainants proofs and exhibits in said Report "contained or referred to were offered in Evidence "and read"

W. T. Burgess
for Appellant

Howard Martin
for Deft in error

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In the Supreme Court

at ottawa

error to Cook -

R. Barclay Demus &c

vs.

Hiram A. Tucker

Stipulation

Filed April 24. 1879

L. Leland

Cl'k

12939

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

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

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

Carlos Haven States Attorney.

John S. Wilson Sheriff of Cook County.

Attest; Wm. L. Church Clerk.

Be it remembered that heretofore, to wit, on the Second day of February in the year of our Lord One thousand eight hundred and fifty seven, Hiram A. Tucker, Complainant, by Edward Martin his Solicitor filed in the Court aforesaid on the Chancery side thereof, his certain Bill of Complaint, which is in the words & figures following, to wit,

In Chancery
In the Circuit Court of Cook County

To the Honorable George Manierre
Judge of the Circuit Court of Cook County
in Chancery sitting

Humbly complaining sheweth unto your Honor, your orator Hiram A. Tucker of the City of Chicago, County of Cook and State of Illinois who exhibits here his bill of Complaint against Robert Barclay Dennis Daniel Davidson, Martin O. Walker, Walter S. Gurnee, David C. Beard and the unknown heirs of Ora L. Holbrook deceased Defendants in this suit, and your orator sheweth unto your Honor that heretofore on the twenty first day of October One thousand eight hundred and fifty one the said Robert Barclay Dennis was seized of an absolute estate of inheritance in fee simple in

possession of and in all those several pieces or parcels of land situate lying and being in the said County of Cook and known and described as follows, that is to say the North half of the North West quarter of Section number twenty five (25) in Township number forty (40) North of Range number thirteen (13) East of the third principal Meridian containing in the whole by estimation Eighty acres more or less. And also secondly the South thirty feet fronting on Wells Street, by Eighty feet deep of Lot number one (1) in Block fifty four (54) in the original Town of Chicago, with the dwelling house thereon. And also thirdly, Lots number Seven (7) Eight (8) Nine (9) and Ten (10) in Block number one (1) of Dyer and Davidson's subdivision of the South half of the East half of the North West quarter of Section number Thirty four (34) in Township number Thirty nine (39) North of Range fourteen (14) East of the third principal Meridian as per Reis and Ruker's Map of Chicago and vicinity containing Eight acres more or less which said last mentioned lots are also known and described as that part of the said East half of the said last mentioned North West quarter Section commencing on the South line thereof forty Rods West and from the South

East corner of said tract and running thence North thirty two Rods, thence West forty Rods thence South thirty two Rods, thence East to the place of beginning containing eight acres more or less, and that being so seized thereof as aforesaid the said Robert Barley Dennis and Harriet Frances his wife did by a certain Indenture bearing date the said twenty first day of October One thousand eight hundred and fifty one and made between said Robert Barley Dennis and Harriet Frances his wife of the first part and the said Martin O. Walker of the second part for the considerations therein expressed grant bargain sell and convey unto the said Martin O. Walker his heirs and assigns all the said several pieces or parcels of land and hereditaments firstly, secondly and thirdly hereinbefore described with the appurtenances, subject nevertheless to a proviso or condition therein contained for redemption thereof on payment by the said Robert B. Dennis his heirs, executors or administrators as well as of his certain promissory note for Thirty five Hundred and eighty Dollars dated at Ohio City on the said twenty first day of October One thousand eight hundred and fifty one and payable to the said Martin O. Walker or order Three years after the date thereof with interest

as therein mentioned as also on payment upon the twenty fourth day of October one thousand eight hundred and fifty four of the sum of Four hundred Dollars which was in now stating indenture agreed to be advanced and payed by the said Martin A. Walker as the balance due upon a certain promissory note made by the said Daniel Davidson to Stephen Bronson Junior dated the twenty eighth day of February one thousand eight hundred and fifty one and due ninety days after the date thereof bearing interest at ten per cent, and the further sum of fourteen hundred and ten dollars in the now stating Indenture also agreed to be advanced and paid by the said Martin A. Walker in payments of four several promissory notes given by said Daniel Davidson to one A.L. Holbrook the first thereof being for three hundred and eighty Dollars and having matured in June one thousand eight hundred and fifty one, the second thereof being for three hundred and sixty three dollars and having matured in June one thousand eight hundred and fifty two, the third thereof being for three hundred and forty two dollars and having matured in June one thousand eight hundred and fifty three, the fourth thereof being for three

hundred and twenty one dollars and having matured in June one thousand eight hundred and fifty four, together with interest as in the now said stating Indenture expressed, and that in the now said stating Indenture is contained a power of sale of the said pieces or parcels of land and hereditaments firstly, secondly and thirdly hereinbefore described to the tenor or effect following, that is to say, that in case default should happen to be made in payment of the said promissory note of the said Robert B. Dennis and the interest thereof or in repayment of the said several sums of money and interest secured by and expressed in the said now stating indenture as aforesaid then and in that case the said now stating indenture should remain in full force and virtue in law, and that the said Martin C. Walker or his heirs might proceed to sell the fee simple to the said pieces or parcels of land and hereditaments firstly secondly and thirdly hereinbefore discribed or any part thereof at public vendue to the highest bidder for cash, first giving thirty days public notice of the time terms and place of the said sale and of the property to be sold by advertisement in, at least, three daily newspapers printed in the City of Chicago Illinois and in the

now stating Indenture it was declared that the said Martin C. Walker or his heirs should execute and deliver a deed or deeds in fee simple of the property sold to the purchaser or purchasers thereof and it was thereby further stipulated and declared that any statement or recital whatever of said Martin C. Walker or his heirs in such deed or deeds should be received in all Courts of Justice as prima facia evidence of the truth thereof and also that he should receive the proceeds of the said sale and apply the same as in the said now stating indenture expressed as in and by the said now stating indenture which your orator craves leave to produce and refer to will more fully and at large appear and your orator sheweth unto your Honor

That the said Martin C. Walker did in accordance with the terms and provisions of the said stated Indenture duly pay and discharge the said several promissory notes and securities therein mentioned and that the said Robert Barclay Dennis made default in the payment of all the said several sums of money and indebtedness secured by the said stated Indenture and the same

with interest as therein expressed was at the time of the sale ~~xx~~ hereinafter mentioned due to the said Martin O. Walker and wholly unpaid and unsatisfied and the Estate and Interest of the said Martin O. Walker in and to the said several pieces or parcels of land and hereditaments had become absolute at Law.

111 And your orator further sheweth unto your Honor. That the said Martin O. Walker for the span of and during the thirty days next preceding the day of sale hereinafter mentioned did insert and publish in the Chicago Daily Times, the Chicago Daily Democrat and the Chicago Daily Tribune respectively the same being three daily Newspapers printed in the City of Chicago aforesaid an advertisement or Public notice in accordance with the terms of the said stated Power of sale setting forth thereby that default had been made in payment of all the indebtedness secured as aforesaid and that in pursuance and exercise of the said stated Power of sale he should on the third day of December One thousand eight hundred and fifty six at the hour of ten of the clock in the forenoon of that day at the North door of the Court House in the said City of Chicago sell by public vendue to the highest bidder for cash and absolutely dispose of and convey to the purchaser the fee simple title to

the said several pieces or parcels of land hereinbefore particularly described and the same were at the time and place in the said stated notice mentioned put up and offered for sale by the said Martin A. Walker by Public Vendue upon the terms of sale aforesaid and the same constituted Lots number one (1) two (2) and three (3) respectively at the said sale and the said Walter S. Gurnee attended the same sale and did then and there bid for the said Lot one the sum of six thousand Dollars, and for the said Lot two the sum of three thousand seven hundred and fifty dollars, and for the said Lot three the sum of four thousand dollars, and the same several biddings respectively being the highest bids offered for the said several lots respectively, the said several lots were respectively struck off and sold to the said Walter S. Gurnee for the prices aforesaid and the price of the said several pieces or parcels of land and hereditaments hereinbefore described and so comprised in the said three several lots as aforesaid amounts in the whole to the sum of fourteen thousand two hundred and fifty dollars.

And your orator further sheweth unto your Honor.

IV That by an Indenture of conveyance bearing date the third day of December one

thousand eight hundred and fifty six and made between the said Martin C. Walker of the first part and the said Walter S. Gurnee of the second part reciting the said Indenture of mortgage and power of sale the payments of the said several promissory notes and securities by the said Martin C. Walker the default by the said Robert Barclay Dennis, the advertisements of sale and the sale to the said Walter S. Gurnee as the same are hereinbefore severally stated it is witnessed that in pursuance with the terms and conditions of the said sale and in consideration of the sum of fourteen thousand two hundred and fifty dollars by the said Walter S. Gurnee to the said Martin C. Walker in hand well and truly paid at or immediately before the ensealing and delivery of the now stating presents the receipt of which said sum of fourteen thousand two hundred and fifty dollars and that the same was in full for the absolute purchase of the said several pieces or parcels of land hereinbefore particularly described and the inheritance thereof in fee simple in possession he the said Martin C. Walker did thereby acknowledge and from the same sum and every part thereof did acquit, release and discharge the said W. S. Gurnee, his heirs executors, administrators

and assigns. He the said Martin C. Walker by virtue and in pursuance and in exercise and execution of the said stated power of sale and also by virtue and in exercise and execution of every other power or authority in him vested in that behalf did grant bargain sell alien release convey and confirm unto the said Walter S. Gurnee his heirs and assigns all those the said several pieces or parcels of land and hereditaments hereinbefore particularly described with the appurtenances as the same constituted and comprised lots one, two and three respectively of the said stated sale to hold unto and to the use of the said Walter S. Gurnee his heirs and assigns for ever as by the said now stating Deed which your orator craves leave to produce and refer to will fully and at large appear.

And your orator further sheweth unto your Honor

V That at the time of the said stated sale there was due to the said Martin C. Walker for principal monies and interest secured by the said stated Indenture as aforesaid the sum of Eighty seven hundred and eighty one $\frac{87}{100}$ dollars. That the costs of the said stated sale amounted to one hundred and seventy

VI seven dollars. And that there now remains in the hands of the said Martin C. Walker of

the proceeds of the sale after deducting thereout the said costs of the said sale and the said principal and interest due to him at the time thereof as aforesaid the sum of four thousand two hundred and ninety one 13/100 dollars.

And your orator further sheweth unto your Honor

VII That by an Indenture of Mortgage bearing date the eighteenth day of September one thousand eight hundred and fifty four and made between the said Robert Barclay Dennis of the first part and your orator Hiram A. Tucker of the second part reciting that the said party thereto of the first part was justly indebted to your orator in the sum of Seven thousand five hundred dollars in six acceptances of even date therewith due at the Exchange Bank Chicago, each for twelve hundred and fifty dollars and due in six, eight, ten, twelve, fourteen and sixteen months from date respectively payable to order of Daniel Davidson and drawn by him it is witnessed that for the better securing the payment of the money aforesaid with interest thereon according to the tenor and effect of the said several acceptances and also in consideration of one dollar the said party thereto of the first part did grant, bargain, sell, remise, alien

of two years from the date of said now stating Indenture To hold unto your orator his heirs executors, administrators or assigns to their only proper use, benefit and behoof for ever subject nevertheless to a proviso or condition therein contained for the redemption of the said premises on payment by the said party thereto of the first part, his heirs, executors, administrators or assigns to your orator, his heirs, executors, administrators or assigns of the aforesaid sum of money with interest thereon at the time and in the manner specified in the above mentioned acceptance of the said party thereto of the first part according to the true intent and meaning thereof as in and by the said now stating Indenture which your orator craves leave to produce and refer to will fully and at large appear.

And your orator sheweth unto your Honor That default was made in payment of the said six several acceptances according to the tenor and effect thereof and of the said last stated Indenture and that the Estate and Interest of your orator in the said several pieces or parcels of land and hereditaments lastly herein before described has become absolute at Law and that there is now due to your orator upon the said several acceptances and secured by the said last stated

Indenture the sum of Ten thousand one hundred fifty seven $\frac{84}{100}$ dollars for principal monies and for interest thereon all which is now wholly due and unpaid and unsatisfied and remain a charge or lien upon the same several pieces of land and hereditaments or the proceeds of the sale thereof subject to the prior lien of the said Martin C. Walker thereon as aforesaid.

And your orator further sheweth unto your Honor

VIII That the said Ora L Holbrook departed this life on or about the month of October one thousand eight hundred and fifty —— having first made and published his last will and testament in writing and did thereby appoint Daniel C. Beard his executor thereof, and that afterwards on or about the tenth day of November one thousand eight hundred and fifty four the said Daniel C. Beard as such executor of the said Ora L Holbrook did file his bill of Complaint in this Honorable Court setting forth the said stated Mortgage to Ora L Holbrook as the same is recited in the said firstly hereinbefore stated security to the said Martin C. Walker and praying for a foreclosure of the hereditaments comprised therein

according to Law. And that afterwards such proceedings were had therein that by the Decree of this Court entered on the tenth day of April one thousand eight hundred and fifty five. It was ordered that the said complainant therein should foreclose the said hereditaments therein comprised for the sum of seven hundred and fourteen and fifty two cents his principal and interest together with his costs of suit.

That the said Era L. Holbrook left devisees or heirs at law him surviving but that neither the said devisees nor the said heirs at law nor your orator are made or party to the said last stated bill of foreclosure or the decree thereon.

And your orator further sheweth unto your Honor

That he has been informed by his counsel that the said last stated decree of foreclosure is erroneous for the reasons that the said suit is instituted by the executor of the mortgagee alone and that neither his devisees nor his heirs at law nor the subsequent mortgagee are made parties of the said last stated foreclosure suit.

And your orator further sheweth unto your Honor

That he has frequently requested the said Robert Barclay Dennis and Martin C. Walker either to pay over to him the said

surplus of the proceeds of the said sale or else to permit him to redeem the said first stated security and to foreclose his own said stated Mortgage

And has also requested said Daniel C. Beard to vacate and set aside the said stated decree, and your orator was in hopes that they would comply with these his said reasonable requests

But now so it is may it please your Honor the Robert Barclay Dennis, Martin C. Walker and David S. Beard confederating with the said Daniel Davidson and the said heirs at law of the said Ora L. Holbrook deceased absolutely refuse to comply with his said requests. And they at times pretend that the said stated sale was unauthorized insufficient and invalid and that there are no surplus proceeds of the sale. And that the said hereditaments belong to the said Daniel Davidson and are held by said Robert Barclay Dennis in trust for him and that the said securities were given without his knowledge or consent, Whereas your orator charges the contrary of all such pretenses to be the truth. All of which actings, doings and pretences are contrary to Equity and good conscience and tend to the manifest wrong and injury of your orator in the premises. In tender consideration whereof and forasmuch 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 Robert Barclay Dennis, Daniel Davidson, Martin C. Walker, Walter S. Gurnee, David C. Beard and the unknown heirs of the said Ora L. Holbrook deceased may without oath which is hereby expressly waived by virtue of the provisions of the Statute in that case made and provided to the best and utmost of their several and respective knowledge, remembrance, information and belief full, true, direct and perfect answer make to all and ~~several~~ singular the matters aforesaid and that as fully and particularly as if the same were here repeated and they and every of them distinctly interrogated thereto, and that if this Honorable Court shall be of opinion that the said stated sale of the said several pieces or parcels of land and hereditaments hereinbefore described to the said Walter S. Gurnee was duly authorized by the said stated power of sale in the said first stated Indenture mentioned, and that the same power hath been duly and formally exercised and executed that then and in that case the said stated sale and conveyance to the said Walter S. Gurnee as aforesaid may be confirmed and may be adjudged

and declared to be a good, valid and sufficient sale and conveyance of the same hereditaments and the Inheritance thereof in fee simple in possession. And that an account may be taken of all the costs and expenses incurred by the said Martin O. Walker in effecting the said sale - And of the amount due to him at the time of the said sale for principal monies and interest secured by the said first stated Indenture according to the tenor and effect thereof, and that if it shall appear that there be any surplus of the proceeds of the said sale after paying and discharging the said costs, expenses and principal and interest as aforesaid that then and that case the said Martin O. Walker may be directed and decreed to pay over to your orator the said surplus to be by him applied on account and in part payment and discharge of his said indebtedness secured as aforesaid.

But that if this Honorable Court shall be of opinion that the said stated sale to the said Walker S. Gurnee of the said several pieces or parcels of land and hereditaments herein before described was not duly authorized by the said stated power of sale in the said first stated Indenture mentioned or that the same power hath not been duly or formally exercised or executed that then and

in that case the said stated sale to the said Walter S. Gurnee as aforesaid may be vacated and set aside and may be adjudged and declared to be a defective and invalid and insufficient sale and conveyance of the said hereditaments and that an account may be taken of what is due to the said Martin O. Walker upon his aforesaid security for principal, interest or otherwise and in case any thing shall appear to be due to him in respect thereof that your orator may be at liberty to redeem the same. And that what your orator shall pay in redemption of the said security of the said Martin O. Walker with subsequent interest computed thereon may be added to what shall be found to be due to him upon his own said stated security. And that the said Robert Barclay Dennis may be decreed by a short day, to be limited by this Honorable Court to pay to your orator the whole of what shall be due to him not only upon his said stated mortgage but also for or in respect of the said redemption and Interest, or in default thereof that the said Robert Barclay Dennis may be barred and absolutely foreclosed of and from all right and equity of redemption in and to the said mortgaged premises, and may deliver up to your orator all Deeds and writings in his custody or power belonging or relating to the said

mortgaged premises and that the said stated Decree of the said Daniel C. Beard may be reviewed and reversed, and that the said Martin C. Walker may by the order and Injunction of this Honorable Court be restrained from over to or for the Robert Barclay Dennis, or any other person or persons save and except to your orator the said surplus proceeds of the said sale or any part thereof until the hearing of this Cause, and the further order of this Court.

And that your orator may have such further or other relief in the premises as the nature of the circumstances of the case may require and to your Honor shall seem just.

May it please your Honor to grant unto your orator not only the writ of Injunction to be issued out of and under the seal of this Honorable Court restraining the said Martin C. Walker from paying to the said Robert Barclay Dennis or any other person or persons save and except your orator the said surplus proceeds of the said sale or any part thereof until the hearing of Cause or until the further order of this Court but also the writ of Summons to be directed Robert Barclay Dennis, Daniel Davidson, Martin C. Walker, Walter S. Gurnee, David S. Beard, the unknown heirs of the said Ora L. Holbrook deceased thereby commanding

them on a certain day and under a certain pain therein to be expressed and limited personally to be and appear before your Honor in this Honorable Court and then and there full, true, direct and perfect answer make to all and singular the matters aforesaid, and further to stand to, perform and abide by such further or other order, direction or decree in the premises as to your Honor shall seem just

And your Orator

H. A. Tucker

Edward Martin Sol.

In Chancery

In the Circuit Court of Cook County

Hiram A. Tucker

vs

Robert B. Dennis, Daniel Davidson, Martin O. Walker, Walter S. Gurnee, David C. Beard and the unknown heirs of Ora L. Holbrook

Precipe for writ of Summons returnable at the next Term

In the Circuit Court of Cook County

State of Illinois }
Cook County } ss.

Hiram D. Tucker

vs.

Robert B. Dennis, Daniel Davidson,
Martin A. Walker, Walter S. Gurnee,
David C. Beard and the unknown
heirs of Era L. Hollbrook deceased

Edward Martin the Solicitor for the above named Complainant maketh oath and saith that the said Robert B. Dennis, David S. Beard and the unknown heirs of Era L. Hollbrook, deceased, Defendants in the above entitled cause are not residents of the State of Illinois and he therefore prays publication

Edward Martin

Sworn and subscribed this
second day of February
A.D. 1857 before me

Wm L. Church
Clk.

And thereupon afterwards, to wit, on the same day and year aforesaid, to wit, February 2nd 1857 there was issued out of said Court, under the seal thereof, the People's writ of summons directed to the Sheriff of said County to execute and

clothed in the words and figures following, to wit,

State of Illinois }
County of Cook } ss.

The People of the State of Illinois
to the Sheriff of said County Greeting:

We command you that you summon Robert Barclay Dennis, Daniel Davidson, Martin B. Walker, Walker S. Gurnee & David C. Beard and the unknown heirs of Cra. L. Holbrook, deceased if they shall be found in your county, personally to be and appear before the Circuit Court of Cook County on the first day of the next term thereof to be holden at the Court House, in Chicago, in said county of Cook on the First Monday of March next to answer unto Hiram A. Tucker in his certain Bill of Complaint filed in the said Court on the Chancery side thereof.

And have you then and there this writ with an endorsement thereon, in what manner you shall have executed the same.

Witness William L. Church, Clerk of our said Court, and the seal thereof, at Chicago aforesaid, this Second day of February A. D. 1857

Seal

Wm L. Church
Clerk

And afterwards, to wit, on the 18th day of of the month and year last aforesaid the said Defendant Dennis by Farnsworth and Burgess, his Solicitors filed in the Court aforesaid his separate answer to the said Complainant's Bill, which is in the words & figures following, to wit,

In the Cook Circuit Court

In Chancery

Hiram A. Tucker
vs.
Robert Barclay Dennis
Martin O. Walker et al
} Bill

The separate answer of said Dennis to the Bill of Complaint in this cause

This Defendant now and at all times hereafter saving and reserving to himself all benefit and advantage of exception to the said Bill for the many errors and uncertainties therein contained for answer thereunto or unto so much and such parts thereof as he is advised is or are material or necessary for him to make answer unto, he answering says — That he admits that on the 21st day of October A. D. 1851, he was seized of an absolute estate of inheritance in his own right in the land and premises with their appurtenances set out and described in said Bill

of Complaint, That being so seized thereof he did make a certain Indenture bearing date that day a copy whereof from the Records of the Recorder's office of said county is hereto annexed & made a part of this answer and which is the same indenture as that in said Bill in part set out.

II And this defendant further answering denies that the said Martin C. Walker paid all or any of the incumbrances or liens, promissory notes or securities provided in said Indenture to be by him paid.

III And this Defendant further answering denies that the said Martin C. Walker for the space of and during the thirty days next preceding the day of sale in said Bill mentioned, insert or publish in the Chicago Daily Times, The Chicago Daily Democrat and the Chicago Daily Tribune any such advertisement as is in & by said Bill pretended and alleged, and he further denies that on the 3rd day of December A. D. 1856 or at any other day, at the North door of the Court House or at any other place, the said Martin C. Walker made any sale of said Lands and premises or any part thereof to any person or persons whomsoever or offered the same at public sale then and there or at any other time or place.

And this Defendant further answering says that on the third day of December A. D. 1856

one Phillip A. Hoyne at the instance of one Edward Martin, both entire strangers to said Deed of Trust in the absence of said Walker from the City of Chicago & without his knowledge or consent at the time under a notice of said sale purporting to be signed by said Walker (but whether so in fact this Defendant does not know & therefore denies that it was so signed) at the North door of the Court House in the City of Chicago, offered the premises described in said Trust Deed in the three lots stated in said Bill of Complaint. That said Lot one was first struck off to said Tucker for $6000 — Lot two was then struck off to him for $3750. and Lot three was then struck off to him for $4000. And this Defendant further denies that said Tucker was present at said sale — that he then or at any time since hath paid any money to the said Walker or any one else — And this Defendant insists that said sale was fraudulent, irregular and void & gotten up & conducted with a view of defrauding this Defendant in the business. That the said Martin attended said sale pretending to act as the Attorney of said Walker in his absence, and at the same time acted for the said Gurnee and bid on the property for him, in his absence.

And this Defendant further answering says that there was no authority in any form whatever given by said Walker to said Martin

or said Phillip A. Hoyne to manage or conduct said sale, but the same on their part was entirely without authority.

IV And the Defendant further answering denies that the said Martin O. Walker had, at the time of filing the Bill in this cause made or executed to the said Hiram A. Tucker any such Deed or conveyance as is in and by said Bill charged to have been made, & he also denies that there was then due him for monies secured by said Trust Deed the sum of Eighty seven hundred and eighty one dollars and eighty seven cents or any such sum of money. And he also denies that there was at the time of filing said Bill or is now any money, in fact, realized from said sale in the hands of said Walker.

VII And this Defendant further answering admits the making of said Mortgage by himself to said Complainant, dated the 18th day of September A. D. 1854 but requires the production & proof of same for the contents thereof. He also admits that whatever sum of money is due and secured by said Mortgage is a lien upon said premises subject to the prior lien of said Walker thereon,

VIII This Defendant further answering says he has no knowledge whether or not said Holbrook is dead or if dead whether he made a will or not

or who his devizees, heirs or executors are, nor whether or not said David C. Beard, as his executor, on or about the 10th day of Nov. 1854 filed a Bill of Complaint to foreclose the Mortgage made by said Davidson to him, nor of the subsequent proceedings thereupon had and he leaves the Complainant to make such proof thereof as he may be advised - hereby consenting that if any such Decree hath been rendered as charged in said Bill of Complaint in this cause that the same may be reviewed and revised by this Court.

And this Defendant further answering denies that the said lands and premises are held by him in trust for said Daniel Davidson and he insists that said sale is "unauthorized insufficient & invalid" and should be set aside by this Court.

And this Defendant further answering denies that he had any knowledge in any shape or form of the sale so made by said Phillip A. Hoyne for said Walker at the time the same was made or that he then or at any time before knew or had been advised - that any such notice thereof have been published or that any sale of said Lands under said Trust Deed was about to take place.

And this Defendant further answering says that he is willing under the order of this

Court to pay over to the said Walker what, if any thing shall be found to be his due and secured by said Mortgage to him, and also to pay over to the said Hiram A. Tucker what, if any thing, shall be found due to him under the said Mortgage to him.

And this Defendant further answering denies all fraud and unlawful combination with which he stands charged in said Bill without this that there is any other matter or thing contained in said Bill material or necessary for this Defendant to make answer unto, and not herein and hereby well and sufficiently answered unto, confessed and avoided, traversed or denied is true to the knowledge or belief of this Defendant.

Robert Barclay Dennis

W. T. Burgess
Solr

And afterwards, to wit, on the 28th day of February in the year last aforesaid said writ was returned into the Court aforesaid by said Sheriff endorsed as follows, to wit, The within named Defendants not found in my county, the 28 day of February 1857 - Fees - Return ,10 John L. Wilson Sheriff
By Geo. Rommey Dy.

And afterwards, to wit, on the 18th day of February A.D. 1857 the said Defendant Robert Barclay Dennis, by Farnsworth & Burgess his Solicitors, filed in said Court his certain Cross Bill in said cause, which is in the words & figures following, to wit,

In the Cook County Circuit Court
In Chancery

To the Honorable George Manierre
Judge of said Court
In Chancery sitting
Your Orator
Robert Barclay Dennis of the City of Cleveland in the State of Ohio, humbly complaining sheweth unto your Honor

1 That on the second day of February A.D. 1857 Hiram A. Tucker filed his Bill of Complaint in this Court, on the Chancery side thereof, against your orator and Daniel Davidson, Martin O. Walker, Walter S. Gurnee, David C. Beard and the unknown heirs of Ora L. Holbrook, deceased, setting forth among other things that on the 21st day of October one thousand eight hundred and fifty one, your orator was seized of an absolute estate of inheritance in fee simple in possession of and in all those several pieces or parcels of land situate in the County of Cook and State of Illinois to wit, The North half of the North West quarter

of Section No. twenty five (25) in Township No. forty (40) North of Range No. thirteen (13) East of the third principal Meridian — also the South thirty feet fronting on Wells Street by eighty feet of Lot one Block fifty four, original Town of Chicago, with the dwelling house thereon — also lots seven, eight, nine and ten in Block one of Dyer and Davissons subdivision of the South half of the East half of the North West quarter of Section thirty four, Township thirty nine, North Range fourteen East as per Rees & Rucker's Map of Chicago & vicinity containing eight acres more or less. And that being so seized thereof, your orator executed a certain Indenture of that date to said Martin O. Walker, conveying said premises to him subject to certain provisos and conditions which purport to be set out in said Bill of Complaint.

That the said Martin O. Walker had duly paid and discharged the said several promissory notes and securities in said Indenture mentioned, and that your orator had made default in the payment of all the sums of money and indebtedness secured thereby, and that thereby the Estate and interest of said Walker in and to said premises had become absolute at Law.

The said Martin O. Walker for the space of and during the thirty days next preceding

the day of sale thereinafter mentioned had inserted and published in the Chicago Daily Times, the Chicago Daily Democrat and the Chicago Daily Tribune respectively the same being three daily newspapers printed in the City of Chicago aforesaid, an advertisement or public notice in accordance with the terms of the power of sale contained in said Indenture setting forth that default had been made in payment of all the indebtedness secured thereby & that in pursuance and exercise of said power of sale he should on the 3rd day December A. D. 1886 at ten A.M. at the North door of the Court in the City of Chicago sell by public vendue to the highest bidder for cash and absolutely dispose of and convey to the purchaser the fee simple title to the said several ~~parcels~~ pieces or parcels of land, and that the same were at the time and place in said notice mentioned put up and offered for sale by said Walker at public vendue that the said Walker S. Gurnee attended the same sale and did then and there bid for said Lot one, the sum of six thousand dollars, and for the said Lot two, the sum of three thousand seven hundred and fifty dollars, and for the said lot three the sum of four thousand dollars, which being the highest bids offered for the same, were respectively struck off and sold to the said Walker S. Gurnee for the prin

aforesaid, amounting in the whole to the sum of fourteen thousand two hundred and fifty dollars.

By an Indenture of conveyance bearing date the third day of December 1856 the said Martin C. Walker conveyed the said premises to the said Walter S. Gurnee in pursuance of said first recited Indenture and the sale made thereunder as therein stated.

That at the time of said sale there was due to the said Martin C. Walker for principal monies and interests secured by said Indenture the sum of Eighty seven hundred & eighty one 87/100 dollars, the costs of said sale, amounting to one hundred seventy seven dollars, and that there remained in the hands of the said Walker at the filing of said Bill after deducting thereout the costs of said sale, the said principal and interest due to him at the time thereof as aforesaid the sum of four thousand two hundred and ninety one 13/100 dollars.

That your orator made & delivered to said Tucker an Indenture of Mortgage dated the 18th day of September 1854 of and upon the said premises, to secure the payment of seven thousand five hundred dollars in six acceptances of even date therewith each for twelve hundred and fifty dollars - and due in eight, ten, twelve, fourteen and sixteen

months from date respectively. That the said several acceptances had not been paid and that thereby the Estate of said Tucker in said premises under said Mortgage had become absolute at Law & that there was then due to him upon said acceptances & secured by said Indenture of Mortgage the sum of $10 157 84/100 principal & interest which remains a charge or lien upon said premises or the proceeds of the sale thereof subject to the prior lien of said Walker as herein aforesaid.

That the said Ira L. Holbrook in the month of October 1850 departed this life, having in & by his last Will and Testament appointed David C. Beard his Executor thereof — that on or about the 16th day of November 1854 the said David C. Beard as such Executor filed his Bill of Complaint in this Court to foreclose the Mortgage to said Holbrook mentioned in the first recited Indenture, and obtained a Decree thereon — which was erroneous and should be reviewed & reversed

And praying among other things that in case this Court should be of opinion that the said sale of said lands and premises was duly authorized by the power of sale in said first Indenture mentioned, and that the said power had been duly and formally executed and exercised, that then the said sale and conveyance to said Gurnee might be confirmed & adjudged and

declared to be a good, valid & sufficient sale of said lands and premises — that an account might be taken of all the costs and expenses incurred by said Walker in effecting said sale & the amount due to him & secured by said first Indenture, and that if it should appear that there was any surplus of the proceeds of said sale after paying and discharging said costs and expenses and the amount due him as aforesaid, then the said Martin C. Walker might be directed and Decreed to pay over to said Tucker the said surplus to be by him applied on said indebtedness secured as aforesaid.

But if the Court should be of opinion that the said sale to said Gurnee was not authorized by the power of sale in said first recited Indenture contained, or that such power had not been duly or formally exercised or executed, that then, the said sale to said Gurnee might be vacated and set aside — That said Tucker might be at liberty to redeem from him, and that what he should pay in redemption to said Walker might be added with interest to what should be found due to him, said Tucker, upon his security, & that the said Dennis might be Decreed by a short day to pay the same or stand foreclosed of and from all right and equity of redemption —

and that the said Decree rendered in favor of the said Beard might be reviewed and reversed as by the said Bill now on file in this Court, reference being thereunto had will more fully and at large appear.

II. And your orator further shows unto your Honor that he hath appeared in said suit and answered said Bill — the answer of the Defendants under oath being waived therein thereto.

III And your orator further shows unto your Honor by way of Cross Bill in and to said Original Bill of Complaint, that he was seized of said lands and premises in his own right as charged in said Original Bill of Complaint, and that he made and delivered a certain Mortgage with power of sale bearing date the 21st day of October A. D. 1851 mentioned in said Bill of Complaint, a full copy whereof taken from the Record of the Recorder's office of said County is hereunto attached marked Exhibit "A" and made a part of this Cross Bill, the Original whereof is now in the possession of some of the Defendants to this Bill, and which your orator prays they may be required to produce at the hearing of this cause and to which when so produced your orator prays reference may be had for greater certainty as to the contents thereof.

IV And your orator further shows unto your Honor that the said Tucker in his said Bill of Complaint and elsewhere, and the said Walker pretend that, acting under the power contained in said Deed, the said Walker caused Notice of a sale of said premises under the power of said Trust Deed, and in default of payment of the monies thereby secured, to be advertised in the three Newspapers mentioned in the said Original Bill of Com- see answer III plaint, at the time and place as therein stated.

But your orator charges that he had and has no knowledge of the making and publishing said Notice by said Walker, he therefore denies that any such Notice ever was made or published as required by said Mortgage, and the power therein contained.

V And your orator further shows that on (answer III) the 3d day of December A. D. 1856, the day when said pretended sale of all lands and premises under said Mortgage to said Walker is alleged to have taken place the said Martin C. Walker was absent from the City of Chicago and so remained for several days both prior & subsequent to that day — that Edward Martin pretending to act as Attorney for said Walker on the said 3d day of December 1856, requested Phillip A. Hoyne to sell said premises under said Trust Deed in pursuance of said pretended Notice, and that

accordingly the said Philip A. Hoyne without consultation with or direction from said Martin C. Walker offered said premises for sale — if any sale thereof, in fact, was ever made, that thereupon the said Edward Martin acting as the Attorney for the said Gurnee, bid for lot number one, being the tract of land first described in said Mortgage the sum of six thousand Dollars, and the same was thereupon pretended to be struck off and sold to the said Walter S. Gurnee, that thereupon the tract of land secondly in said Mortgage described and Situate on Wells Street was next offered for sale by said Phillip A. Hoyne and the said Edward Martin pretending to act as the attorney of said Gurnee bid therefor the sum of three thousand seven hundred and fifty dollars & the same was pretended to be struck off and sold to him for that amount.

VI And your orator charges that if the said sale was regular & duly made by a person duly authorized and under and in pursuance of the powers in that behalf in said mortgage contained the same had been and became by means of said sale of said Lots. one and two, satisfied and discharged and no further or other sale of any other lands and premises therein contained could be made the said pretended sale of lots one & two

amounting in the aggregate to a much larger sum of money than the amount due to said Walker or secured to be paid to him, either for his own debt or for advances to be made by him, including the costs of said sale as stated in said Original Bill by more than one thousand dollars.

VII

answer VII

And your orator further shows unto your Honor, that notwithstanding the said mortgage to the said Walker had so become satisfied by the sale of the first two therein mentioned tracts of land and otherwise designated in said Original Bill as lots one and two, yet the said Phillip D. Hoyne, pretending further to act under the power contained in said mortgage did proceed to offer for sale the said lots, Thirdly and lastly described in said mortgage, and otherwise called in said Original Bill of Complaint as lot number Three. And thereupon the said Edward Martin pretending to act as the Attorny for the said Walter S. Gurnee bid therefor the sum of four thousand dollars, and the same was then & there pretended to be struck off and sold to the said Walter S. Gurnee for that amount.

IX

answer IX

And your orator further shows unto your Honor that, at the time of said sale nor at any time since was there in fact any money

paide by said Walker S. Gurnee on account of the pre-
tended sale of said lands to him as herein above
answer IV set out — that no Deed was in fact, at the filing
of said Bill of Complaint made and executed
by the said Walker to the said Gurnee under
said sale or to any person for his use, at the time
of filing said Original Bill of Complaint, or at any
time since

X And your orator further shows unto your Honor
that the said lot one, was at the date of the said pretended
sale of the value of twenty five thousand dollars —
said lot two was then worth fifteen thousand dollars
and that said lot three was then worth twenty thous-
and dollars which sums could be realized for said
property if a sale thereof were made and managed
so as to realize the highest and best price that could
be obtained for the same — That such sale was man-
aged quietly — no attempts were made to induce
bidders — no such notice thereof was given as was
contemplated by the parties in said mortgage —
that the substitution of any other person in the place
of said Martin C. Walker to make and conduct
said sale was merely void and conferred no
authority or power upon him to make such sale
And that the subsequent pretended notification of
such sale made by the persons so substituted by
said Walker was fraudulent and contrary to his
duty as such Trustee — and the same should be

set asside & so debarred by this Court.

XI answer VII And your orator further shows unto your Honor that on or about the 18th day of September A. D 1854; he made & executed to the said Hiram A. Tucker the said Indenture of Mortgage in the said original Bill of Complaint mentioned & referred to. That the indebtedness to secure which said Indenture of Mortgage was given then & since belonged and still belongs in fact & reality to a firm doing business as Bankers in the City of Chicago under the name of "H. A. Tucker & Co." of whom said Hiram A. Tucker and the said Walter S. Gurnee were then, have been since & now are partners and members interested in the profit & loss of the business carried on by said firm each having capital invested therein — That the said Walter S. Gurnee was not present at said sale, but that the said Edward Martin pretended to act for him as his Agent thereat.

XII And your orator further shows unto your Honor that the said Martin O. Walker, Walter S. Gurnee & Hiram A. Tucker confederated together to cause such a sale of said property to be made as would enable them to acquire the same without paying the real value thereof and to that end & for that purpose both the said Walker and the said Hiram A. Tucker on the part of H. A. Tucker & Co employed the said Edward Martin to cause a sale of said premises to be

made, and so to conduct the same as to enable them or enable the firm of H. A. Tucker & Co. or some one of the members of said firm, for the benefit of said firm to acquire the title to said property by pretending to sell the same under said Mortgage to some member of said firm & that the said Walker S. Gurnee was selected by the said Martin without previous consultation with him, as the person in whose name, to bidd off said property at said pretended sale — that accordingly the said Edward Martin acting as the attorney and legal adviser both of the said Walker & the said H. A. Tucker & Co. caused the said pretended sale to be advertised and made, if so advertised & made & the property to bidd off in the name of said Gurnee to protect the rights and interests of the said H. A. Tucker & Co. & to enable them to acquire said property in fraud of the rights of your orator.

XIII And your orator charges that the said Walker S. Gurnee if he acquired any title to said property or any part thereof at said pretended sale, so acquired the same while he, in fact, was the legal or equitable holder of a subsequent incumbrance upon the same property and that your orator had & has the right to redeem the same from him upon the payment of the incumbrances acquired or held by him thereon.

XIV And your orator further shows unto your

Honor, that the sum charged in said Original Bill, as being due and secured to said Walker under said Mortgage greatly exceeds the amount in reality due him and secured thereby. That in said amount are included encumbrances & liens specified in said Mortgage therein provided to be paid by said Mortgage in said Original Bill charged to have been paid by him but which were, in fact, paid by your orator — and also that the said sum charged in said Original Bill, as being due to & secured by said Mortgage to said Hiram A. Tucker greatly exceeds the amount in fact due to him.

XV And your orator further shows unto your Honor that since the filing of said Original Bill suits have been commenced upon the acceptances to secure the payment of which said Mortgage to said Tucker was given in the Circuit Court of the United States for the Northern District of Ohio, against your orator and said Daniel Davidson, in which service of process has been had upon your orator, and the same is still pending in said Court, and in which suit the said H. A. Tucker & Co. are suking to recover the whole amount payable according to the terms of such acceptances.

In consideration whereof and inasmuch as your orator is remediless in the premises at and after the strict rules of the Common Law, and can only have relief in a Court of Equity where matters

of this sort are properly cognizable and relievable to the end therefore that the said Defendants Martin B. Walker, Hiram A. Tucker, Walker S. Gurnee

may without oath which is hereby waived according to the Statute, full, true, direct and perfect answer make to this Cross Bill, and that the said pretended sale may be set aside and declared a nullity, that an account may be taken of what is justly due to the said Martin B. Walker as to the said Hiram A. Tucker or the firm of H. A. Tucker & Co. and respectively secured by said mortgage, your orator hereby offering to pay what, under the direction of this Court shall appear to be due to them respectively — that the said Walker S. Gurnee may be required to release to your orator what, if any, interest he acquired under said pretended sale and Deed thereafterwards made, if any such has been, in fact, made, by said Walker.

And that your orator may have such other or further relief in the premises as the nature of this case may require and as shall be agreeable to equity and good conscience.

May it please your Honor to ~~require~~ require the said Defendants Walker S. Gurnee, Hiram A. Tucker and Martin B. Walker to answer this Bill without process according to the Statute in

such case made and provided

And your orator will ever pray &c.

R. B. Dennis

by W. F. Burgess – Solicitor

J. F. Farnsworth – of Counsel

This Deed of Mortgage made & entered into this twenty first day of October A. D. 1857 by and between Robert Barclay Dennis and Harriet Frana his wife of Ohio City, Ohio, party of the first part, and Martin C. Walker of Chicago, Cook County, Illinois party of the second part — Witnesseth that the said parties of the first part in consideration of the better securing the payment of the sums of money specified in the Promissory Note & otherwise hereinafter mentioned, and in consideration of one dollar to them in hand paid by said party of the second part, the receipt whereof is hereby confessed and acknowledged, do by these presents grant, bargain sell and convey unto the said party of the second part and to his heirs & assigns forever the following described tracts or parcels of land, being in the County of Cook & State of Illinois, to wit,

The North half of the North West quarter of Section No. twenty five (25) in Township No. forty (40) North of Range No. thirteen (13) East of the third Principal Meridian, Also the South thirty feet fronting on Wells Street by eighty feet on Lot one

Block fifty four Original Town of Chicago with the dwelling house thereon, and also lots seven, eight, nine & ten in Block one of Dyer & Davissons subdivision of the South half of the East half of the North West quarter of Section thirty four, Township thirty nine North Range fourteen East, as per Rees & Ruckers' Map of Chicago & vicinity containing eight acres more or less, subject to all liens and incumbrances of whatever nature existing at this date, To have and to hold the same unto the said party of the second part & to his heirs and assigns forever.

Provided however that this conveyance and these presents are upon these express conditions that whereas the said Dennis has this day executed & delivered unto the said Walker his certain promissory Note in the words and figures as follows, to wit,

$3580,00 — Ohio City, October 21. 1851

Three years after date for value received I promise to pay M. C. Walker or order thirty five hundred & eighty dollars with interest at the rate of ten per centum per annum it being for money loaned — signed R. B. Dennis

It is further hereby declared to be a condition & assurance of this Deed of Trust Mortgage or conveyance that the said party of the second part shall pay & remove or cause to be paid & removed certain liens or incumbrances now existing

against part of the property hereby conveyed, to wit, against the eight acre lot Note by D. Davidson to S. Bronson Jr. dated Feby. 28. 1851 for $500 due 90 days after date bearing interest at 10 per cent secured by Deed of Trust on said eight acre lot herein before described - Dated 25 June 1850. $100 was paid on said Note & endorsed on the back, 29th March 1851, leaving $400 and interest now due & unpaid & also against the house & lot herein before described as the South thirty feet fronting on Wells Street by eighty feet deep of lot one Block fifty four O. T. of Chicago, on four Notes given by David Davidson to Ora L. Holbrook secured by Mortgage on the said lot, the first Note of $384 matured in June last & is now unpaid - the second Note will mature next June for $363 - the third Note for $342 will mature in June 1853 & the fourth & last Note falls due in June 1854 for $321.

Now if the said R. B. Dennis, his heirs, executors or administrators shall well & truly pay the sum of money specified in the aforesaid Note with interest thereon when said Note shall become due & payable & if he shall also well and truly pay to said party of the second part the before mentioned liens or incumbrances now existing against part of the property hereby conveyed on or before the twenty first day of October A. D. 1854 together with interest thereon from the time said

liens are paid or removed by said party of the second part up to the 21st October 1854 & all taxes which may be paid (being lawfully levied) by said party of the second part his heirs, administrators or assigns with interest thereon upon property hereby conveyed or any part thereof, then this conveyance and all the estate hereby conveyed shall be void otherwise the same shall remain in full force and virtue in Law. And the said party of the second part or his heirs may proceed to sell the fee simple title to the property herein before described or any part thereof at public vendue to the highest bidder for cash. first giving thirty days public notice of the time times & place of said sale & of the property to be sold by advertisement in at least three daily newspapers printed in the City of Chicago Ills. & upon such sale shall execute & deliver a Deed or Deeds in fee simple of the property sold to the purchaser or purchasers thereof, and any statement or recital whatever of said party of the second part or his heirs in such Deed or Deeds shall be received in all Courts of Justice as prima facia evidence of the truth thereof, and receive the proceeds of said sale, out of which he (or they) shall pay first the cost and expenses of this trust and next, whatever may be in arrear & unpaid on said Note & liens whether of principal or interest & the balance, if any, shall be paid to the said

R. B. Dennis of the first part, his heirs or legal representatives.

The express condition upon which this Deed of Trust or Mortgage is made is hereby declared to be that the said second party shall pay the above described Notes to S. Bronson Jr. and Ora L. Hollbrook now past due and to become due according to the tenor thereof and on failure of the said second party so to perform fully, then and in that case no benefit whatever shall inure to said party of the second part by these presents.

In testimony whereof the said parties of the first part have hereunto set their hands and seals the day & year first aforesaid

Robert B. Dennis (seal)

In presence of

Danl. Davidson

And afterwards, to wit, on the 21st day of May A. D. 1857 the Complainant by his said Solicitor filed in said Court a certain certificate of the publication of the Notice thereto attached, which certificate and Notice are in the following words & figures, to wit,

This Certifies, That the appended Notice has been published in the "Chicago Daily Times," a newspaper printed and published in the City of Chicago, County of Cook, and State of Illinois

four weeks, consecutively, commencing with the 6th Febry. 1857, and that we have received six dollars, for publishing the same,

Sheahan & Cameron Publishers

State of Illinois, County of Cook ss.

Cook County Circuit Court

March Term, 1857

Hiram A. Tucker, vs Robert Barclay Dennis, Daniel Davidson, Martin C. Walker, Walter S. Gurnee and David C. Beard and the unknown heirs of Ira L. Holbrook deceased — In Chancery.

Affidavit of the Non-Residence of Robert B. Dennis, David C. Beard, and the unknown heirs of Ira L. Holbrook, deceased, defendants above named, having been filed in the office of the Clerk of said Cook County Circuit Court, notice is hereby given to them, that Hiram A. Tucker, complainant filed his bill of complaint in said Court, on the Chancery side thereof, on the second day of February, A. D. 1857, and that a summons thereupon issued out of said Court against said defendants, returnable on the first Monday of March next, 1857 as is by law required,

Now, unless you, the said Robert Barclay Dennis, David C. Beard, and the unknown heirs of Ira L. Holbrook, deceased, shall personally be and appear before said Circuit

Court of Cook County, on the first day of the next term thereof, to be holden, at Chicago, in said County, on the first Monday of March 1857, and plead, answer or demur to the said complainants bill of Complaint, the same and the matters and things therein charged and stated will be taken as confessed, and a decree entered against you according to the prayer of said bill.

Wm L. Church. Clerk

Edward Martin. Compl'ts Sol'r.

And thereupon on the day and year aforesaid said Complainant, by his solicitor filed in said Court his Motion in writing, which is in the words and figures following, to wit,

In the Circuit Court of Cook County

April Term A. D. 1857

In Chancery

Tucker
vs.
Dennis & ot'hrs

And now comes the complainant by Edward Martin his Solicitor and moves that the Cross Bill filed in this cause be dismissed at the costs of the party filing the same and that the Defendant Robert Barclay Dennis

Court of Cook County, on the first day of the next term thereof, to be holden, at Chicago, in said County, on the first Monday of March 1857, and plead, answer or demur to the said complainants bill of Complaint, the same and the matters and things therein charged and stated will be taken as confessed, and a decree entered against you according to the prayer of said bill.

Wm L. Church. Clerk

Edward Martin. Compl'ts Sol'r.

And thereupon on the day and year aforesaid said Complainant, by his solicitor filed in said Court his Motion in writing, which is in the words and figures following, to wit,

In the Circuit Court of Cook County

April Term A. D. 1857

In Chancery

Tucker
vs.
Dennis & ot'hrs

And now comes the complainant by Edward Martin his Solicitor and moves that the Cross Bill filed in this cause be dismissed at the costs of the party filing the same and that the Defendant Robert Barclay Dennis

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may be ordered to plead, answer or demur to the Original Bill within such time as the Court may direct, on the following grounds.

That the Defendant Dennis does not by said Cross Bill shew that he is entitled to any further or other relief than that which he could obtain in the original suit nor does he seek any discovery

Edward Martin
Compl's Sol

And afterwards, to wit, on the day & year aforesaid, the said Complainant, by his said Solicitor sued out of the Court aforesaid the People writ of alias summons directed to the Sheriff of said Cook County & clothed in the words and figures following, to wit,

State of Illinois }
County of Cook } ss.

The People of the State of Illinois
to the Sheriff of said County, Greeting,

We command you, as we have before that you summon Robert Barclay Dennis Daniel Davidson, Martin D. Walker, Walter S. Gurnee, David C. Beard and the unknown heirs of Ora L. Holbrook, deceased if they shall be found in your County, personally to be and appear before the Circuit

Court of Cook County, on the first day of the next term thereof to be holden at the Court House in Chicago, in said county of Cook on the Fourth Monday of June next to answer unto Hiram A. Tucker in his certain Bill of Complaint, filed in the said Court, on the Chancery side thereof.

And have you then and there this writ, with an endorsement thereon, in what manner you shall have executed the same

Witness, William L. Church, Clerk of our said Court, and the seal thereof, at Chicago, aforesaid. This Twenty first day of May A. D. 1857.

Seal

Wm L. Church Clerk

And afterwards, to wit, on the 11th day of June of said year said writ was returned in the Court aforesaid by said Sheriff endorsed as follows, to wit, Served this writ on the within named Daniel Davidson, Martin O. Walker, Walker S. Gurnee, by delivering a copy thereof to them. The other Defendants not found in my County the 16th day of June 1857. - Fees- Service 1,50 Copy 1,50 - Mile, 15 - Return, 10 - 3,25. Pd. by Pltfs Atty. John L. Wilson Sheriff, by George Anderson, Deputy.

And afterwards, to wit, on the 10th day of July A. D. 1857. the Complainant, by his said Solicitor filed in said Court his Replication to the answer of said Defendant Dennis which is in the words & figures following, to wit,

In the Cook County Circuit Court
In Chancery

Hiram A. Tucker
vs.
Robert Barclay Dennis
Martin C. Walker et al

The Replication of Hiram A. Tucker Complainant to the answer of Robert Barclay Dennis, Defendant,

This repliant saving and reserving unto himself all and all manner of exception to the manifold insufficiencies of the said answer, for replication thereunto saith that he will aver and prove his said bill to be true, certain and sufficient in the case to be answered unto, and that the said answer of the said Defendant is uncertain, untrue and insufficient to be replied unto by this repliant. Without this that any other matter or thing whatever in the said answer contained material or effectual in the law to be replied unto, confessed and

avoided, traversed or denied is true. All which matters and things this repliant is and will be ready to aver and prove as this Honorable Court shall direct, and humbly prays as in and by his said bill he hath already prayed.

H. A. Tucker
by C. Martin, Solicitor

And afterwards, to wit, at the March Term of said Court A. D. 1858, to wit, on the 3d day of March of said year, the following proceedings among others, were had and entered of record therein to wit,

Hiram A. Tucker

229 vs.

Robert Barclay Dennis, Daniel Davidson, Martin B. Walker, Walker S. Gurnee, David C. Beard & the unknown heirs of Ora L. Holbrook, dec'd

Bill in Chancery

This cause coming on this day to be heard, upon the Motion of the said Complainant to strike from the file of this Court the Cross Bill of the said Defendant Robert Barclay Dennis heretofore filed in this cause by leave of this Court, and counsel being heard upon said Motion, and the Court not being fully advised in the premises takes the

same under advisement. And on motion leave is given to the said Defendant Dennis to amend his answer to the said Complainant's bill by Monday next.

And it is further Ordered on motion that the said Defendant Davidson plead, answer or demur, to the said Complainant's bill by Monday Morning next; and due proof of personal service of process of summons issue in this cause ~~in this cause~~ having been had upon the said Defendants Martin O. Walker, and Walter S. Gurnee in accordance with the Statute in such case made and provided, and due notice of the pendency of this suit to the said Defendants David C. Beard and the unknown heirs of Ora L. Hollrook deceased having been given by publication in the Chicago Daily Times a newspaper printed and published in the City of Chicago, County of Cook and State of Illinois according to the Statute in such case made and provided on motion of E. Martin Complainant's solicitor. It is ordered that the said defendants Martin O. Walker, Walter S. Gurnee, David C. Beard and the unknown heirs of Ora L. Hollrook deceased plead, answer or demur to the said Complainant's bill filed in this Cause instanter and no answer being interposed, and the

said Defendants, last aforesaid, being three times solemnly called in open Court come not, nor does any person for them or either of them but they make Default therefor it is further ordered that the said Complainants bill be and the same is hereby taken as confessed by each of the last above named defendants

And afterwards, to wit, at the same term of said Court, last aforesaid, to wit, March 6th, A.D. 1858, the following proceedings, among others, were had and entered of record therein, to wit,

Hiram A. Tucker

vs.

Robert Barclay Dennis, David Davidson, Martin C. Walker, Walker S. Gurnee, David C. Beard and the unknown heirs of Cra L. Hallcock deased } Bill in Chancery.

This day again come the said Complainant and the said Defendant Robert Barclay Dennis by their Solicitors, and the Court, having had the said Complainants motion to strike from the files in said Cause the Cross Bill of the said defendant Dennis, and being now well advised in the premisies, doth overrule the same; And it is further Ordered that said Complainant file his answer to said Cross Bill instanter and that the said defendant reply thereto within four days.

And thereupon, afterwards, to wit, on the day

year last aforesaid, the said Complainant & the said Defendants Gurnee & Walker by E. Martin, Solicitor filed in the Court aforesaid their answers to the Cross Bill of Defendant Dennis which are in the words & figures following, to wit,

In Chancery.

In the Circuit Court of Cook County

Robert Barclay Dennis
vs.
Walter S. Gurnee, Hiram A. Tucker and Martin C. Walker } Cross Bill

The joint and several answers of the Defendants Walter S. Gurnee, Hiram A. Tucker and Martin C. Walker to the Cross Bill of the Complainant Robert Barclay Dennis.

These Defendants now and at all times hereafter saving and reserving to themselves respectively all benefit and advantage to the said Cross Bill for the manifold errors and uncertainties therein contained for answer thereunto or to so much and such parts thereof as these Defendants are advised is or are material or necessary for them to make answer unto they severally answering say, That they severally admit, That on the second day of February A. D. 1857, the said Hiram A. Tucker did file his Bill of Complaint in this Honorable Court in manner and to the tenor and effect as is in the said Cross Bill stated, and that the

said Robert Barclay Dennis did appear in said suit and did answer said bill as is in said Cross Bill stated. And these Defendants severally answering severally further say that they severally admit that said Complainant was seized of the lands and premises in said Cross Bill described as charged in said Original Bill of Complaint and that he the Complainant made and delivered a certain Mortgage with power of sale bearing date the twenty first day of October A. D. 1857, mentioned in said Bill of Complaint as in and by the said now stating Indenture, which this Defendant Walter S. Gurnee craves leave to produce to this Honorable Court and to refer to will fully and at large appear, and these Defendants severally answering, severally further say that notice of a sale of said premises under the powers of said Trust Deed and in default of payment of the monies thereby secured were made and published as required by said Mortgage and the power therein contained. And these Defendants severally answering further severally say that they severally deny that the said Martin B. Walker was absent from the City of Chicago on the day the said sale is alleged to have taken place and that he so remained for several days both prior and subsequent to that day, and they severally deny that Edward Martin pretending to act

as Attorney for said Walker on the said 3rd day of December 1856 requested Philip A. Hoyne to sell said premises under said Trust Deed in pursuance of said pretended Notice. And they severally deny that accordingly said Philip A. Hoyne without consultation with or direction from the said Martin O. Walker offered said premises for sale, And they, severally, deny that the said Edward Martin acting or pretending to act as the Attorney of the said Gurnee bid for any or either of the said Lots or premises or any part of them or of any or either of them. And these Defendants severally answering severally further say that they deny that said sale or Mortgage had been by means of the sale of Lots one and two satisfied as in said Cross Bill charged But they severally admit that after the sale of lots one and two as in said now stating Cross Bill is alleged the said Philip A. Hoyne did offer for sale the Lot three in said bill described. And they severally deny that said Edward Martin pretending to act as the Attorney for the said Walker & Gurnee bid therefor any sum or sums whatsoever. And they severally deny that the same was then and there pretended to be struck off and sold to the said Walter S. Gurnee for four thousand dollars. And these Defendants severally answering further severally say that they severally deny that at the time of said

sale or at any time since there was not any money paid by said Walker S. Gurnee on account of the sale of said lands to him. And they severally deny that no Deed was made and executed by said Walker to said Gurnee under said sale prior to the filing of the said now stating Cross. Bill. And these Defendants severally answering further severally say that they severally deny that at the date of the said sale said Lot one was worth twenty five thousand dollars; said Lot two was worth fifteen thousand dollars, or that said Lot three was worth twenty thousand dollars. And they severally deny that such sums could have been realized by any sale or sales whatsoever at that time. And they, severally, deny that said sale was managed quietly and that no attempts were made to induce bidders, and that no such notice thereof was given as was contemplated by said Mortgage. And they severally deny that the sale made by said Philip. A. Hoyne was void. And they severally deny that the subsequent ratification of said sale was fraudulent and a breach of Trust by said Martin C. Walker. And these Defendants severally answering further severally say, that they severally admit that on or about the 18th day of September A. D, 1854 said Robert Barclay Dennis made and executed to said Hiram A. Tucker the said Indenture of

of Mortgage in the said original Bill of Complaint mentioned and referred to. But they deny that the indebtedness to secure which said Indenture of Mortgage was given then and since belonged and still belongs in fact and reality to a firm doing business as Bankers in the City of Chicago under the name of "H. A. Tucker & Co." of whom said Hiram A. Tucker and the said Walter S. Gurnee were then, have been since, and now are, partners and members interested in the profits and loss of the business carried on by said firm, each having capital invested therein And they severally deny that the said Walter S. Gurnee was not present at said sale, and they severally deny that the said Edward Martin pretended to act for him as his Agent, thereat. And these Defendants severally answering further severally say that they severally deny that the said Martin O. Walker, Walter S. Gurnee and Hiram A. Tucker confederated together to cause such a sale of said property to be made as would enable them to acquire the same without paying the real value thereof. And they severally deny that to that end and for that purpose both the said Walker and the said Hiram A. Tucker on the part of the said H. A. Tucker & Co. employed the said Edward Martin to cause a sale of said premises to be

made and so to conduct the same as to enable them or enable the firm of H. A. Tucker & Co. or some one of the members of said firm, for the benefit of said firm, to acquire the title to said property by pretending to sell the same under said Mortgage to some member of said firm. And they severally deny that said Walter S. Gurnee was selected by the said Martin without previous consultation with him, as the person in whose name to bid off said property at said sale. And they severally deny that, accordingly, the said Edward Martin acting as the attorney and legal adviser both of said Walker and the said H. A. Tucker & Co. caused the said pretended sale to be advertised & made and the property to be bid off in the name of said Gurnee to protect the rights and interests of the said H. A. Tucker & Co. to enable them to acquire said property in fraud of the rights of the Complainant.

And these Defendants severally answering severally further say, that they deny that the said Walter S. Gurnee acquired his title while he, in fact, was the legal or equitable holder of a subsequent incumbrance upon the same property. And they severally deny that the Complainant has any right to redeem the same from him upon payment of the incumbrances acquired or held by him thereon. And these Defendants

severally answering, further severally say that they severally deny that the sums charged in said Original Bill as being due and secured to said Walker under said Mortgage greatly exceeds the amount which was in reality due him at the time of the said sale and secured by said Mortgage. And they severally deny that in said amount are included incumbrances and liens specified in said Mortgage therein provided to be paid by said Mortgagor in said Original Bill charged to have been paid by him, but which were, in fact, paid by said Complainant. And they further severally deny that the sum charged in said Original Bill as being due and secured by said Mortgage to said Hiram A. Tucker greatly exceeds the amount in fact due him. And these Defendants severally answering severally further say that they severally deny that suits have been commenced upon the acceptances to secure the payment of which said Mortgage to said Tucker was given in the Circuit Court of the United States for the Northern District of Ohio, against the Complainant and said Daniel Davidson in which service of process has been had upon the Complainant. And they severally deny that the same is still pending in said Court and in which suit the said H. A. Tucker & Co. is seeking to recover the whole amount according

to the terms of such acceptances. And these Defendants severally deny all and all manner of unlawful combination and confederacy where with they ~~are~~ respectively ~~are~~ are by the said Bill charged without this that there is any other matter, cause or thing in the said Complainant's said Bill of Complaint contained material or necessary for these Defendants or either of them to make answer unto and not herein and hereby well and sufficiently answered, confessed and avoided, traversed or denied is true to the knowledge or belief of these Defendants respectively All which matters and things these Defendants are severally ready and willing to aver, maintain and prove as this Honorable Court shall direct and humbly pray to be hence dismissed with their reasonable costs and charges by them respectively, in this behalf, most wrongfully sustained

H. A. Tucker
W. S. Gurnee
Martin O. Walker

Edward Martin
Defts. Solr.

And afterwards, to wit, on the same 6" day of March in the year aforesaid the said Defendant Dennis filed in said Court certain amendments to his answer, to the bill of Complaint, which are in the words & figures following, to wit,

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In the Cook Circuit Court

Hiram A. Tucker
vs
Robert Barclay Dennis
Martin O. Walker et al

In Chancery
Bill

Amendments to the answer of said Dennis to the Bill of Complaint in this cause —

1st Amendment — to be inserted on page 7 after the words — "said Mortgage to him".

And this Defendant further answering, says — That the indebtedness to secure which said Indenture of Mortgage to said Complainant was given then & ~~said~~ at the time of giving the same & since belonged and still belongs, in fact & reality to a firm doing business as Bankers in the City of Chicago under the name of H. A. Tucker & Co. of whom said Hiram A. Tucker, & Walter S. Gurnee were then, have been since & now are partners & members, interested in the profits & loss of the business carried on by said firm, each having capital invested therein. That said Walter S. Gurnee was not present at said sale, but that the said Edward Martin pretended to act for him as his agent thereat. That the said Martin O. Walker, Walter S. Gurnee & Hiram A. Tucker confederated together to cause such a sale of

said property to be made as would enable them to acquire the same without paying the real value thereof and to that end and for that purpose with the said Walker & the said Hiram A. Tucker on the part of said H. A. Tucker & Co. employed the said Edward Martin to cause a sale of said premises to be made and so to conduct the same as to enable them or to enable the firm of H. A. Tucker & Co. or some one of the members of said firm - for the benifit of said firm to acquire the title to said property by pretending to sell the same under said Mortgage to some member of said firm - and that the said Walter S. Gurnee was selected by the said Martin without previous consultation with him as the person in whose name to bid off said property at said pretended sale. That accordingly the said Edward Martin acting as the attorney & legal adviser both of the said Walker and of the said H. A. Tucker & Co. caused the said pretended sale to be advertised & made if so advertised & made & the property bid off in the name of said Gurnee, to protect the rights and interests of the said H. A. Tucker & Co. & to enable them to acquire said property in fraud of the rights of this Defendant.

And that the said Gurnee if he acquired any title at any or by said pretended sale to

said property or any part thereof so acquired the same while he, in fact, was the legal or equitable holder of a subsequent insumbrance upon the same property – and that this Defendant had & has the right to redeem the same from him upon the payment of the insumbrances had & held or acquired by him thereon

W. J. Burgess
for Defts. Dennis

And thereupon on the same day & year aforesaid the said Complainant by E. Martin his Solicitor filed in said Court his Replication to amended answer of Defendant Dennis which is in the words & figures following, to wit,

In the Circuit Court of Cook County
March Term A. D. 1858

The Replication of Hiram A. Tucker Complainant to the amended answer of Robert Barclay Dennis; Defendant.

The repliant saving and reserving unto himself all and all manner of advantage of exception to the manifold insufficiencies of the said answer for replication thereunto saith that he will aver and prove said bill to be true, certain and sufficient in the law to be answered unto and that the said amended answer of the said Defendant is

uncertain, untrue and insufficient to be replied unto by this repliant. Without this that any other matter or thing whatsoever in the said amended answer contained material or effectual in the law to be replied unto, confessed and avoided, traversed or denied is true. All which matters and things he this repliant is and will be ready to aver and prove as this Honorable Court shall direct and humbly pray as in and by his said bill he has already prayed

Edward Martin
Compts. Solr.

And afterwards, to wit, at the said March Term of said Court aforesaid, to wit, on the 8th day of March A. D. 1858 the following proceedings, among others, were had and entered of record therein, to wit,

Hiram A. Tucker
vs.
Robert Barclay Dennis, Daniel Davidson, Martin C. Walker, Walter S. Gurnee, David C. Beard and the unknown heirs of Ira L. Hallbrook, deceased.

} Bill in Chancery

Ordered on Motion that the rule heretofore entered upon the Defendant Davidson to answer to Complainants

bill be ~~sustained~~, and it is hereby extended to Wednesday morning.

And afterwards, to wit, on the day and year last aforesaid the said Dennis by W. J. Burgess, his Solicitor filed in said Court his certain Replication to the answers of the Defendants Tucker, Gurnee and Walker to his Cross Bill which is in the words & figures following, to wit,

In the Cook Circuit Court

In Chancery

The Replication of Robert Barclay Dennis Complainant to the answer of the Defendants Walter S. Gurnee, Hiram A. Tucker and Martin O. Walker.

This repliant saving and reserving unto himself all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto saith that he will aver and prove his said bill to be true, certain and ~~insufficient~~ sufficient in law to be answered unto, and that the said answer of the said Defendant is uncertain, untrue and insufficient to be replied unto by this repliant. Without this that any other matter or thing whatsoever in the said answer contained material or effectual in the law to be replied unto confessed and avoided, traversed or denied

is true. All which matters and things this replicant is and will be ready to aver, maintain & prove as this Honorable Court shall direct & humbly prays as in and by his said bill he hath already prayed.

W. T. Burgess
Compts. Solr.

And afterwards, to wit, on the 19th day of the month and year last aforesaid, the said Defendant Davidson by W. T. Burgess his Solicitor filed in said Court his certain answer to the Complainant's bill, which is in the words & figures following, to wit,

In the Cook Circuit Court
In Chancery

The several answers of Daniel Davidson to the bill of complaint of Hiram A. Tucker complainant against him & others

This Defendant saving all just exception to said bill of complaint for the many errors & uncertainties therein contained — yet for answer thereto — admitting that his co defendant Robert B. Dennis was as is charged in said bill seized of the lands & premises therein described answers & insists that he was so seized in his own right & to his own use & none other & so hath always remained &

now is - and he denies all other the allegations contained in said bill - and having fully answered prays hence to be dismissed

Daniel Davidson

W. T. Burgess
Solr,

And afterwards, to wit, on the 10th day of the month and year last aforesaid the said Complainant by his Solicitor filed in said Court his certain Replication to the answer of Defendant, Davidson, which is in the words & figures following, to wit,

In the Circuit Court of Cook County

The replication of Hiram A. Tucker Complainant to the answer of Daniel Davidson Defendant.

The repliant saving and reserving unto himself all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto saith that he will aver and prove said bill to be true, certain and sufficient in the law to be answered unto and that the said answer of the said defendant is uncertain untrue and insufficient to be replied unto by this replicant. Without this that any

other matter or thing whatsoever in the said answer contained material or effectual in the law to be replied unto, confessed and avoided, traversed or denied is true. All which matters and things this repliant is and will be ready to aver and prove as this Honorable Court shall direct and humbly pray as in and by his said bill he has already prayed

Edward Martin
Compts. Solr.

And afterwards, to wit, at the said term of said Court last aforesaid, to wit, on the 10th day of March in the year last aforesaid the following proceedings were had and entered of record therein, to wit

Hiram A. Tucker

229 vs

Robert Barclay Dennis, Daniel Davidson, Martin O. Walker, Walter S. Gurnee, David C. Beard & the unknown heirs of Ora L. Holbrook, deceased

Bill
In Chancery

This day come the said Complainant and Defendants by their Solicitors and by agreement of the parties, and on Motion, It is ordered that the said

Complainants bill and the Cross Bill of the said defendant Dennis together with the answers and replications filed in said cause be, and they are hereby referred to L. C. P. Frue the Master in Chancery of Cook County, to take proofs, and that he report the same to this Court with all convenient speed.

And afterwards, to wit, at the June special Term of said Court, to wit, on the 14th day of July in the year last aforesaid, the following proceedings, among others, were had and entered of record therein, to wit,

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Hiram A. Tucker
vs
Robert Barclay Dennis, Daniel Davidson, Martin C. Walker Walter S. Gurnee, David C. Beard and the unknown heirs of Ira L. Holbrook, deceased

Bill In Chancery

Ordered on motion of E. Martin of Counsel for Complainant that the Defendants close their proofs in this cause by the first day of the next term of this Court.

And afterwards, to wit, on the first day of November A. D. 1858. there was filed in the Court

aforesaid, to be read in evidence, in this cause, a certain deposition which is in the words and figures following, to wit,

The Deposition of George Willey of the County of Cuyahoga and State of Ohio, a witness of lawful age, produced, sworn and examined, upon his corporal oath, on the 30th day of October in the year of our Lord one thousand eight hundred and fifty eight, at the office of Palmer & Chester in the City of Cleveland, in the County of Cuyahoga and State of Ohio, aforesaid, by me, Wm S. Austin a Commissioner duly appointed by a Dedimus Potestatem or Commission issued out of the Clerk's office of the Circuit Court of Cook County, in the State of Illinois bearing Teste in the name of Wm L. Church Esq. Clerk of the said Circuit Court, with the seal of said Court affixed thereto, and to me directed as such Commissioner for the examination of the said George Willey, a witness in a certain suit and matter in controversy, now pending and undetermined in the said Circuit Court wherein Hiram A. Tucker is Complainant and Robert Barclay Dennis, Daniel Davidson, Martin O. Walker, Walter S. Gurnee, David S. Beard and the unknown heirs of Ira L. Holbrook are defendants, in behalf of the said defendants, as well upon the Cross interrogatories of the Complainant as on the Interrogatories of defendants

which were attached to or enclosed with the said Commission, and upon none other — The said George Willy, being first duly sworn, by me, as a witness in the said cause, previous to the commencement of his examination, to testify the truth as well on the part of the Complainant as the defendants, in relation to the matters in controversy between the said Complainant and defendant as far as he should be interrogated, testified as follows ——

Interrogatory First:—— What is your name, age, residence & occupation?

And to first Interrogatory:—— In answer to the first Interrogatory, Witness says that his name is George Willy — his age 37 years, — his residence, Cleveland Ohio — and his occupation, that of an Attorney at Law.

Interrogatory Second:—— Do you know the parties to this suit, named in the writ or commission hereto attached, or any, or either of them, & if so, how long?

Answer to Second Interrogatory:— In answer to the second interrogatory, witness says that he is not acquainted with any of the parties to this suit, named in the writ or commission hereto attached, except with R. B. Dennis whom he has known 8 years and upwards.

Interrogatory Third:—— Do you know of a

certain suit, lately pending in the Circuit Court of the United States for the Seventh Circuit & Northern District of Ohio wherein Hiram A. Tucker, Walter S. Gurnee & composing the firm of H. A. Tucker & Co. were Plaintiffs & Robert B. Dennis If so which & what, if any of the said parties do you know? When was said suit pending in said Court — Upon what was the same brought? If judgment was rendered therein, upon what was the same rendered — Were you present at the trial thereof? If so, what then occurred & what writings or documentary evidence, if any did the said plaintiffs in that suit produce upon the trial thereof — describe the same fully — and give copies thereof — If any copies thereof are on the files of the Court, then attach to this, your deposition, copies of such copies.

Answer to third Interrogatory: — In answer to this third interrogatory, Witness says that a suit was commenced in December 1856 or January 1857 — or about that time in favor of Hiram A. Tucker, Julius Wadsworth, Walter S. Gurnee and Jacob B. Merrick against Robert B. Dennis — none of which parties Witness knew except said Dennis — Which suit was commenced in the Circuit Court of the United States and then pending until

February 10th 1857, when judgment therein was rendered, by default, against said Dennis for eight thousand, seven hundred and forty one 23/100 Dollars ($8741 23/100) That said suit was brought and said judgment rendered upon one note for Five hundred dollars ($500.) and six Drafts for Twelve hundred & fifty dollars ($1250.00) each Said note being dated Chicago May 27th/54, signed by Daniel Davidson & R. B. Dennis, Jointly & severally promising to pay H. A. Tucker & Co. or order, at the Exchange Bank, Chicago five hundred dollars ($500.) and said Drafts being dated Chicago September 18/54 drawn by Daniel Davidson - to his own order, payable at the Exchange Bank Chicago - and endorsed by said Davidson and H. A. Tucker & Co. drawn on R. B. Dennis, Cleveland, Ohio - and accepted by him - Said Drafts being payable six, eight, ten, twelve, fourteen, & sixteen months after date respectively - copies of which note and Drafts are hereto attached and marked "A" "B" "C" "D" "E" "F" & "G" respectively. Witness says he was present when judgment was taken and that nothing occurred then or during the time except that Witness, as the Attorney of Plaintiffs, asked the Court to render judgment in said suit on the note & Drafts aforesaid which were the only evidence produced upon

the trial — Whereupon the Court entered judgment as above stated. There are no copies of said Note & Drafts on the files of said Court,

Interrogatory Fourth:— If, in answer to the last interrogatory you say that the Plaintiffs did produce documentary evidence, then state who was present, on the part of the Plaintiffs as their attorney, if any one. Who produced said papers — What was then done with them — Whether they were filed in Court — If not, why not — and what thereafter became of them so far as you know. If sent by you, to any person, then how and when & to whom & to what place? State fully.

Answer to Fourth Interrogatory:— Witness states that he only was present on the part of the Plaintiffs, as their attorney, when the judgment mentioned in the answer to the third Interrogatory was asked for and granted — that he — witness, produced said Note and Drafts but did not file them in Court, according to his recollection, for the reason that there were other parties liable on said Note & Drafts — not parties to this action — that said Note and Drafts were brought back to the office of Willy & Carey, and whether they are still there, or whether they have been sent back to Chicago, Witness has not examined and cannot state — Witness

thinks, from recollection, that they were returned to Chicago some months since, but cannot state without making an examination at his office when or to whom they were sent.

Interrogatory Fifth:— Do you know any other fact, matter or thing material or necessary for the Defendants, at the hearing of this cause? If so, declare the same, fully.

Answer to fifth interrogatory:— In answer to this interrogatory, Witness says that he does not.

Cross Interrogatories ~~First~~, to the Witness George Willey —

If you state, in your chief, that you attended said trial, was it not as attorney for Plaintiffs & if so, were you employed by Plaintiffs, or either, & which of them, directly or otherwise, and if, otherwise, how & by whom?

If you testify, in chief, respecting any copies state when, where & how you examined the same with the originals. Does any part of either of your answers to the 3d or 4th chief interrogatory state any fact, matter or thing which you do not know to your own personal knowledge? If yea, what facts, matters or things, respectively, are so stated?

Answer to Cross Interrogations to the Witness, Willey —

Witness says that he attended to the said trial and to the taking of said Judgment as attorney for the Plaintiffs, Tucker & others, above named — That he was employed by said Plaintiffs, by letter from E. Martin Esq. Chicago, enclosing said Note & Drafts to Willey & Carey for collection. Witness being a member of the firm of Willey & Carey

That the copies of said Note & Drafts were examined by me and compared by me with the originals as such copies were entered in the office Docket of Willey & Carey in their said office about the 10th day of December 1856, about the time they were entered — and the copies attached hereto are correctly copied from the copies in said office Docket — That Witness is not aware that any matters or things are stated in his answers to the third & fourth Chief Interrogatories, except as stated upon his own personal knowledge.

Geo. Willey

I, William S. Austin of the County of Cuyahoga and State of Ohio, a Commissioner duly appointed to take the deposition of the said George Willey, a witness whose name is subscribed to the foregoing deposition, do hereby certify that previous to the commencement of the examination of the said George Willey as a witness in the suit between the said Hiram

A. Tucker, Complainant, and the said Robert Barclay Dennis, Daniel Davidson, Martin B. Walker, Walter S. Gurney, David S. Beard and the unknown heirs of Ora L. Hollbrook, defendants, he was duly sworn by me as such Commissioner to testify the truth in relation to the matters in controversy between the said Hiram A. Tucker, Complainant and the said Robert Barclay Dennis, Daniel Davidson, Martin B. Walker, Walter S. Gurney, David S. Beard and the unknown heirs of Ora L. Hollbrook, defendants, so far as he should be interrogated concerning the same; that the said deposition was taken at the office of Palmer & Austin in the City of Cleveland in the County of Cuyahoga and State of Ohio, on the 30th day of October A. D. 1858, and that after said deposition was taken by me as aforesaid, the interrogatories and answers thereto, as written down, were read over to said witness, and that thereupon the same was signed and sworn to by the said deponent George Willy before me - the oath being administered by me, as such commissioner at the place and on the day and year last aforesaid.

Wm S. Austin. Commissioner

$500

Sixty days after date we jointly and severally promise to pay to H. A. Tucker & Co. at the

Exhibit

"A." Exchange Bank, Chicago, or order, Five hundred dollars value received
(Endorsed H. A. Tucker & Co) Danl Davidson
R. B. Dennis

Exhibit "B." $1250^{00} Chicago September 18. 1854
Six months after date pay to the order of myself at the Exchange Bank Chicago, twelve hundred and fifty dollars value received which place to a/c of Yours &c.
To R. B. Dennis Esq. Danl Davidson
Cleveland Ohio
Accepted - R. B. Dennis - Endorsed - Danl Davidson
H. A. Tucker & Co.

Exhibit "C." $1250^{00} Chicago September 18. 1854
Eight months after date pay to the order of myself at the Exchange Bank, Chicago twelve hundred and fifty dollars value received which place to a/c of Yours &c.
To R. B. Dennis, Cleveland Ohio Danl Davidson
Accepted R. B. Dennis Endorsed Danl Davidson H. A. Tucker & Co

Exhibit "D." $1250^{00} Chicago September 18. 1854
Ten months after date pay to the order of myself at the Exchange Bank Chicago twelve hundred and fifty dollars value received which place to a/c of Yours &c.
To R. B. Dennis Cleveland Ohio Danl Davidson
Accepted R. B. Dennis - Endorsed Danl Davidson H. A. Tucker & Co.

Exhibit "E."

$1250" Chicago September 18. 1854

Twelve months after date pay to the order of myself at the Exchange Bank Chicago twelve hundred and fifty dollars value rec'd which plase to a/c of Yours &c.

To R. B. Dennis Esq. Cleveland Ohio Dan'l Davidson

Accepted R. B. Davis Endorsed Dan'l Davidson H. A. Tucker & Co

Exhibit "F."

$1250 Chicago September 18. 1854

Fourteen months after date pay to the order of myself at the Exchange Bank Chicago twelve hundred and fifty dollars value rec'd which plase to a/c of Yours &c.

To R. B. Dennis Cleveland Ohio Dan'l Davidson

Accepted R. B. Dennis Endorsed Dan'l. Davidson H. A. Tucker & Co

Exhibit "G."

$1250" Chicago September 18. 1854

Sixteen months after date pay to the order of myself at the Exchange Bank Chicago twelve hundred and fifty dollars value rec'd which plase to a/c of Yours &c.

To R. B. Dennis Cleveland Ohio Dan'l Davidson

Accepted R. B. Dennis - Endorsed Dan'l Davidson H. A. Tucker & Co

And afterwards, to wit, on the day and year last aforesaid the Master in Chancery to whom this cause was referred to take testimony, filed in said Court his report of the same with the Exchibits referred to therein, which report with the Exchibits are in the words and figures following, to wit,

State of Illinois }
Cook County } ss.

Cook County Circuit Court
In Chancery
Office of Master in Chancery
Chicago March 20. 1858

Hiram A. Tucker
vs.
Robert Barclay Dennis
Daniel Davidson et al

Hon. George Manierre
Presiding Judge of said Court in Chancery sitting
In pursuance of a decretal order entered in the above entitled cause by which it was referred to me to take proofs as well on Cross Bill as on the Original Bill and report the proofs as taken, do hereby report that on the 20th day of March A. D. 1858 at my office in the City of Chicago, appeared the said parties, Complainant and Defendants by their respective Solicitors, at which time and place I proceeded to take the proofs as required in and by said decretal order.

The Complainant by his Solicitor Edward Martin produced and offered as evidence a Mortgage Deed executed by Robert Barclay Dennis & wife running to Martin C. Walker, the execution of said Mortgage, duly proven and reciting that for the better securing payment of the sums of money specified in the Note and otherwise in said Mortgage

mentioned, mortgages the tracts of land in Cook Co. State of Illinois, to wit, the North half of the North West Quarter of Sec. 25. Township 40. North of Range 13. East & Also the South 30 feet fronting on Wells St. by 80 feet deep of Lot 1. Blk. 54 Original Town of Chicago, with dwelling house thereon. Also Lots 7. 8. 9. & 10 Blk. 1 of Dyer & Davisson's subdivision of the South 1/2 of the West 1/2 of the N. W. 1/4 of Sec. 34 T. 39 N. R. 14 East as per Rees & Bunkers Map of Chicago, containing 8 acres more or less, subject to all liens & incumbrances whatever existing, and further reciting that whereas said Dennis had that day executed & delivered to said Walker his certain note as follows

"3580^{00} Ohio City October 21. 1851 - Three years after date for value received, I promise to pay R. C. Walker or order thirty five hundred and eighty dollars, with interest at the rate of ten per centum per annum being for money loaned. " signed R. B. Dennis "

Said Mortgage further providing that said Walker should certain liens existing against said 8 acre lot, also note by D. Davidson to S. Bronson Jr. dated Feby. 28. 1857 for $500 due 90 days after date int 10 per cent secured by Deed of Trust on said 8 acre tract dated June 25, 1850, $100 paid on said note indorsed March 29. 1851 - Also incumbrance on said house & lot four notes given by said Davidson to Ora L. Hollbrook secured by Mortgage on said lot, the first note $384 matured in June last before date of said Mortgage

the second Note for $363. maturing the June thereafter the third note for $362 maturing June 1853 and the fourth note due June 1854 for $321 – Mortgage contains Power of sale acknowledged Oct. 2. 1851 by said Dennis before Notary, Recorded June 8. 1852 in the office of the Recorder of Cook Co. and again acknowledged before Justice of the Peace Cook Co. November 8. 1851 by said Dennis & wife and again recorded in said office June 8. 1852 said Mortgage herewith made an exhibit Marked No. 1 and submitted with this report.

The Complainant as further documentary evidence produced and offered a promissory note executed by Robert B. Dennis being for the sum of $ 3580, dated Ohio City, October 21. 1851 payable to M. O. Walker or order three years after date with interest at the rate of 10 per centum per annum being for money loaned said note, herewith made an exhibit marked No. 2 and submitted with this Report.

The Complainant as further documentary evidence produced and offered a Deed of Trust and Judgment Note executed by Daniel Davidson, the note dated February 28. 1851, Deed of Trust dated June 25. 1850, the note payable to the order of S. Bronson Jr. and an assignment endorsed on the back thereof by said S. Bronson Jr. running to Martin O. Walker. Deed of Trust reciting that Dan'l Davidson had executed his note for $500 payable four months after date to S. Bronson Jr. or order and to secure the same

and any other evidences of indebtedness, conveys to Calvin DeWolf Lots 7. 8. & 9 Blk 4 Davisson & Dyer's Sub. E½ N.W¼ Sec 34. T 39 N R 14 E 3 P.M. &c Deed containing Power of sale the execution proven by the certificate of acknowledgment thereto attached the same recorded in the office of the Recorder of Cook Co. July 3. 1850 in Book 3 of Deeds page 602 and herewith made an exhibit marked No. 3 and submitted with this Report.

The Complainant as further documentary evidence produced and offered a promissory note dated June 20. 1850 executed by Daniel Davisson payable to the order of O. L. Hollbrook June 21. 1851 for the sum of $384. said note herewith made an exhibit No. 4 and submitted herewith, said note endorsed to Norton & Co. by George Walbridge as administrator of O. L. Hollbrook deceased

The Complainant as further evidence offered as evidence another note executed by Daniel Davisson dated June 20. 1850 for $363 payable on or before the 21st June 1852 to O. L. Hollbrook or order said note indorsed in blank without by John Walbridge Jr. attorney for George B. Walbridge administrator of O. L. Hollbrook, said note herewith made an exhibit marked No. 5. and submitted herewith.

The Complainant as further evidence produced and offered an assignment of a decree dated June 9. 1855 between Daniel C. Beard

executor of A. L. Holbrook to Martin R. Walker of a decree for foreclosure in the Circuit Court Cook Co. said assignment herewith made an eschibit marked No. 6 and submitted herewith.

The Complainant as further evidence produced and offered a publisher's certificate of Sheahan & Cameron with annexed notice of sale, said certificate & notice herewith made an eschibit marked No 7 and submitted herewith.

The Complainant as further evidence produced and offered two or three certificates of publications by the publishers of the Chicago Daily Democrat and Chicago Daily Tribune with Notices of sales attached which are herewith made eschibits respectively marked Nos. 8 & 9

The said Complainant as further evidence produced and offered a written authority signed M. R. Walker directed to Philip A. Hayne dated December 1. 1856. authorising said Hayne to act as salesman of the property described in the notice of sale annexed and described in said eschibit No. 1. the same herewith made an eschibit marked No. 10, Also offered as evidence the written return of said Hayne signed by him, dated December 3. 1856, which is attached to said eschibit No. 10 — said return stating that he, said Hayne had that day sold the property as described

Lot one (1)	W. S. Gurnee	$6500.00
Lot two (2)	" " "	3750.00
Lot three (3)	" " "	4000.00
		14,254.00

The said Complainant as further evidence produced & offered a deed dated December 3d 1856 executed by Martin O. Walker to Walter S. Gurnee reciting the provisions of the said Mortgage, exhibit 1, executed by said Dennis, default in payment of said Dennis & a proceeding for a sale under the Powers in said Mortgage and a sale of Real Estate specified in said Mortgage, to the said Gurnee at Public vendue on the 3d day of December 1856, said Real Estate at said sale constituting, as Lots 1, 2 & 3 for the purposes of said sale, and sold in the aggregate for $14,250, and thereupon conveyed the property described in said Mortgage made exhibit 1, the execution of said deed proving by the certificate of acknowledgment thereto attached. Deed recorded in the office of the Recorder of Cook County January 30, 1857, and the same herewith made an exhibit marked No-11 and submitted herewith

The Complainant as further evidence produced and offered a Mortgage dated Sept 18, 1854 from Robert Barclay Dennis to Hiram A. Tucker, reciting that said Mortgagor is justly indebted to Hiram A. Tucker of Chicago in the sum of $7500 in six acceptances of even date with said Mortgage, due at the Exchange Bank, Chicago, Each for $1250 and due in 6, 8, 10, 12, 14 & 16 months from date respectively payable to the order of Daniel Davidson and drawn by him, and to secure

the payment of said acceptances according to the tenor and effect thereof, Mortgages all of the North 1/2 of the N.W. 1/4 of Section 25, Township 40, N. R 13 East (excepting such portions as has been conveyed to the Ills. & Wisconsin R. Road Co for right of way being about five acres more or less) and also Lots 7, 8, 9 & 10 in Block 1 of Dyer & Davissons Sub. of the S. 1/2 of E. 1/2 of the N. W. 1/4 of Sec. 34 T. 39 N. R. 14 East according to Rees & Ruckers Map of Chicago & vicinity — And also the S. 30 feet of Lot 1 in Block 54 fronting on Wells Street Original Town of Chicago, this last mentioned lot subject to a Mortgage by Daniel Davidson to Ira L. Holbrook dated June 20, 1850. And all subject to a Mortgage by R. B. Dennis to Martin O. Walker dated Oct, 21 1851 due three years from date given to secure a Note for $3580 and certain other money to be advanced by said Walker on account of said Dennis &c. The execution of said Mortgage proven by the certificate of acknowledgment thereto attached. Mortgage recorded in the office of the Recorder of Cook Co. Sept. 22. 1854 in Book 18 of Mortgages and the same herewith made an exhibit marked No, 12 and submitted with this proof & Report

Examination adjourned to Saturday March 27. 1858, 9. O-clock A. M.

L. C. P. Freer
Master in Chancery
Cook Co.

The Complainant as further evidence produced and offered a draft or Bill of Exchange dated Chicago Sept 18, 1854 drawn by Daniel Davidson addressed to R. B. Dennis, of Cleveland Ohio and by him accepted payable to the order of said Dennis and by him endorsed in blank being for the sum of $1250 and payable six months after date at the Exchange Bank Chicago, said draft herewith made an exhibit marked No. 13 and submitted herewith - Attached to said draft is Notarial protest in usual form.

The Compt produced and offered another draft of same date for the same amount and same parties as in exhibit No. 13 the same payable to the order of said drawer eight months after the date thereof the same herewith made an exhibit marked No. 14 and submitted herewith attached to said Draft is Notarial protest in usual form.

The said Complainant as further evidence produced and offered another draft of same date, for same amount and executed by same parties as last foregoing and payable to the order of said drawer ten months from the date thereof, the same herewith made an exhibit marked 15 and submitted herewith.

The said Complainant as further evidence produced and offered another draft of same date for same amount and executed by same parties, as last foregoing, and payable to the order of said drawer 12 months from the date thereof, the same herewith made an exhibit marked 16 and submitted herewith — Attached to said draft is a Notarial protest in the usual form.

The said Complainant as further evidence produced and offered another draft of same date, for same amount and executed by same parties as last foregoing and payable to the order of said drawer 14 months from the date thereof the same herewith made an exhibit marked 17 and submitted herewith — Attached to said drafts is a Notarial Protest in the usual form

The said Complainant as further evidence produced and offered another draft of same date for same amount and executed by same parties as last foregoing, and payable to the order of said drawer 16 months from the date thereof: The same herewith made an exhibit marked 18 and submitted herewith — Attached to said draft is a Notarial Protest in the usual form.

Philip A. Hoyne a witness produced and

sworn says —— I reside in the City of Chicago and have resided here most of the time for the past seven years – I am 32 years of age – I was formerly engaged for the period of about eight years in the business of an auctioneer and have occasionally acted in that capacity since – I have been engaged formerly to a considerable exctent in selling Real Estate at Auction I received on or about the 1st day of December A. D. 1856 from Edward Martin Esq. acting in that behalf as attorney for Martin C. Walker the Notice & instructions filed among the papers in this cause Exhibit 10 – The instructions were signed by Mr. C. Walker. I appeared at the time and place specified in the printed Notice attached to said Exhibit, and produced and read the authority and the said printed notice to the persons assembled. As I recollect there was in the neighborhood of twenty persons present – I know there was over a dozen Walter S. Gurnee was present at the sale, and made bids in person for such of the tracts of land described in the notice – The property was put up in lots, numbered one (1) two & three as numbered in the Notice, and the property by its full description was described and designated to the bidders as the same was described in the printed Notice. The sale was conducted by me in the usual manner and ample opportunities were given to all persons to bid on the property. There

was some considerable competition at the sale particularly in regard to one of the lots, which one I do not now recollect. Mr Gurnee was the highest bidder on each lot. I made a memorandum at the time of the sale of each highest bid and I made a return of the sale on the same day in conformity with the facts of the sale and signed the same which is attached to said exhibit 18, and also marked exhibit 18. The memorandum made at the time of the sale is in pencil on the same paper upon which I made my return above referred to Mr. Martin as Atty. aforesaid paid me $25 for my commissions

Phil A Hoyne

Sworn to and subscribed
before me this 16th day of March 1858

L. C. P. Frue
Master in Chancery, Cook Co.

Philip A. Hoyne recalled, says he is acquainted with the hand writing and signature of Edward Martin Esq. Solicitor in this cause and the Attorney of Martin B. Walker at said sale. The receipt now shown me marked exhibit 19 being an account of said Martin against said Walker for $177 and receipted by said Martin is in the hand-writing of said Martin.

Philip A. Hoyne

The said Complainant as further evidence

produced and offered an abstract of the title to the South 30 feet by 80 feet of Lot one (1) in Block fifty four 54 in the Original Town of Chicago prepared by Rees & Chase which is herewith made an exhibit marked No 20,

Philip A. Hayne June 30, 1858
and examined ex parte says - I received no other instructions in regard to the sale of which I have testified than those contained in the written notes signed by Martin O. Walker among the papers marked exhibit 10 and to the best of my recollection Mr Walker was not present at the sale.

Philip A. Hayne

The Compts here closed their testimony in chief and the defendant introduced the following testimony

The Complainants as further evidence produced and offered a transcript or Record of Judgment in the Circuit Court of the United States Northern Dist. Ohio wherein Hiram A. Tucker et al were Plaintiffs and Robert B. Dennis was defendant - the Complainants by their Solicitor Martin waiving all ~~exceptions~~ exemptions as to the sufficiency of the certificate of authentication but said Record to be recorded subsequent to all other legal exceptions, said Record herewith made

an exhibit in the Defendants exhibits marked No. 1 and returned herewith.

Examination adjourned to Sept 8. 1858 at 4. o, c. P.M.

Interrogations propounded to Douglass R. Hale on the part of the Compl'ts.

1 What is your name, age, occupation and residence and are you acquainted with the parties Complainants and defendants in this cause, or either, and which of them & how long have you known them?

Ans. My name is Douglass R. Hale, I am 20 years of age, am assistant Teller in the Exchange Bank of this City, and reside in Chicago, I am acquainted with the Compt'n Tucker - have known about five years past. I am not acquainted with the defendants, R. B. Dennis or Davidson - I know defendant Gurnee, have known him about four years past.

2 How long have you been in the employ of H. A. Tucker & Co.?

Ans. It will be five years in October next.

3 How long since your first of Daniel Davidson?

Ans I cant say that I have ever heard of him, may have heard his name mentioned but nothing particular about him.

4 State whether you have ever before seen Acceptances heretofore produced on this examination

marked respectively Exhibits 14 to 19 inclusive? If yes, when and where have you so seen them?

Ans. This is the first time I have ever seen them, to my knowledge.

5 State what you know as to the present ownership of said acceptances

(Int. objected to by Defts Solr.)

Ans. I dont know any thing on the subject.

6 What Clerks are in the employ of H. A. Tucker & Co.

(Int. objected to as immaterial by Defts Atty.)

Ans. L. C. Ellsworth, Teller, James G. Tucker, Bookkeeper David Verrion Bookkeeper, J. W. Eckley. this is all except Messenger boys.

7 How long has L. C. Ellsworth been in the employ of H. A. Tucker & Co.

Ans. I should judge about sixe years.

8 Who in 1854, Sept of that year was Teller & Bookkeeper in the Banking office of H. A. Tucker & Co

Ans. I think E. K. Willard was Teller and Sirah D. Cole Bookkeeper

9 Have you examined the books of H. A. Tucker & Co. and do you find therein any entries or have you found therein any entries touching any acceptance of the said Robert B. Dennis?

Ans. I have not made any examination of said Books.

10 Among the various officers you have named whose duty has it been, or would it be to make

or know of the existance of such entries if they were made at the time of making them and now?

Ans. It would be the duty of the Discount Clerk whose name is Anthon J. Kruger – I forgot to name him in my former answer – I think L. C. Ellsworth was the Discount Clerk at the date of the papers referred to.

Cross Esc.

1X Dont you know that there are no such acceptances as those on the Books of your employers H. A. Tucker & Co. as the property of that firm?

Ans. No, I do not.

Direct Resumed.

1 Are not the offices and Books of the Institution of the Exchange Bank of H. A. Tucker & Co and firm of H. A. Tucker & Co. the same, and have they not been so, so far your knowledge extends?

Ans. The Exchange Bank office was with H. A. Tucker & Co.

Re X

1X Do you not intend to testify that you know nothing about the acceptances or the ownership thereof?

Ans. I do intend to testify that I know nothing about them

Sworn to & subscribed before me this 9th day of Sept. 1858

D. R. Hale

L. C. P. Frer – Master in Chancery Cook Co.

Examination adjourned to Sept 23-58, 9, 0, c, P. M.

L. C. P. Freer

Chas. in C-

I, L. C. Paine Freer Master in Chancery of Cook County State of Illinois do hereby certify and report that the foregoing depositions as well on the part of the Complainant as of the Defendants in the Original and Cross Bill filed in the cause above entitled, were taken before me at my office in the City of Chicago, State of Illinois commencing March 20th A. D. 1858 upon interrogations propounded by the Solicitors of the respective parties, and the documentary evidence herewith returned as exhibits all taken by agreement and stipulation of the respective parties to be used on the trial of said cause subject only to legal exceptions

L. C. P. Freer

Master in Chancery

Cook Co. Ill.

Exhibit 1.

This Deed of Mortgage made and entered into this twenty first day of October A. D. 1851 by and between Robert Barclay Dennis and Harriet Frances his wife of Ohio City, Ohio party of the first part and Martin C. Walker of Chicago, Cook County Illinois party of the second part Witnesseth that the said parties of the first part, in consideration of the better

securing the payment of the sums of money specified in the promissory note and otherwise, hereinafter mentioned and in consideration of one dollar to them in hand paid by said party of the second part the receipt whereof is hereby confessed and acknowledged do by these presents grant, bargain, sell and convey unto the said party of the second part and to his heirs and assigns forever, the following described tracts or lots of land, being in the County of Cook and State of Illinois to wit, The North half of the North West quarter of Section No. twenty five (25) in Township No. Forty (40) North of Range No. Thirteen (13) East of the third principal meridian, also the south Thirty feet fronting on Wells Street by eighty feet of Lot one Block fifty four Original Town of Chicago with the dwelling houses thereon. And also lots seven, eight, nine & ten in Block one of Dyer and Davissons subdivision of the South Half of the West half of the North West quarter of Section Thirty four Township Thirty nine North Range Fourteen East as per Rees and Ruker's map of Chicago and vicinity containing eight acres more or less subject to all liens and incumbrances of whatever nature existing at this date. To have and to hold the same unto the said party of the second part and to his heirs & assigns forever, Provided however, that this conveyance and these presents are upon these express conditions

That whereas the said Dennis has this day executed and delivered unto the said Walker his certain promissory note in the words and figures as follows, to wit, $3580-00 Ohio City- October 21st 1851 Three years after date for value rec'd I promise to pay D. C. Walker or order Thirty five hundred and Eighty dollars with interest at the rate of ten per centum per annum it being for money loaned - signed R. B. Dennis. It is further hereby declared to be a condition and essence of this Deed of Trust-Mortgage, or conveyance that the said party of the second part shall pay and remove or cause to be paid and removed certain liens or encumbrances now existing against part of the property hereby conveyed, to wit, against the eight acre lot Note by D. Davidson to S. Bronson dated Feby. 28th 1851 for $500 Due 90 days after date bearing interest at 10 per cent secured by Deed of Trust on said eight acre Lot hereinbefore described Dated 25th June 1850. $100 was paid on said note and endorsed on the back 29th March 1851 leaving $400 and interest - now undue & unpaid. And also against the House & lot hereinbefore described as the South thirty feet fronting on Wells Street by eighty feet deep of Lot one Block Fifty four C. T. of Chicago are four Notes given by Dan'l Davidson to Ora L. Hollbrook secured by Mortgage on the said Lot - The first Note of $384 matured in June last & is now unpaid. The second note

will mature next June for $363. The third note for $342 will mature in June 1853. And the fourth and last note falls due in June 1854 for $321

Now if the said R.B. Dennis, his heirs, executors or administrators shall well and truly pay the sum of money specified in the aforesaid note with interest thereon when said note shall become due and payable and if he shall also well and truly pay to said party of the second part the before mentioned liens or encumbrances now existing against part of the property hereby conveyed on or before the twenty first day of October A.D. 1854 together with interest thereon from the time said liens are paid or removed by said party of the second part up to the 21st October 1854 and all taxes which may be paid (being lawfully levied) by said party of the second part, his heirs, administrators or assigns with interist thereon upon property hereby conveyed or any part thereof — then this conveyance and all the estate hereby conveyed shall be void, otherwise the same shall remain in full force and virtue in law. And the said party of the second part, or his heirs, may proceed to sell the fee simple title to the property hereinbefore described, or any part thereof at public vendue, to the highest bidder, for cash, first giving thirty days public notice of the time, terms and place of said sale and of the property to be sold, by advertisement in, at least, three daily newspapers printed

in the City of Chicago Ills. and upon such sale shall execute and deliver a deed or deeds in fee simple of the property sold, to the purchaser or purchasers thereof; and any statement or recital whatever of said party of the second part, or his heirs in such deed or deeds shall be received in all courts of justice as prima facie evidence of the truth thereof; and receive the proceeds of said sale, out of which he (or they) shall pay first, the cost and expenses of this trust; and, next whatever may be in arrear and unpaid in said note & liens whether of principal or interest, and the balance if any, shall be paid to the said R. B. Dennis of the first part, his heirs or legal representatives.

The express condition upon which this Deed of Trust or Mortgage is made is hereby declared to be that the said second party shall pay the above described note to S. Bronson Jr. and Ora L. Holbrook now past due and to become due, according to the tenor thereof, and on failure of the said second party so to perform fully, then and in that case no benefit whatever shall inure to said party of the second part by these presents.

In testimony whereof the said parties of the first part have hereunto set their hands and seals the day and year first aforesaid.

In presence of }
Dan'l Davidson }

Robert B. Dennis (seal)
Harriet F. Dennis (seal)

State of Ohio
Cuyahoga County } ss.

Be it remembered that on the twenty seventh day of October in the year 1851 before me the subscriber, a Notary Public in and for said County personally appeared Robert B. Dennis personally known to me to be one of the persons described in the foregoing Deed and the person who executed it for the uses and purposes in said Deed set forth The same and acknowledged that he executed

Seal

In testimony whereof I have hereunto set my hand and Notarial seal this twenty seventh day of October A. D. 1851

Belden Seymour
Notary Public

State of Illinois
Cook County } ss.

I, Lewis C. Percival a Justice of the Peace in and for said County in the State aforesaid, do hereby certify that Robert B. Dennis & Harriet F. Dennis his wife who are personally known to me to be the same persons whose names are subscribed to the annexed Mortgage, appeared before me, this day, in person and acknowledged that they had signed, sealed and delivered the said instrument of writing as their free act and deed for the uses and purposes therein expressed

And the said Harriet F. Dennis wife of the said Robert B. Dennis having been by me examined separate and apart and out of the hearing of her said husband and the contents and meaning of said instrument of writing having been by me made known and fully explained to her, she acknowledged that she had fruly and voluntarily executed the same without any compulsion of her husband and relinquished her dower to the lands and tenements therein mentioned and that she does not wish to retract the same.

Given under my hand and official seal, this 2nd day of June A. D. 1852

L. C. Kirkhival (seal)
Justice of the Peace

Eschibit 2

$3580,00 Ohio City October 21st 1851

Three years after date for value Received I promise to pay O. C. Walker or order thirty five hundred & eighty dollars with interest at the rate of ten per centum per annum it being for money loaned.

R. B. Dennis

Eschibit 3.

$500 + interest Chicago Feby. 28th 1851

Ninety days after date, for value received,

I promise to pay to the order of S. Bronson Jr. at the Banking office of Tucker Bronson & Co. in Chicago, the sum of Five hundred Dollars with interest, at and after the rate of Ten per cent. per annum, after this note becomes due, being for an actual loan of money

D. Davidson

Know all men by these Presents, That, whereas the subscriber is justly indebted to S. Bronson Jr. of Chicago, in the sum of Five hundred Dollars for which sum the said subscriber has executed a promissary Note of even date herewith, bearing interest at the rate of Ten per cent per annum, after the said note becomes due, payable ninety days after date, to the order of said S. Bronson Jr,

Now, Therfore, in consideration of the premises I do hereby make, constitute and appoint Benjamin F. Sherman, or any Attorney of any Court of Record, to be my true and lawful Attorny irrevocably, for me and in my name and stead to enter my appearance before any Court of Record in any of the United States of America or any of the Territories of the United States at any time after the date hereof, at the option of said Bronson or assigns, to waive the service of process and confess a judgment in favor of said Bronson, his executors, administrators or assigns, upon said Note for the above sum, or for as much as appears to be due, according

to the tenor and effect of said Note, with interest thereon at the rate aforesaid, to the day of the entry of said judgment, together with costs and ten dollars for Attorney's fees; and also to file a cognovit for the amount that may be so due, with an agreement therein that no writ of error or repeal shall be prosecuted upon the judgment entered by virtue hereof, and to release all errors that may intervene in the entering up of said judgment, or issuing the execution thereon. Hereby ratifying and confirming all that my Attorney may do by virtue hereof.

Witness my hand and seal this twenty eighth day of February A. D. 1851

In presence of

H. W. Jones

D. Davidson (seal)

For value Rec'd I hereby sell assign and set over to Martin O. Walker the within Note and all my right, title and interest therein and the securities thereon hereto annexed as full and ample as the same in any other manner or form could be done, and without recourse to me in any event whatever

S. Bronson Jr.

Whereas I, Daniel Davisson party of the first part of the City of Chicago the County of Cook and State of Illinois have executed one certain Promissory Note of even date herewith, payable to S. Bronson Jr. or order, for the sum of Five Hundred 100 Dollars payable four months after date—

Now, Therefore, the said Daniel Davisson party of the first part, to secure the payment of said Note, according to the tenor and effect; and also to secure the prompt payment of any other Notes, Evidences of Debt, Loans or Advances which may be executed or contracted by said party of the first part, to or with said S. Bronson Jr. or upon which he may become liable at the request of said party of the first part in any manner whatever, or at any time within three years from the date hereof, in consideration of One Dollar, and the further sum of Five Hundred 100 Dollars, the receipt whereof is confessed, doth grant, bargain and sell unto Calvin De Wolf of the County of Cook, and State of Illinois, his heirs and assigns forever, the premises described as follows: Lots seven eight nine and ten in Block Four of Davisson and Dyer's subdivision of the East half of the North west quarter of Section thirty four, Township thirty nine North Range Fourteen East of the third principal Meridian more particularly described, to wit,

Commencing at a point on the South line forty rods West from the South East corner of said Eighty acre tract. Thence running North on a line parallel with the east line of said tract Thirty two rods. Thence West on a line parallel with the South line of said tract to the west line of said Eighty acre tract. Thence South on said west line to the South west corner of said tract, thence east to the place of beginning said described lots containing eight acres more or less - situated in the County of Cook, State of Illinois, together with all and singular the privileges and appurtenances thereunto belonging In Trust, nevertheless, that in case default be made in the payment of said notes, or either of them, or any part thereof, according to the tenor and effect of said Notes, respectively, then on the application of the legal holders of any of said Notes the said Calvin D'Wolf is hereby empowered after publishing a notice in a newspaper printed in the City of Chicago ten days before the day of such sale, to sell the said premises, and all rights and equity of redemption of the said Dan'l David son party of the first part, his heirs and assigns therein, at public auction, at the Court House door in said city, to the highest bidder for cash, at the time mentioned in such notice. And to make, execute and deliver to the purchaser or purchasers thereof a deed or deeds for the premises

so sold; and out of the proceeds of such sale to pay all costs and expenses incurred in advertising and selling said premises, also the principal and interest due on said notes.

And the said Daniel Davidson party of the first part, for himself, his heirs, executors, and administrators, covenants with the said Calvin DeWolf that he is well & lawfully seized of said premises in fee simple, and that he has good right and full power to grant, bargain and sell the same in form aforesaid; that the same are free from all incumbrance, and that he will and his heirs, executors and administrators shall forever warrant and defend the same against the lawful claims of all persons.

Signed and sealed this Twenty fifth day of June A.D. 1850 Daniel Davidson (seal)

Witness

John Denniston

State of Illinois }
County } ss

I, L. C. Kerchival a Justice of the Peace in and for the said County, in the State aforesaid do hereby certify, That Daniel Davidson, personally known to me as the same person whose name is subscribed to the within Deed of Trust, as having executed the same, appeared

before me this day, in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth

Given under my hand and seal this 25th day of June A. D. 1850

L. C. Kercheval (seal)

Eschibit 4

$384 00/100 Chicago June 20th 1850

On or before the Twenty first day of June A. D. 1851 for value recived I promise to pay C. L. Holbrook or order, at Chicago Three hundred and Eighty four dollars

24 June

Dant Davidson

Pay Messrs H. Norton & Co. or order Geo. B. Walbridge administrator of the estate of C. L. Holbrook deceased

Eschibit 5

$363 00/100 Chicago June 20th 1850

On or before the 21st day of June A. D. 1852, for value recived, I promise to pay C. L. Holbrook or order at Chicago Three hundred and sixty three dollars.

Dant Davidson

21 June

Geo B. Walbridge administrator of the estate of Chs L. Holbrook deceased - By John Woodbridge

Jr. Atty. without recourse

Exhibit 6.

Assignment of Decree

This Indenture made the ninth day of June One thousand eight hundred and fifty five between Daniel C. Beard of the City of Buffalo, County of Erie and State of New York Executor of Ira L. Hollbrook, party of the first part and Martin A. Walker of the City of Chicago County of Cook and State of Illinois party of the second part: Whereas the said party of the first part on the tenth day of April One thousand eight hundred and fifty five recovered a Decree in the Circuit Court for Cook County and State of Illinois against Daniel Davisson, Martin A. Walker and Robert B. Dennis of the City of Chicago in a certain Chancery suit pending in said Court at the March vacation Term for the sum of Seven hundred and fourteen dollars and fifty two cents, and costs of suit. Now therefore this Indenture witnesseth that the said party of the first part in consideration of the sum of Seven hundred thirty nine Dollars and nine teen cents to him duly paid, hath sold and by these presents, doth assign, transfer and set over unto the said party of the second part

and his assigns, the said Decree, and all sum and sums of money that may be had or obtained by means thereof, or any proceedings to be had thereupon.

And the said party of the first part doth hereby constitute and appoint the said party of the second part, and his assigns, his true and lawful attorney and attorneys irrevocable, with power of substitution and revocation for the use, and at the proper cost and charge of the said party of the second part, to ask, demand and receive, and to sue out executions and take all lawful ways for the recovery of the money due or to become due on said Decree; and on payment to acknowledge satisfaction, or discharge the same: hereby ratifying and confirming all that his said attorney or attorneys shall lawfully do, or cause to be done, in the premises. And the said party of the first part doth covenant that there is now due on the said Decree the sum of seven hundred thirty nine Dollars and nineteen cents ($739 19/100) and that he will not collect or receive the same or any part thereof, nor release or discharge the said Decree, but will own and allow all lawful proceedings therein the said party of the second part saving the said party of the first harmless of and from any costs and charges in the premises.

In witness whereof the party of the first part

hand and
hath hereunto set his seal the day and year first above written.

Sealed and delivered in the presence of

Dan'l C. Beard (seal)
Executor of O. L. Hollbrook

Exhibit 7

This certifies, that the appended Notice of Mortgage sale has been published in the "Chicago Daily Times" a newspaper printed and published in the City of Chicago, County of Cook, and State of Illinois, 30 days consecutively, commencing with the 29th October 1856 and that we have received Twenty four dollars for publishing the same.

Sheahan & Cameron Publishers

Mortgage Sale

Notice is hereby given that whereas default has been made in payment of all and singular the indebtedness and interest accrued to me, the undersigned Martin C. Walker, by a certain indenture or mortgage with power of sale, bearing date the twenty first day of October, in the year one thousand eight hundred and fifty one, and made between Robert Barclay Dennis and Harriet Frances his wife, of the first part, and me, the said Martin C. Walker of the second part, and filed for record in the Recorder's office of Cook County in the State of Illinois, on the eighth day of June, one thousand eight hundred and

fifty two, and numbered 34,911 and recorded in book 12 of mortgages, on page 478, which said indenture was made to secure a certain promissory note bearing date the 21st day of October, 1851, made by said Robert Barclay Dennis for thirty five hundred and eighty dollars, and payable to me the said Martin C. Walker, or order, three years after the date thereof, with interest as therein named and also to secure the payment to me, the said Martin C. Walker of four hundred dollars, and interest advanced and paid to me in pursuance of the provisions of the now reciting indenture as the balance due upon a certain promissary note, made by Dant Davidson to Stephen Bronson junior, dated the 28th day of February, 1851, and due ninety days after the date thereof, bearing interest at ten per cent, and also to ~~secure~~ secure the repayment to me, said Martin C. Walker, of the further sum of fourteen hundred and ten dollars, also advanced and paid by me in further pursuance of the provisions of the said now reciting indenture for four several promissory notes, given by said Daniel Davidson to one C. L. Holbrook, the first thereof being for $384 and having matured in June 1851; the second thereof being for $368 and having matured in June 1853 the third thereof being for $342 and having matured in June 1854; and the fourth thereof being for $321 and having matured in June 1854

And whereas all the said indebtedness secured

by the said recited indenture as aforesaid is now due to me, the said Martin C. Walker, and is wholly unpaid and unsatisfied

Now, Therefore, I the said Martin C. Walker under, and by virtue, and in pursuance, and in exercise, and execution of the powers or authority in the said recited indenture contained and of every other power or authority in me invested in that behalf, shall on the third day of December in the year one thousand eight hundred and fifty-six, at the hour of ten, o, clock in the forenoon of that day, at the North door of the Court House in the City of Chicago, in the County of Cook, in the State of Illinois, offer for sale by public vendue, and shall then and there sell and absolutely dispose of and convey to the purchaser or purchasers the fee simple title to all those pices or parcels of land lots and hereditaments, situate, lying and being in the County of Cook and State of Illinois, and known and described as follows (that is to say)

The north half of the northwest quarter of section numbered twenty five (25) in Township numbered forty (40) north of range numbered thirteen (13) east of the third principal meridian; and also the south thirty feet fronting on Wells strt by eighty feet of lot one (1) in Block fifty four (54) in the original town of Chicago, with the dwelling house theron; and also lots numbered seven (7)

eight (8) nine (9) and ten (10) in block numbered one (1) of Dyer & Davidson's subdivision of the south half of the east half of the northwest quarter of section thirty four (34) in township thirty nine (39) north of range fourteen (14) east of the third principal meridian, as per Rees and Ruckle's map of Chicago and vicinity, containing eighty acres more or less.

The following are the terms, particulars and conditions of sale.

The said property will be sold by public vendue at the time and place aforesaid, in three lots.

Lot 1.

Comprises the said north half of the northwest quarter of section 28, town 40. north range 13 east.

Lot 2.

Comprises the said south 30 feet fronting on Wells street by 80 feet of lot 1. block 34. in the original town of Chicago, with the dwelling house thereon.

Lot 3.

Comprises said lots 7, 8, 9 and 10, in block 1 of Dyer and Davidson's subdivision of the south half of the east half of the northwest quarter of section 34, town 39, north of range 14 east.

Each lot will be sold to the highest bidder for cash if any dispute arise as the last or highest bidder, the lot in dispute shall be immediately put up again at a former bidding. *

Full abstracts of the title can be examined up

* The purchase money is to be paid and the Deed given at or immediately after the sale of each lot and in default of payment thereof the sale of such lot shall be forfeited and the lot be immediately put up again at a former bidding.

to the day of sale and particulars obtained at the office of Edward Martin, 44 La Salle street Chicago room No. 4

Dated at Chicago this 24th day of October A. D. 1856

Oct. 29 Martin O. Walker

Eschibit 8.

This certifies, That the appended notice of Mortgage sale, signed Martin O Walker has been published in the "Daily Democrat" a newspaper printed and published in the City of Chicago, County of Cook and State of Illinois. 36 days consecutively commencing with the 29th day of October 1856. and I hereby that I have received forty six dollars for publishing the same $46.

John Wentworth

Publisher

Mortgage Sale

Notice is hereby given that whereas default has been made in payment of all and singular the indebtedness and interest secured to me, the undersigned Martin O. Walker, by a certain indenture or mortgage with power of sale, bearing date the twenty first day of October, in the year one thousand eight hundred and fifty one, and made between Robert Barclay Dennis and Harriet Frances, his wife, of the first part, and one the said Martin O. Walker of the second part, and filed for record in the Recorders office of Cook County in the State of Illinois on the eighth day of June, one thousand

eight hundred and fifty two, and numbered 3491 and recorded in book 12 of mortages, on page 478, which said indenture was made to secure a certain promissory note bearing date the 21st day of October, 1851, made by said Robert Barclay Dennis for thirty five hundred and eighty dollars, and payable to me the said Martin C. Walker, or order, three years after the date thereof, with interest as therein named and also to secure the payment to me the said Martin C. Walker of four hundred dollars and interest advanced and paid to me in pursuance of the provisions of the now reciting indenture as the balance due upon a certain promissary note, made by Danl Davidson to Stephen Bronson junior, dated the 28th day of February, 1851 and one ninety days after the date thereof, bearing interest at ten per cent, and also to secure the repayment to me, said Martin C. Walker of the further sum of fourteen hundred and ten dollars, also advanced and paid by me in further pursuance of the provisions of the said now reciting indenture for four several promissary notes, given by said Daniel Davidson to one C. L. Holbrook, the first thereof being for $384 and having matured in June 1851, the second thereof being for $368 and having matured in June 1853, the third thereof being for $342 and having matured in June 1854 and the fourth thereof being for $321 and having matured in June 1854.

And whereas all the said indebtedness secured by

the said recited indenture as aforesaid is now due to me, the said Martin C. Walker, and is wholly unpaid and unsatisfied.

Now, therefore, I the said Martin C. Walker under and by virtue, and in pursuance, and in exercise and execution of the powers or authority in the said recited indenture contained and of every other power or authority in me invested in that behalf, shall on the third day of December in the year one thousand eight hundred and fifty six, at the hour of ten, o, clock in the forenoon of that day at the north door of the Court House in the City of Chicago, in the County of Cook, in the State of Illinois, offer for sale by public vendue, and shall then and there sell and absolutely dispose of and convey to the purchaser or purchasers the fee simple title to all those pieces or parcels of land lots and hereditaments situate, lying and being in the County of Cook and State of Illinois and known and described as follows (that is to say)

The north half of the northwest quarter of section numbered twenty five (25) in Township numbered forty (40) north of range numbered thirteen (13) east of the third principal meridian; and also the south thirty feet fronting on Wells street by eighty feet of lot one (1) in Block fifty four (54) in the original town of Chicago, with the dwelling house thereon; and also lots numbered seven (7) eight (8)

nine (9) and ten (10) in block numbered one (1) of Dyer & Davidson's subdivision of the south half of the east half of the northwest quarter of section thirty four (34) in township thirty nine (39) north of range fourteen (14) east of the third principal meridian, as per Russ and Rucker's map of Chicago and vicinity, containing eighty acres more or less.

The following are the terms, particulars and conditions of sale.

The said property will be sold by public vendue at the time and place aforesaid, in three Lots.

Lot 1.

Comprises the said north half of the northwest quarter of section 28. Town 40, north range 13 east.

Lot 2.

Comprises the said south 30 feet fronting on Wells street by 80 feet of lot 1, block 54 in the original town of Chicago, with the dwelling house thereon.

Lot 3.

Comprises said lots 7, 8, 9, and 10, in block 1, of Dyer and Davidson's subdivision of the south half of the east half of the northwest quarter of section 34 town 39, north of range 14 east.

Each lot will be sold to the highest bidder for cash, if any dispute arise as the last or highest bidder, the lot in dispute shall be immediately put up again at a former bidding. *

Full abstracts of the title can be examined

* The purchase money to be paid and the Deed given at or immediately after the sale of each Lot and in default of payment thereof the sale of such Lot shall be forfeited and the Lot be immediately put up again at a former bidding

up to the day of sale and particulars obtained at the office of Edward Martin 44 La Salle street Chicago room No. 4.

Dated at Chicago this 24th day of October A. D. 1856

Martin C. Walker

Exhibit 9.

We, the undersigned, Publishers of the "Chicago Tribune" do certify that a notice, of which the annexed is a true copy was published thirty consecutive days next after the first day of November 1856 in the daily edition of the Chicago Tribune, a newspaper ~~published~~ printed in and of general circulation throughout the County of Cook, State of Illinois

Dated Chicago, Illinois, Dec. 12, 1856

Vaughan Roy & Medill

Publishers

Mortgagessale.

Notice is hereby given that whereas default has been made in payment of all and singular the indebtedness and interest secured to me, the undesigned Martin C. Walker, by a certain indenture or mortgage, with power of sale, bearing date the twenty first day of October in the year one thousand eight hundred and fifty one, and made between Robert Barclay Dennis and Harriet Frances his wife of the first part, and me, the said Martin C. Walker of the second part, and filed for record in the

Recorder's office of Cook County in the State of Illinois on the eighth day of June, one thousand eight hundred and fifty two, and numbered 3491 and recorded in book 12 of mortgages, on page 478, which said indenture was made to secure a certain promissory note bearing date the 21st day of October, 1851, made by said Robert Barclay Dennis for thirty five hundred and eighty dollars, and payable to me the said Martin C. Walker, or order, three years after the date thereof, with interest as therein named and also to secure the payment to me, the said Martin C. Walker of four hundred dollars and interest advanced and paid to me in pursuance of the provisions of the now reciting indenture as the balance due upon a certain promissory note made by Daniel Davidson to Stephen Bronson junior, dated the 28th day of February, 1851 and due ninety days after the date thereof, bearing interest at ten per cent, and also, to secure the repayment to me, said Martin C. Walker of the further sum of fourteen hundred and ten dollars, also advanced and paid by me in further pursuance of the provisions of the said now reciting indenture for four several promissory notes, given by said Daniel Davidson to one C. L. Holbrook, the first thereof being for $384 and having matured in June 1851, the second thereof being for $368 and having matured in June 1853, the third thereof being for $342 and having matured in June 1854, and the fourth thereof being for $321 and having matured

in June 1854.

And whereas all the said indebtedness secured by the said recited indenture as aforesaid is now due to me, the said Martin O. Walker and is wholly unpaid and unsatisfied.

Now, therefore, I, the said Martin O. Walker under and by virtue, and in pursuance, and in exercise and execution of the powers or authority in the said recited indenture contained and of every other power or authority in me invested in that behalf shall on the third day of December in the year one thousand eight hundred and fifty six, at the hour of ten, o, clock in the forenoon of that day at the North door of the Court House in the City of Chicago, in the County of Cook in the State of Illinois, offer for sale by public vendue, and shall then and there sell and absolutely dispose of and convey to the purchaser or purchasers the fee simple title to all those pieces or parcels of land, lots and hereditaments situate, lying and being in the County of Cook and State of Illinois and known and described as follows (that is to say)

The north half of the northwest quarter of section numbered twenty five (25) in Township numbered forty (40) north of range numbered thirteen (13) east of the third principal meridian, and also the south thirty feet fronting on Wells street by eighty feet of lot one (1) in Block fifty four (54) in the original Town of

Chicago with the dwelling house thereon, and also, lots numbered seven (7) eight (8) nine (9) and ten (10) in block numbered one (1) of Dyer and Davidson's subdivision of the south half of the east half of the northwest quarter of section thirty four (34) in township thirty nine (39) north of range fourteen (14) east of the third principal meridian, as per Rees and Rucker's map of Chicago and vicinity, containing eighty acres more or less.

The following are the terms, particulars and conditions of sale.

The said property will be sold by public vendue at the time and place aforesaid, in three Lots.

Lot 1.

Comprises the said north half of the northwest quarter of section 25, town 40, north range 13 east.

Lot 2.

Comprises the said south 30 feet fronting on Wells street by 80 feet of lot 1, block 54 in the original town of Chicago, with the dwelling house thereon.

Lot 3.

Comprises said lots 7, 8, 9 and ten in block 1. of Dyer and Davidson's subdivision of the south half of the east half of the northwest quarter of section 34 Town 39 north of range 14 east.

Each lot will be sold to the highest bidder for cash, if any dispute arise as the last or highest bidder the lot in dispute shall be immediately put up

again at a former bidding.

* Full abstracts of the title can be examined up to the day of sale and particulars obtained at the office of Edward Martin 44 La Salle Street Chicago room No. 4.

Dated at Chicago this 24th day of October A. D. 1856

Martin O. Walker

Exhibit 16.

To Philip A. Hoyne Esq.

I hereby authorise and instruct you to act as sales-man in the sale of the property described in the annexed Notice

Dated 1st December A. D. 1856.

M. O. Walker

Mortgage sale.

Notice is hereby given that whereas default has been made in payment of all and singular the indebtedness and interest accrued to me, the undersigned Martin O. Walker, by a certain indenture or mortgage, with power of sale, bearing date the twenty first day of October in the year one thousand eight hundred and fifty one, and made between Robert Barclay Dennis and Harriet Frances his wife of the first part, and me, the said Martin O. Walker of the second part, and filed for record in the Recorder's office of Cook County in the State of Illinois

* The purchase money is to be paid on the Deed given at or immediately after the sale of each lot and in default of payment thereof the sale of such lot shall be forfeited and the lot be immediately put up again at a former bidding.

on the eighth day of June, one thousand eight hundred and fifty two, and numbered 4911 and recorded in book 12 of mortgages, on page 478, which said indenture was made to secure a certain promissory note bearing date the 21st day of October 1851, made by said Robert Barclay Dennis for thirty five hundred and eighty dollars, and payable to me, the said Martin C. Walker, or order, three years after the date thereof, with interest as therein named, and also to secure the payment to me, the said Martin C. Walker, of four hundred dollars and interest advanced and paid to me in pursuance of the provisions of the now reciting indenture as the balance due upon a certain promissory note made by Danl Davidson to Stephen Bronson junior, dated the 28th day of February 1851 and due ninety days after the date thereof, bearing interest at ten per cent, and also, to secure the repayment to me, said Martin C. Walker of the further sum of fourteen hundred and ten dollars, also advanced and paid by me in further pursuance of the provisions of the said now reciting indenture for four several promissory notes, given by said Daniel Davidson to one C. L. Holbrook, the first thereof being for $384 and having matured in June 1851, the second thereof being for $368 and having matured in June 1853, the third thereof being for $342 and having matured in June 1854, and the fourth thereof being for $321 and having matured in June 1854,

And whereas all the said indebtedness secured by the said recited indenture as aforesaid is now due to me, the said Martin C. Walker and is wholly unpaid and unsatisfied

Now, therefore, I, the said Martin C. Walker under and by virtue, and in pursuance, and in exercise and execution of the power or authority in the said recited indenture contained and of every other power or authority in me invested in that behalf shall on the third day of December in the year one thousand eight hundred and fifty six, at the hour of ten, o, clock in the forenoon of that day, at the North door of the Court House in the City of Chicago, in the County of Cook, in the State of Illinois, offer for sale by public vendue, and shall then and there sell and absolutely dispose of and convey to the purchaser or purchasers the fee simple title to all those pieces or parcels of land, lots and hereditaments situate, lying and being in the County of Cook and State of Illinois and known and described as follows. (that is to say)

The north half of the northwest quarter of section numbered twenty five (25) in Township numbered forty (40) north of range numbered thirteen (13) east of the third principal meridian, and also the south thirty feet fronting on Wells street by eighty feet of lot one (1) in Block fifty four (54) in the original Town of Chicago, with the dwelling house thereon, and also

lots numbered seven (7) eight (8) nine (9) and ten (10) in block numbered one (1) of Dyer and Davidson's subdivision of the south half of the east half of the northwest quarter of section thirty four (34) in township thirty nine (39) north of range fourteen (14) east of the third principal meridian, as per Rees and Rucker's map of Chicago and vicinity, containing eighty acres more or less.

The following are the terms, particulars and conditions of sale.

The said property will be sold by public vendue at the time and place aforesaid, in three Lots.

Lot 1.

Comprises the said north half of the said north west quarter of section 25, town 40, north range 13 east.

Lot 2.

Comprises the said south 30 feet fronting on Wells street by 80 feet of lot 1, block 54, in the original town of Chicago, with the dwelling house thereon.

Lot 3.

Comprises said lots 7, 8, 9 and 10 in block 1, of Dyer and Davidson's subdivision of the south half of the east half of the northwest quarter of section 34 Town 39 north of range 14 east.

Each lot will be sold to the highest bidder for cash, if any dispute arise as the last or highest bidder the lot in dispute shall be immediately put up again at a former bidding.

* Full abstracts of the title can be examined up to the day of sale and particulars obtained at the office of Edward Martin 44 La Salle street Chicago room No. 4.

Dated at Chicago this 24" day of October A. D. 1856

Martin O. Walker

In pursuance of the Power in me vested by Martin O Walker Esq I this day sold the property as described. Lot 1. W. S. Gurnee 6000"
" 2 do 3750"
" 3 do 4000
$14.250.

P. A Hoyne
Chicago Dec 3. 1856

Exhibit 11.

This Indenture made the third day of December one thousand eight hundred and fifty six. Between Martin O. Walker of the City of Chicago in the County of Cook, in the State of Illinois, of the first part, and Walter S. Gurnee of the same place of the second part. Whereas by an Indenture bearing date the twenty first day of October one thousand eight hundred and fifty one and made between Robert Barclay Dennis and Harriet Frances his wife of Ohio City in the State of Ohio of the first part and the said Martin O. Walker of the second part for the considerations therein expressed the pieces or parcels of land and hereditaments hereinafter particularly described and intended to be hereby conveyed with the appurtenances were granted, bargained, sold and conveyed unto the said Martin O. Walker, his heirs and assigns subject nevertheless to a proviso or condition for redemption therein contained on payment by the said Robert B. Dennis, his heirs, executors or administrators as well of his certain promissory

* The purchase money is to be paid and the Deed given at or immediately after the sale of each lot and in default of payment thereof the sale of such lot shall be forfeited and the lot be immediately put up again at a former bidding

note for Three Thousand five hundred and eighty dollars dated at Galveston City on the twenty first day of October one thousand eight hundred and fifty one and payable to the said Martin C. Walker or order three years after the date thereof with interest as therein mentioned, as also on payment upon the twenty fourth day of October one thousand eight hundred and fifty four of the sum of four hundred dollars which was therein agreed to be advanced and paid by the said Martin C. Walker as the balance due upon a certain promissory note therein mentioned dated the twenty eighth day of February one thousand eight hundred and fifty one and due ninety days after the date thereof together with interest as in the now recited indenture expressed and the further sum of fourteen hundred and ten dollars therein also agreed to be advanced and paid by the said Martin C. Walker in payment of four several promissory notes therein also mentioned, the first thereof being for three hundred and eighty four dollars and having matured in the month of June one thousand eight hundred and fifty one, the second thereof being for three hundred and sixty three dollars and having matured in June one thousand eight hundred and fifty two, the third thereof being for three hundred and forty two dollars and having matured in June one thousand eight hundred and fifty three, and the fourth thereof being for three hundred and twenty one dollars and having matured in

June one thousand eight hundred and fifty four to-
gether with interest as is in the now reciting indenture ex-
pressed. And in the said now reciting indenture is con-
tained a power of sale of the said several pieces or parcels of
land and hereditaments to the tenor or effect following
(that is to say) that in case default should happen to be
made in payment of the said promissory note and
interest, or of the repayment of the said several sums of
money and interest secured by and expressed in the
said now reciting indenture as aforesaid that then and
in that case the said now reciting indenture should
remain in full force and virtue in law and the
said party thereto of the second part, or his heirs might
proceed to sell the fee simple title to the said sev-
eral pieces or parcels of land and hereditaments there-
in and hereinafter particularly described or any
part thereof at public vendue to the highest bidder
for cash first giving thirty days public notice of the
time, terms and place of said sale and of the prop-
erty to be sold by advertisement in, at least, three daily
newspapers printed in the city of Chicago, Illinois
and that upon such sale it was thereby declared
that he or they should execute and deliver a Deed
or Deeds in fee simple of the property sold to the
purchaser or purchasers thereof and in the now
reciting Indenture it was further stipulated and
declared that any statement or recital whatever of
said party thereto of the second part, or his heirs in

such Deed or Deeds should be received in all Courts of Justice as prima facie evidence of the truth thereof and that he should receive the proceeds of the said sale and apply the same in manner as is in the said now recited Indenture expressed. And whereas the said Martin O. Walker did in accordance with the terms and provisions of the said hereinbefore recited Indenture duly pay and discharge the said several promissory notes respectively. And whereas default was made in payment of the said promissory note of the said Robert B. Dennis and the interest thereof secured by the said recited Indenture as aforesaid and default was also made in repayment of the monies so advanced and paid by the said Martin O. Walker in discharge of the said several promissory notes ~~respectively~~ respectively and of the interest thereof and the said promissory notes and indebtedness so secured by the said recited Indenture as aforesaid was at the time of the sale hereinafter mentioned due to the said Martin O. Walker and wholly unpaid and unsatisfied and the Estate and interest of the said Martin O. Walker in and to the said several pieces or parcels of land and hereditaments has become absolute at law. And whereas the said Martin O. Walker for the space of and during the thirty days next preceding the day of sale hereinafter mentioned did insert and publish in "The Chicago Daily Times" "The Chicago Daily Democrat" and "The Chicago

such Deed or Deeds should be received in all Courts of Justice as prima facie evidence of the truth thereof and that he should receive the proceeds of the said sale and apply the same in manner as is in the said now recited Indenture expressed. And whereas the said Martin O. Walker did in accordance with the terms and provisions of the said hereinbefore recited Indenture duly pay and discharge the said several promissory notes respectively. And whereas default was made in payment of the said promissory note of the said Robert B. Dennis and the interest thereof secured by the said recited Indenture as aforesaid and default was also made in repayment of the monies so advanced and paid by the said Martin O. Walker in discharge of the said several promissory notes ~~respectively~~ respectively and of the interest thereof and the said promissory notes and indebtedness so secured by the said recited Indenture as aforesaid was at the time of the sale hereinafter mentioned due to the said Martin O. Walker and wholly unpaid and unsatisfied and the Estate and interest of the said Martin O. Walker in and to the said several pieces or parcels of land and hereditaments has become absolute at law. And whereas the said Martin O. Walker for the space of and during the thirty days next preceding the day of sale hereinafter mentioned did insert and publish in "The Chicago Daily Times" "The Chicago Daily Democrat" and "The Chicago

Daily Tribune" respectively the same being three daily newspapers printed in the City of Chicago aforesaid an advertisement or public notice in accordance with the terms of the said recited power of sale setting forth that Default had been made in payment of the promissory notes, indebtedness and interest secured as aforesaid and that in pursuance and exercise of the said recited power of sale he would on the third day of December one thousand eight hundred and fifty six at the hour of ten of the clock in the forenoon of that day at the North door of the Court House in the said City of Chicago sell by public vendue to the highest bidder for cash and absolutely dispose of and convey to the purchaser the fee simple title to the said several pieces or parcels of land and hereditaments hereinafter particularly described and the same were thereupon at the time and place in the said notice mentioned by the direction of the said Martin B. Walker put up and offered for sale by public vendue upon the terms of sale in the said notice expressed and the same constituted Lots numbered one, two and three respectively at the said sale and the said Walker S. Gurnee attended the same sale and did then and there bid for the said lot one the sum of six thousand dollars, and for the said lot two the sum of thirty seven hundred and fifty dol-

lars, and for the said lot three the sum of four thousan
dollars, and the same several biddings respectively
being the highest bids. offered for the said several
lots respectively, the same lots were at the said sale
respectively struck off and sold to the said Walker
S. Gurnee for the prices aforesaid, and the price of
the said three several pieces or parcels of land and
hereditaments hereinafter described and so com-
prised in the said three several lots at said sale
amounts in the whole to the sum of Fourteen
thousand two hundred and fifty dollars.

Now this Indenture Witnesseth, that in pursu
ance of the terms and conditions of the said sale
and in consideration of the sum of Fourteen
thousand two hundred and fifty dollars by the
said Walter S. Gurnee to the said Martin O. Walke
in hand well and truly paid at or immediately
before the ensealing and delivery of these presents
the receipt of which said sum of Fourteen thousa
two hundred and fifty dollars and that the sam
is in full for the absolute purchase of the said
several pieces, or parcels of land and hereditamen
hereinafter particularly described and the In-
heritance thereof in fee simple in possession he
the said Martin O. Walker doth hereby acknowl
edge and of and from the same sum and
every part thereof doth hereby acquit, release and
for ever discharge the said Walter S. Gurnee, h

heirs, executors, administrators and assigns. He the said Martin B. Walker by virtue and in pursuance and in exercise and execution of the said recited power of sale and also by virtue and in exercise and execution of every other power or authority in him vested in this behalf- Hath granted, bargained sold, aliened, released, conveyed and confirmed and by these presents doth grant, bargain, sell, alien, release, convey and confirm unto the said Walter S. Gurnee his heirs and assigns Firstly, all that piece or parcel of land situate, lying and being in the County of Cook in the State of Illinois commonly known or described as the north half of the northwest quarter of Section numbered twenty five (25) in Township numbered forty (40) north of Range numbered thirteen (13) east of the third principal meridian containing in the whole, by estimation eighty acres be the same more or less, which said hereditaments were comprised in and constituted lot one at the said recited sale. And also, Secondly— All that lot or piece or parcel of ground situate lying and being in the City of Chicago in the County of Cook in the State of Illinois commonly known and described as the south thirty feet fronting on Wells Street by eighty feet of lot one (1) in Block fifty four (54) in the original Town of Chicago with the dwelling house thereon which said last

mentioned hereditaments were comprised in and constituted Lot two of the said recited sale. And also, Thirdly, All those lots or several pieces or parcels of land and hereditaments situate, lying and being in the said County of Cook in the State of Illinois commonly known and described as Lots numbered seven (7) eight (8) nine (9) and ten (10) in Block numbered one (1) of Dyer and Davidson's subdivision of the south half of the East half of the Northwest quarter of section numbered thirty four (34) in Township numbered thirty nine (39) north of range fourteen (14) east of the third principal meridian as per Rees and Rucker's map of Chicago and vicinity containing eight acres more or less, which is also known and described as that part of the said East half of said last named northwest quarter section commencing on the South line thereof forty rods west from the south east corner of said tract, thence north thirty two rods thence west forty rods, thence south thirty two rods thence east to the place of beginning containing eight acres more or less which said last described lots piece or parcel of land and hereditaments were comprised in and constituted Lot three at the said recited sale. And all houses, outhouses, erections, buildings ways, liberties, easements, advantages and appurtenances whatsoever to the said several pieces of land hereinbefore described or any or either of them belonging or appertaining and the reversion and reversions remainder and remainders, yearly and other rents

issues and ~~profits~~ profits thereof. And all the estate, right, title, interest inheritance use trust, property, possession, benefit and equity of redemption, claim and demand whatsoever and whether at law or in equity or otherwise howsoever of him the said Martin C. Walker his heirs, executors, administrators and assigns of in to or out of the said several pieces or parcels of land and hereditaments hereinbefore described and every of them and every part thereof with the appurtenances, to have and to hold the said several pieces or parcels of land hereinbefore described and all and singular other the hereditaments hereby conveyed or intended so to be with their and every of their rights, members and appurtenances unto and to the use of the said Walter S. Gurnee, his heirs and assigns forever. And the said Martin C. Walker doth hereby for himself, his heirs, executors and administrators covenant, promise and agree with and to the said Walter S. Gurnee his heirs and assigns that he the said Martin C. Walker hath not at any time heretofore made, done, committed, executed, permitted or suffered any act, deed, matter or thing whatsoever whereby or by reason or means whereof the said several pieces or parcels of land and hereditaments hereinbefore described or any of them or any part of them or of any of them, are, is, can, shall or may be impeached, charged, incumbered or prejudicially affected in title, charge, Estate or otherwise howsoever.

In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year last above written.

Martin C. Walker (seal)
Luvan T. Walker (seal)

State of Illinois }
County of Cook } ss

I, Walker Kimball Clerk of the Cook County Court of Common Pleas within and for the County & State aforesaid, Do hereby certify that Martin C. Walker and Luvan T. Walker whose names appear signed to the foregoing Deed and who are personally known to me to be the persons whose names are subscribed to said Deed as having executed the same, appeared before me this day in person, and did acknowledge the same to be their free act and deed for the uses and purposes therein set forth.

And the said Luvan T. Walker wife of the said Martin C. Walker, having been by me made acquainted with the contents of said Deed, and being by me examined separate and apart from her said husband, she acknowledged that she executed the same and relinquished her dower to the lands and tenements therein mentioned, voluntarily, freely and without compulsion on the part of her said husband.

Given under my hand and the seal

seal

of said Court at the City of Chicago in said County this ninth day of January A. D. 1857

Walter Kimball, Clerk

Exhibit 12

This Indenture, made this eighteenth day of September in the year of our Lord one thousand eight hundred and fifty four Between Robert B. Dennis of the City of Cleveland in the State of Ohio of the first part and Hiram A. Tucker of Chicago, Cook County, Illinois, party of the second part.

Whereas, The said party of the first part is justly indebted to the said party of the second part, in the sum of Seven thousand five hundred dollars in six acceptances of even date herewith, due at the Exchange Bank, Chicago, each for twelve hundred and fifty dollars & due in six, eight, ten, twelve fourteen and sixteen months from date respectively, payable to order of Dan[t] Davidson and drawn by him.

Now Therefore, this Indenture witnesseth, that the said party of the first part, for the better securing the payment of the money aforesaid, with interest thereon according to the tenor and effect of the said several acceptances above mentioned; and, also, in consideration of the further sum of one Dollar to him in hand paid by the said party

of the second part, at the delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, remised, aliened and conveyed, and by these presents, does grant, bargain, sell, remise, alien and convey unto the said party of the second part and to his heirs and assigns forever all of the North half of North West quarter of Section Number twenty five, Township forty N. Range thirteen East - (Excepting such portion as has been conveyed to the Illinois & Wisconsin Rail Road Company for right of way being about five acres more or less) and also, lots seven, eight, nine and ten in Block one of Dyer & Davisson's subdivision of the South half of East half of North West quarter of Section thirty four, Township thirty nine North Range fourteen East according to Rees & Rucker's Map of Chicago & vicinity. And also the South thirty feet of Lot one in Block fifty four fronting on Wells Street original Town of Chicago - This last mentioned Lot is subject to a mortgage by Daniel Davidson to Ora L. Holbrook Dated June 26, 1850 and are of the above lots or tracts are subject to a mortgage by R. B. Dennis to Martin C. Walker dated October 21, 1851 due three years from date given to secure a Note for $3580 and certain other money to be advanced by said Walker on account of said Dennis - It is further agreed by the parties hereto that this Instrument shall also secure the payment of all other money advanced

by party of the second part to party of the first part
for the space of two years from the date hereof.
To have and to hold The same together with all
and singular the tenements, hereditaments and
appurtenances thereunto belonging or in any wise
appertaining, with the rents, issues and profits
thereof; and also, all the estate, interest and claim
whatsoever, in law or equity, which the party of the first part has
in and to the premises hereby conveyed unto the said
party of the second part, his heirs, executors, adminis-
trators or assigns, and to their only proper use,
benefit and behoof forever; provided always, and
these presents are upon this express condition, that if
the said party of the first part, his heirs, executors,
administrators or assigns shall well and truly
pay or cause to be paid to the said party of the
second part, his heirs, executors, administrators
or assigns, the aforesaid sum of money, with
such interest thereon, at the time and in the man-
ner specified in the above mentioned accept-
ances of the said party of the first part according
to the true intent and meaning thereof, that then
and in that case, that these presents and everything
herein expressed, shall be absolutely null and void.

In witness whereof, The said party of the first
part, hereunto set his hand and seal the day and
year first above written.

Signed sealed and delivered in presence of

Robert B. Dennis (seal)

The words "according to Rees & Rucker's map of Chicago & vicinity" interline before signing.

State of Illinois }
County of Cook } ss

I, Calvin D Wolf a Justice of the Peace in and for the said County, in the State aforesaid Do hereby certify, That Robert B. Dennis who is personally known to me as the real person whose name is subscribed to the annexed deed appeared before me this day in person, and acknowledged that he signed sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 18th day of September A. D. 1854

Calvin D Wolf (seal)
Justice of the Peace

Exhibit 13.

$1250.00 Mar 21 Chicago Sept. 18th 1854

Sixt months after date pay to the order of myself at the Exchange Bank, Chicago Twelve hundred and fifty Dollars Value received with plan to account of Yours &c.

Robt B. Dennis

To R. B. Dennis Esq.
Cleveland Ohio

Dan Davidson

Endorsed (Endorsed) (Dan Davidson)

Exhibit 14.

$1250. # May 21 Chicago Sept. 18th 1854

Eight months after date pay to the order of myself, at the Exchange Bank Chicago Twelve hundred & fifty $ Dollars Value received, which place to account of Yours &c

To R. B. Dennis Esq. Dan'l Davidson

Cleveland Ohio (Endorsed) Dan'l Davidson

Exhibit 15.

$1250. # July 21 Chicago Sept. 18th 1854

Ten months after date pay to the order of myself at the Exchange Bank Chicago Twelve hundred & fifty $ Dollars Value received which place to account of Yours &c

To R. B. Dennis Esq. Dan'l Davidson

Cleveland Ohio (Endorsed) Dan'l Davidson

Exhibit 16.

$1,250 Sep. 21 Chicago Sept 18th 1854

Twelve months after date pay to the order of myself at the Exchange Bank Chicago Twelve hundred & fifty $ Dollars Value received which place to account of Yours &c.

To R. B. Dennis Esq. Dan'l Davidson

Cleveland Ohio

(Endorsed) Dan'l Davidson

Exhibit 17.

$1,250. # Nov 21, 1855

Chicago Sept 18th 1854

Fourteen months after date pay to the order of myself at the Exchange Bank Chicago Twelve hundred and fifty Dollars Value received which place to account of Yours &c.

To R. B. Dennis Esq. Dan'l Davidson

Cleveland Ohio (Endorsed) Dan'l Davidson

R. B. Dennis

Exhibit 18

$1,250 # Jany. 21/56

Chicago Sept. 18th 1854

Sixteen months after date pay to the order of myself at the Exchange Bank Chicago Twelve hundred & fifty # Dollars Value received which place to account of Yours &c.

To R. B. Dennis Esq. Dan'l Davidson

Cleveland Ohio (Endorsed) Dan'l Davidson

R. B. Dennis

Exhibit 19

Martin B. Walker Esq.

To Edward Martin Sol'r

Dennis' sale

1855 May	To cash paid Chicago Tribune	42,00	
	Democrat	46	" "
	Times	24	" "
	P. A. Hoyne Salesman	25	" "
	To my charges of sale — —	40	" "

177

Received payment

Edward Martin

Defendants Exhibit

Circuit Court of the United States
For the Northern District of Ohio }

At a Special and Adjourned Term of the Circuit Court of the United States for the Northern District of Ohio in the Seventh Circuit begun and held at the City of Cleveland in said District on the Second Tuesday of February being the Tenth day of that month in the year of our Lord One thousand eight hundred and fifty seven and of the Independence of the United States of America the Eighty first.

Present the Honorable Hiram V. Wilson District Judge and one of the Judges of said Court

Among the proceedings then and there had were the following, to wit,

Hiram A. Tucker
Julius Wadsworth
Walter S. Gurnee
Jacob B. Merrick
vs
Robert B. Dennis

No 427
In Assumpsit

Be it remembered that heretofore, to wit, on the third day of January in the year of our Lord One thousand eight hundred and fifty seven came the said plaintiffs by their Attorneys and filed in the Clerks office of said Court a Recipe and Declaration in the words and figures following, to wit,

Hiram A. Tucker, Julius Wadsworth, Walter S.

Gurnee, Jacob B. Merrick Plffs. vs Robert B. Dennis Defd.
Issue Summons in assumpsit returnable forthwith, Endorsed
Endorsee, Suit brought on Six bills of Exchange drawn
on defendant a citizen of Ohio by Danl Davidson a
citizen of the State of Illinois payable to his own order
and endorsed to Plffs. accepted by Defd. payable at Ex-
change Bank Chicago, dated Sept. 18 1854 for $1250 each
at 6, 8, 10, 12, 14, 16 months respectively — Also a joint and
several note for $500 dated May 24th 1857 made by Defd.
and Danl Davidson payable at said Bank to the order
of Plffs. at 60 days. Also for money had and received
goods sold & delivered &c. (Common Counts) amt
claimed due $8688,25. Damages $14000,00
To the Clerk of Circuit Court of U. S. for Northern District of
Ohio Jany. 2. 1857 Willey & Cary Attys. for Plffs.
Circuit Court of the United States }
Northern District of Ohio } Hiram A. Tucker Julius
Wadsworth Walter S. Gurnee and Jacob B. Merrick citizens
and residents of the State of Illinois, partners in trade
under the name and style of H. A. Tucker & Co. Plaintiffs
Complain of Robert B. Dennis a citizen and resident
of the State of Ohio, Defendant, in a plea of assumpsit
for that whereas the said defendant under the style
of R. B. Dennis and one Daniel Davidson a citizen
and resident of said State of Illinois under the style
of Danl Davidson on the Twenty seventh day of May
A. D. 1854 at Chicago to wit at said Northern District
of Ohio made their joint and several promissory note

in writing and then and there delivered the same to said plaintiffs and thereby promised to pay to the order of said plaintiffs under their said firm, style at the Exchange Bank Chicago, to wit at said Northern District the sum of Five hundred dollars in sixty days after the date thereof for value received which period hath now elapsed, and the said defendant and said Davidson then and there in consideration of the premises jointly and severally promised to pay the amount of the said note to the Plaintiffs according to the tenor and effect thereof. Also for that whereas said Davidson under the name of Dan[l] Davidson on the Eighteenth day of September A. D. 1854 at Chicago, to wit at said Northern District made his bill of Exchange in writing and directed the same to said defendant under the style of R. B. Dennis Esq and thereby required said defendant to pay to the order of said Davidson at the Exchange Bank Chicago, to wit, at said District the sum of Twelve hundred and fifty dollars value received in six months after the date thereof, which period hath now elapsed, and the said defendant under the name of R. B. Dennis then and there accepted the said Bill and the said Davidson then and there endorsed the same to said plaintiffs of all which the said defendant had due notice and then and there promised said plaintiffs to pay the amount thereof according to the tenor and effect thereof and of his acceptance thereof. And also for that whereas said

Davidson under the name of Danl Davidson on said day of September aforesaid at Chicago to wit, at said District made his certain other bill of Exchange in writing and directed the same to said defendant under the style of R. B. Dennis Esqr. and thereby required said defendant to pay to the order of said Davidson at said Bank Chicago, to wit, at said District the sum of Twelve hundred and fifty dollars value received at eight months after the date thereof which period hath now elapsed and the said defendant under the name of R. B. Dennis then and there accepted said last named Bill and said Davidson then and there endorsed the same to said plaintiffs of all which said defendant had due notice and then and there promised said plaintiffs to pay the amount of said last mentioned draft according to the tenor and effect thereof and of his acceptance thereof. And also for that whereas said Davidson under the name of Danl Davidson on said day of September aforesaid at Chicago to wit at said Northern District made his certain other Bill of Exchange in writing and directed the same to said defendant under the style of R. B. Dennis Esq. and thereby required said defendant to pay to the order of said Davidson at said Bank Chicago, to wit, at said District the sum of Twelve hundred and fifty dollars value received at ten months from the date thereof which period hath now elapsed, and said defendant under the name

of R. B. Dennis then and there accepted said last named Bill and said Davidson then and there endorsed the same to said plaintiffs, of all which said defendant had due notice and then and there promised said plaintiffs to pay the amount of said last mentioned Bill of Exchange according to the tenor and effect thereof and of his acceptance thereof. And also for that whereas said Davidson under the name of Danl Davidson on said day of September aforesaid at Chicago, to wit at said District made his certain other Bill of Exchange in writing and directed the same to said defendant under the style of R. B. Dennis Esq and thereby required said defendant to pay to the order of said Davidson at said Bank, Chicago to wit, at said District the sum of Twelve hundred and fifty dollars value received at twelve months after the date thereof which period hath now elapsed, and said defendant under the name of R. B. Dennis then and there accepted said last named Bill and said Davidson then and there endorsed the same to said plaintiffs, of all which said defendant had due notice and then and there promised said plaintiffs to pay the amount of said last mentioned Bill according to the tenor and effect thereof and of his acceptance thereof. And also for that whereas said Davidson under the name of Danl Davidson on said day of September aforesaid at Chicago

to wit, at said District made his certain other Bill of Exchange in writing and directed the same to said defendant under the style of R.B. Dennis Esq. and thereby required said defendant to pay to the order of said Davidson at said Bank Chicago, to wit, at said District the sum of Twelve hundred and fifty dollars value received at fourteen months after the date thereof which period hath now elapsed, and said defendant under the name of R. B. Dennis then and there accepted said last named Bill and said Davidson then and there endorsed the same to said plaintiffs, of all which said defendant had due notice, and then and there promised said plaintiffs to pay the amount of said last named Bill according to the tenor and effect thereof, and of his acceptance thereof. And also for that whereas said Davidson under the name of Dan'l Davidson on said day of September aforesaid at Chicago, to wit, at said District made his certain other Bill of Exchange in writing and directed the same to said defendant under the style of R.B. Dennis Esq. and thereby required said defendant to pay to the order of said Davidson at said Bank, Chicago to wit at said District the sum of Twelve hundred and fifty dollars value received at sixteen months from the date thereof which period hath now elapsed and said defendant under the name of R. B. Dennis then and there accepted said last named Bill and said Davidson then and

there endorsed the same to said plaintiffs, of all which said defendant had due notice and then and there promised said plaintiffs to pay the amount of said last mentioned Bill according to the tenor and effect thereof and of his acceptance thereof. And plaintiffs aver that at the date of said promissory note and at the times when said several Bills of Exchange were drawn accepted and endorsed to plaintiffs and ever since the said plaintiffs and said Davidson were and have been each and all of them citizens and residents of the State of Illinois and the said defendant was and ever since has been a citizen and resident of the said District and State of Ohio. And also for that whereas the said defendant on the first day of January A. D. 1857 at said District was indebted to the said plaintiffs in the sum of Fourteen thousand dollars for the price and value of goods then and there bargained and sold by the plaintiffs to the defendant at his request. And in Fourteen thousand dollars for the price and value of goods then and there sold and delivered by the plaintiffs to the defendant at his request. And in Fourteen thousand dollars for money then and there lent by the plaintiffs to the defendant at his request. And in Fourteen thousand dollars then and there paid by the plaintiffs for the use of the defendant at his request. And in Fourteen thousand

dollars for money then and there received by the defendant for the use of the plaintiffs. And in Fourteen thousand dollars for money found to be due and owing from the defendant to the plaintiffs on an account then and there stated between them. And whereas the defendant afterwards on the second day of said January at said District in consideration of the premises respectively then and there promised to pay to the said several last mentioned sums of money to the said plaintiffs on request. Yet he hath disregarded his promises and hath not paid the said several sums of money in this Declaration mentioned nor either of them nor any part thereof to the plaintiffs or to either of them nor hath the said Davidson paid any part of said note to the plaintiffs or either of them to the damage of the said plaintiffs of Fourteen thousand dollars and therefore they bring suit &c.

Willey & Cary Att'ys for Pl'ffs.

And thereupon to wit on the said Third day of January in the year of our Lord one thousand eight hundred and fifty seven a Writ of Summons against the said defendant was issued from the Clerks office of said Court in the words and figures following to wit,

The United States of America } The President of
Northern District of Ohio } the United States
of America, To the Marshal of the Northern District of Ohio Greeting: You are hereby commanded

to summon Robert B. Dennis if he be found in your District to be and appear in the Circuit Court of the United States for the Northern District of Ohio aforesaid at Cleveland on the Seventeenth (17th) day of January instant to answer unto Hiram A. Tucker, Julius Wadsworth, Walter S. Gurnee and Jacob B. Merrick partners &c. of a plea of assumpsit Damages $1400 00 and have you then and there this Writ (Seal) Witness the Honorable Roger B. Taney Chief Justice of the United States this third day of January A. D. 1857 and in the 81st year of the Independence of the United States of America

F. W. Green Clerk

On the said Writ are the following endorsements to wit, "Suit brought on six Bills of Exchange drawn on defendant, a citizen of Ohio by Danl Davidson a citizen of the State of Illinois payable to his own order and endorsed to Plffs. accepted by Defl. payable at Exchange Bank Chicago dated Sept. 18. 1854 for $1250 each at 6, 8, 10, 12, 14, 16 months respectively. Also on a joint and several note for $500 dated May 24th 1854 made by Defl. and Danl Davidson payable at said Bank to the order of Plffs. at 60 days - Also for money had and and received goods sold and delivered & common counts - amount claimed due $8688.25/100, Damages $1400 00

Willey & Cary Attys for Plffs."

"We Willey & Cary hereby acknowledge ourselves

security for all costs for which the plaintiffs may be liable in this suit,

Willey & Cary."

And afterwards, to wit on the sixteenth day of January in the year of our Lord one thousand eight hundred and fifty seven the said Writ of Summons was returned into the Clerk's office of said Court by said Marshal endorsed as follows, to wit, "Served this Writ by personally leaving a true copy thereof at the residence of Robert B. Dennis January 5th 1857

J. W. Filch U. S. Marshal N. D. Ohio

By James Laurence Dept."

And now to wit on the Eleventh day of February in the year of our Lord one thousand eight hundred and fifty seven being at the February Special and Adjourned Term of said Court in said year come the said plaintiffs by their Attorneys and the said defendant failing to appear and plead to the plaintiffs declaration it is considered by the Court that the plaintiffs ought to recover their damages by reason of the premises and thereupon neither party requiring a Jury this cause was submitted to the Court and the Court being fully advised in the premises do assess the plaintiffs damages by reason thereof at Eight thousand seven hundred and forty one dollars and twenty eight cents ($8741.28) It is therefore considered that the said plaintiffs recover of the said defend

ant the said sum of $ 87 Eight Thousand seven hun
dred and forty one dollars and twenty eight cents
($ 8741,28) their damages aforesaid assessed and also
their costs herein expended taxed to $ 20,77

United States of America }
Northern District of Ohio }

I, Frederick W. Green
Clerk of the Circuit Court of the United States for
the Northern District of Ohio do hereby certify that
the foregoing is a correct Transcript of the Record in
the above entitled cause taken and copied from
the Records of said Court remaining in my office

In testimony whereof I have hereunto subscri
bed my name officially and affixed the Seal of
said Circuit Court at the City of Cleveland in
said Northern District of Ohio this twenty sixth
day of March in the year of our
Lord One Thousand eight hundred
and fifty eight and of the Independ
ence of the United States of America
the Eighty Second

Seal

F. W. Green, Clerk

And also, on the same day and year aforesaid there was filed in said cause a certificate of the evidence taken in open Court, on the hearing thereof, in the words and figures following, to wit,

In the Cook Circuit Court

In Cancery

Hiram A. Tucker

vs

Robert Barclay Dennis Daniel Davidson, Martin O. Walker Walter S. Gurnee, Daniel C. Beard and the unknown heirs of Ora L. Holbrook deceased

Bill & Cross Bill

Be it remembered that at the hearing of this cause upon bill & cross bill the Complainant introduced and began to read to the Court the Report of the Master on file herein, of the Depositions and exhibits introduced before him — to the reading of which & the exhibits therein referred to & each of them the Defendants objected as irrelevant & incompetent — objections to be more specifically stated during the hearing, & the Defendants then introduced that part of the Master's report of the Depositions taken by them & the exhibits introduced before him & also the stipulation made by the Complainant in open Court as follows. "That the acceptances (Compts. exhibits Nos 13. 14. 15; 16, 17 & 18) were

endorsed to H. A. Tucker on the 18th day of September A. D. 1854 and on the 20th day of same month & year he deposited them with exchange Bank as collateral security for himself but without his endorsement. Walter S. Gurnee was then and at the time of the sale under the mortgage a partner in that Bank —

Which was all the testimony in the cause read at the hearing before me

Given under my hand and seal this third day of November A. D. 1858

George Manierre (seal)
Judge 7th Judicial Circuit Ills.

And thereupon at the October Term of said Court, to wit, on the same 3d day of November in the year last aforesaid the following proceedings, among others, were had and entered of record there in, to wit,

In the Circuit Court of Cook County

Hiram A. Tucker — Complainant

vs.

Robert Barclay Dennis Daniel Davidson, Martin C. Walker, Walter S. Gurnee Daniel C. Beard and the unknown heirs of Ora L. Holbrook deceased — Defendants

This cause came on to be

heard at this Term upon the Bill of Complaint, the several answers of Robert Barclay Dennis and Daniel Davidson and replications thereto and the proofs and admissions taken and made respectively and also upon the cross Bill herein of Robert Barclay Dennis against said Walter S. Gurnee, Hiram A. Tucker and Martin C. Walker and their joint and several answers thereto and replication and the proofs and admissions taken and made respectively in said Cross cause and was argued by counsel as well on behalf of said Hiram A. Tucker as also of said Robert Barclay Dennis, Daniel Davidson, Walter S. Gurnee and Martin C. Walker. And thereupon

It appearing by the affidavit of the Complainants & filed in the cause that the heirs of Cra L. Holbrook are unknown and also by a like affidavit that said Robert Barclay Dennis, Daniel C. Beard and the unknown heirs of said Cra L. Holbrook deceased were not at the time of the commencement of this suit residents of this State and it also appearing that publication of a notice of the pendency of this suit, the names of the parties thereto the title of the Court and the time and place of the return of Summons in the case had for four successive weeks, the first of which publications was at least sixty days before the return day of such summons been duly published in a daily newspaper published in Cook County aforesaid - and it

also appearing —

That at a previous term of this Court said original Bill of Complaint had been taken as confessed against said Martin O. Walker, Walter S. Gurnee, Daniel C. Beard and the unknown heirs of said Ira L. Holbrook deceased — and it also appearing From the pleadings and proofs as well in said original as in said cross cause that on or about the 21st day of October 1851 said Robert Barclay Dennis was seized of an absolute Estate in fee simple in possession of and in all those several pieces or parcels of land and hereditaments situate, lying and being in said County of Cook and State of Illinois and known and described as follows, that is to say, Firstly, the North half of the North West Quarter of Section numbered twenty five (25) in Township number forty (40) North of Range number thirteen (13) East of the third principal meridian containing, in the whole, by estimation, eighty acres more or less. And also, Secondly, the South thirty feet fronting on Wells Street by eighty feet deep of Lot number one (1) in Block number fifty four (54) in the Original Town of Chicago with the Dwelling House thereon And also, Thirdly, Lots numbered seven (7) Eight (8) nine (9) and ten (10) in Block number one (1) of Dyer and Davidson's subdivision of the South half of the North West Quarter of Section number thirty four (34) in Township number thirty nine

(39) North Range number fourteen (14) East of the third principal meridian as per Rees and Ruckers map of Chicago and vicinity containing 8 acres more or less which said last mentioned lots are also known and described as that part of the East half of said last mentioned North West Quarter Section commencing on the South line thereof forty Rods west from the South East corner of said tract and running thence North thirty two Rods, thence West forty Rods thence South thirty two Rods and thence East to the place of beginning containing eight acres more or less; and that being so sized thereof as aforesaid said Robert Barclay Dennis and Harriet Frances his wife did by a certain Indenture bearing date said 21st day of October 1851 and made between said Robert Barclay Dennis and Harriet Frances his wife of the first part and said Martin C. Walker of the second part, for the considerations therein expressed grant, bargain, sell and convey unto said Martin C. Walker, his heirs and assigns all those said several pieces or parcels of land and hereditaments firstly, secondly and thirdly hereinbefore particularly described with the appurtenances, subject nevertheless to a provision condition therein contained for redemption thereof on payment by said Robert Barclay Dennis, his heirs, executors or administrators as well of his certain promissory note for $3580 dated on said 21st day of October 1851 payable to said Martin C. Walker or order three

years after the date thereof with interest as therein mentioned as also upon payment on the 24th day of October 1854 of the sum of $400 which was in said Indenture agreed to be paid and advanced by said Martin C. Walker for said Robert Barclay Dennis as the balance upon a certain promissory note made by said Daniel Davidson to Stephen Bronson Junior dated the 28th day of February 1851 and due ninety days after the date thereof bearing interest at ten per cent - and the further sum of fourteen hundred and ten dollars in the same Indenture also agreed to be advanced and paid for said Robert Barclay Dennis by said Martin C. Walker in discharge of four several promissory notes given by said Daniel Davidson to said Cora L. Holbrook, the first thereof being for $380 and having matured in June 1851. the second for $353 and having matured in June 1852. the third for $342 and having matured in June 1853. and the fourth for $321, and having matured in June 1854, with interest and that in the same Indenture is contained a Power of sale of said several pieces or parcels of land and hereditaments firstly, secondly and thirdly hereinbefore described to the tenor and effect following, that is to say - That in case default should happen to be made in payment of said promissory note of said Robert B. Dennis and

the interest thereof, or in repayment of said second sum of money and interest secured by and expressed in said Indenture, then and in that case said Indenture should remain in full force and virtue in law and that said Martin B. Walker or his heirs might proceed to sell the fee simple to the said pieces or parcels of land and hereditaments firstly secondly and thirdly hereinbefore described, or any part thereof at public Vendue to the highest bidder for cash, first giving thirty days public notice of the time, terms and place of the said sale and of the property to be sold by advertisement in, at least, three daily newspapers printed in the City of Chicago and deliver a Deed or Deeds in fee simple of the property sold to the purchaser or purchasers thereof.

That by an Indenture of Mortgage bearing date the 18th day of September 1854 & made between said Robert B. Dennis of the first part and said Hiram A. Tucker of the 2nd part reciting that said party of the first part was justly indebted to said party thereto of the second part in the sum of $7500 in six acceptances of even date therewith for $1250 each and due in 6, 8, 10, 12, 14 & 16 months from date respectively and drawn by and payable to the order of said Daniel Davidson - It is witnessed that for better securing the payment of the money aforesaid according to the tenor and effect of said acceptances and

in consideration of one dollar said Robert Barclay Dennis did thereby mortgage to said Hiram A. Tucker said lands, hereditaments & premises firstly hereinbefore described (except such portion thereof as had been theretofore conveyed to the Illinois and Wisconsin Rail Road Company for Right of Way, being about five acres more or less. And also said lots, lands and hereditaments thirdly hereinbefore described and also said land, hereditaments and premises, secondly, hereinbefore described subject to a mortgage to secure said Indebtedness to said Ora L. Hollbrook, and all said several pieces or parcels of land and hereditaments were therein declared to be subject to said recited Mortgage to said Martin C. Walker. That default was made in payment of all and each of said recited sumptanes so secured by the said lastly hereinbefore recited mortgages as aforesaid and that there is now due thereon for principal money the sum of $7500 and for Interest thereon the sum of $1420 making together the sum of $8920. And it also appearing from the like pleadings and proofs That the said Martin C. Walker did in pursuance with the provisions of said firstly hereinbefore recited Indenture of Mortgage pay off and discharge the indebtedness therein mentioned and that said Robert Barclay Dennis made default

of all said several sums of money and Indebtedness secured by said firstly hereinbefore recited Indenture of Mortgage to be paid to said Martin C. Walker as aforesaid and that the same with the interest therein mentioned was at the time of the sale hereinafter mentioned due to the said Martin C. Walker and wholly unsatisfied. That said Martin C. Walker for the space of and during the thirty days next preceding the day of sale hereinafter mentioned did insert and publish in the Chicago Daily Times, The Chicago Daily Democrat, and The Chicago Daily Tribune respectively, the same being three daily newspapers printed in the City of Chicago aforesaid an advertisement or Public Notice in accordance with the terms and provisions of the said recited Power of sale in the words & figures following, that is to say,

Mortgagee's Sale

Notice is hereby given that whereas default has been made in payment of all and singular the indebtedness and interest secured to me, the undersigned Martin C. Walker, by a certain indenture of mortgage, with power of sale bearing date the twenty first day of October in the year one thousand eight hundred and fifty one, and made between Robert Barclay Dennis and Harriet Frances his wife of the first part, and me the said Martin C. Walker of the second part, and filed for record in the Re

corder's office of Cook County in the State of Illinois on the eighth day of June, one thousand eight hundred and fifty two, and numbered 34911 and recorded in book 12 of mortgages, on page 478, which said indenture was made to secure a certain promissory note bearing date the 21st day of October 1851, made by said Robert Barclay Dennis for Thirty five hundred and eighty dollars and payable to me, the said Martin O. Walker or order, three years after the date thereof, with interest as therein named and also to secure the payment to me, the said Martin O. Walker, of four hundred dollars and interest advanced and paid to me in pursuance of the provisions of the now reciting indenture as the balance due upon a certain promissory note made by Dan[l] Davidson to Stephen Bronson junior, dated the 28th day of February 1851 and due ninety days after the date thereof, bearing interest at ten per cent, and also, to secure the repayment to me said Martin O. Walker of the further sum of fourteen hundred and ten dollars, also advanced and paid by me in further pursuance of the provisions of the said now reciting indenture for four several promissory notes, given by said Dan[l] Davidson to one C. L. Holbrook, the first thereof being for $384 and having matured in June 1854, the second thereof being for $368 and having matured in June 1853, the third thereof

being for $342 and having matured in June 1854, and the fourth thereof being for $321 and having matured in June 1854. And whereas all the said indebtedness secured by the said recited indenture as aforesaid is now due to me, the said Martin B. Walker and is wholly unpaid and unsatisfied

Now, therefore, I, the said Martin B. Walker under and by virtue and in pursuance, and in exercise and execution of the power or authority in the said recited indenture contained and of every other power or authority in me invested in that behalf shall on the third day of December in the year one thousand eight hundred and fifty six, at the hour of ten, o, clock in the forenoon of that day, at the North door of the Court House in the City of Chicago, in the County of Cook, in the State of Illinois, offer for sale by public vendue, and shall then and there sell and absolutely dispose of and convey to the purchaser or purchasers the fee simple title to all those pieces or parcels of land, lots and hereditaments, situate, lying and being in the County of Cook and State of Illinois and known and described as follows (that is to say)

The North half of the Northwest quarter of Section numbered twenty five (25) in Township numbered forty (40) north of range numbered thirteen (13) east of the third principal meridian, and also the south thirty feet fronting on Wells Street by eighty feet of lot one (1) in Block fifty four (54) in the Original

Town of Chicago, with the dwelling house thereon and also lots numbered seven (7) eight (8) nine (9) and ten (10) in block numbered one (1) of Dyer and Davidson's subdivision of the South half of the East half of the Northwest quarter of Section thirty four (34) in Township thirty nine (39) North of range fourteen (14) east of the third principal meridian as per Rees and Ruckle's map of Chicago and vicinity, containing eighty acres more or less.

The following are the terms, particulars and conditions of sale.

The said property will be sold by public vendue, at the time and place aforesaid, in three Lots.

Lot 1.

Comprises the said north half of the north west quarter of section 25, town 40, north range 13 east.

Lot 2.

Comprises the said south 30 feet fronting on Wells street by 80 feet of lot 1, block 54, in the original town of Chicago, with the dwelling house thereon.

Lot 3.

Comprises said lots 7, 8, 9, and 10 in block 1. of Dyer and Davidson's subdivision of the south half of the East half of the northwest quarter of section 34 north of range 14 east.

Each lot will be sold to the highest bidder

for cash, if any dispute arise as the last or highest bidder the lot in dispute shall be immediately put up again at a former bidding. ✻

Full abstracts of the title can be examined up to the day of sale and particulars obtained at the office of Edward Martin 44 La Salle Street Chicago, room No. 4

Dated at Chicago this 24th day of October A. D. 1856

Martin C. Walker

That in pursuance of the said recited Notice the said Martin C. Walker by his instrument in writing duly authorised an auctioneer one Philip A. Hoyne to make said sale according to the terms and conditions of such notice and that thereupon the said Philip A. Hoyne did at the time and place in said notice mentioned offer the said lands and hereditaments for sale on the lots and upon the terms & conditions in the said notice set forth. That said Martin C. Walker was not present at the said sale but the same was made or caused to be made by him in manner aforesaid.

That the said Walter S. Gurnee, among other bidders attended the said sale and did then and there bid for the said lands and hereditaments comprised in lot 1 of said sale the sum of $6,500 which being the highest & best bid for said lot 1 the same was struck

✻ The purchase money is to be paid and the Deed given at or immediately after the sale of each lot and in default of payment thereof the sale of such lot shall be forfeited and the lot be immediately put up again at a former bidding

off to him accordingly and he thereupon became and was declared to be the purchaser thereof and of the lands and hereditaments comprised therein at the price aforesaid, and that he did afterwards at the same sale bid for the said piece or parcel of land, hereditaments and premises comprised in Lot 2 of the said sale the sum of $3750 which being the highest and best bid for said Lot 2 the same was struck off to him accordingly and he thereupon became and was declared to be the purchaser thereof and of the lands and hereditaments comprised therein at the price aforesaid, and that he did also, afterwards, at the same sale bid for the said Lots & pieces or parcels of land comprised in said Lot 3 of said sale the sum of $4,000 which being the highest and best bid for said Lot 3 the same was struck off to him accordingly, and he thereupon became and was declared to be the purchaser thereof and of the lands and hereditaments comprised therein at the price aforesaid And that the aggregate price of said three lots of said sale was $14,250. That by an Indenture of conveyance bearing date the 3rd day of December 1856 and made between said Martin O. Walker of the first part and said Walter S. Gurney of the second part, It is witnessed that in pursuance with the terms and conditions of the said recited sale and in consideration of $14,250 by said Walter S. Gurney to said Martin O. Walker in hand well and truly

paid at or immediately before the ensealing and delivery of the now recited Indenture, the receipt of which said sum he, the said Martin C. Walker did thereby acknowledge. He, the said Martin C. Walker, in pursuance and exercise and execution of said recited power of sale did grant, bargain, sell, alien, release, convey and confirm unto said Walter S. Gurnee his heirs and assigns all those said several pieces or parcels of Land and hereditaments firstly, secondly and thirdly hereinbefore described with the appurtenances as the same were comprised in and constituted Lots 1, 2, & 3 respectively at the said recited sale, to hold unto and to the use of the said Walter S. Gurnee his heirs and assigns forever. That at the time of the said recited sale there was due and owing to the said Martin C. Walker upon and secured by the said recited Indenture the sum of $7882, that is to say $5466 for principal, $2239 for Interest thereon and $177 for the costs and expenses of said recited sale. That the aggregate price of said Lots 1 & 2 of said sale amounted to $10,250 and that the surplus proceeds arising from said Lots 1 & 2 of said sale after paying and deducting thereoff said sum of $7882 for principal, Interest and costs so due to the said Martin C. Walker as aforesaid amount to the sum of $2368.

It is therefore adjudged and decreed that the said power of sale in said firstly hereinbefore

recited Indenture contained was at the time of said recited sale, a good, valid and subsisting power and that the said recited sale of the said Lands, messuage and hereditaments firstly and secondly hereinbefore described & being Lots 1 & 2 of said sale, and the said recited conveyance thereof was a lawful and valid execution of the said power of sale. It is also further adjudged and decreed

That the said recited Power of sale was by the said recited sale of Lots 1 & 2 of said sale fully executed and exhausted and that the sale of said Lots and Lands thirdly hereinbefore described and which were comprised in and constituted Lot 3 of said recited sale was entirely unauthorized and invalid and that the conveyance so far as it effects said last mentioned Lands is utterly void and of no effect. And it is also ~~ordered~~ and Decreed that the said sum of $2368 being the surplus proceeds of said Lots 1 & 2 of said sale be by said Martin C. Walker forthwith paid over to the said Hiram A. Tucker and be by him received upon and on account and in part payment of the said sum of principal money and Interest so due upon and secured by the said recited acceptances and the Mortgage made to him as aforesaid.

And it also appearing that after payment by said Martin C. Walker to said Hiram A. Tucker

of said sum of $2368 upon the account and in manner aforesaid there still remains due upon and by virtue of the said recited acceptances and Mortgage to said Hiram A. Tucker the sum of $6652 ^{00} for principal and Interest,

It is Ordered, Adjudged and Decreed that, in case the said Robert Barclay Dennis, his heirs, executors or administrators do forthwith pay or cause to be paid unto said Hiram A. Tucker the said sum of $6652 - together with his costs of this suit the Plaintiff shall recover the said Lots, Lands and hereditaments thirdly hereinbefore described free and clear from all incumbrances done by him or any claiming by, from or under him. But that in default of said Robert Barclay Dennis forthwith paying unto the plaintiff the said sum of money and costs as aforesaid it is ordered and Decreed that the said Lots and pieces or parcels of land and hereditaments thirdly hereinbefore described as situate in said County of Cook and known and described as follows, that is to say - Lots number seven (7) eight (8) nine (9) and ten (10) in Block number one (1) of Dyer and Davidson's subdivision of the S ½ of the E ½ of the N W ¼ of Section No thirty four (34) in Township number thirty nine (39) North of Range fourteen (14) East of the third principal meridian as per Rees and Rucker's map of Chicago & vicinity containing 8 acres more or less

as the same are also known and described as that part of the East half of said last named Quarter Section commencing on the South line thereof 40 rods West from the S.E. corner of said Quarter Section and running thence North thirty two rods, thence West forty rods, thence South thirty rods and thence East to the place of beginning containing eight acres more or less or so much and such lots and parts thereof as may be necessary for that purpose shall by L.C. Paine Jnor Esquire the Master in Chancery in this Court be sold by Public Vendue to the highest bidder for cash on such terms and conditions and at such place and in such manner as he shall think fit - and that the said Master in Chancery shall convey the same or such part or parts thereof as may be sold by him as aforesaid unto the purchaser or purchasers thereof and receive the proceeds of such sale and with and out of the same in the first place return to and reimburse himself all his costs charges and fees and expenses of said sale, and in the next place pay and apply the residue of such proceeds in or towards the payment of said sum of $6552 so due to the plaintiff as aforesaid upon the said acceptances so secured as aforesaid and also interest thereon from the 1st day of 1858 at the rate of 6 per cent per annum until paid, and also his costs of this suit - and if there shall then

remain any surplus thereof the same is to be by the said Master paid to the said Robert Barclay Dennis his heirs and assigns. And it also appearing from the like pleadings and proofs that the said Martin O. Walker in pursuance with the provisions of the said recited Mortgage to him did pay to the said Daniel C. Beard the sum of $739 ¢ in full satisfaction and discharge of the Decree of foreclosure and sale so obtained by said Daniel C. Beard as is in the said Bill of Complaint stated —

It is therefore Adjudged and Decreed That the said Decree of Foreclosure so recovered by the said Daniel C. Beard as aforesaid and the mortgage foreclosed thereby and the indebtedness secured by said Mortgage have been by said Martin O. Walker full redeemed and satisfied as aforesaid and that the said Mortgaged Estate and premises are absolutely freed and discharged therefrom.

And it is lastly Decreed that the costs of this cause shall be borne & paid by said Robert Barclay Dennis.

To which Decree and the several & various findings of the Court the said Defendant Robert B. Dennis excepts and prays an appeal to the Supreme Court of this State, therefrom, which is allowed to him upon his filing bond in the penal sum of $1000 conditioned as the law directs with Wm J. Burgess security

approved by the Court within thirty days from the rising of the Court.

And afterwards, to wit, on the 3d day of December in the year last aforesaid the said Defendant Dennis filed in said Court his certain appeal bond in said cause in the words & figures following, to wit,

Know all men by these Presents that we, Robert Barclay Dennis of Cleveland in the State of Ohio as principal and William T. Burgess of Chicago in the State of Illinois, as surety, are held and firmly bound unto Hiram A. Tucker of said Chicago in the penal sum of One thousand Dollars for the payment of which well and truly to be made unto the said Hiram A. Tucker, his executors, administrators or assigns, we do bind ourselves, our heirs, executors and administrators jointly and severally, firmly by these Presents.

Signed, Sealed and Dated the Third day of December A. D. 1858.

Whereas at the October Term A. D. 1858 of the Circuit Court of Cook County in said State of Illinois in a certain cause then pending on the Chancery side of said Court wherein Hiram A. Tucker was complainant and the said Robert Barclay Dennis and Daniel Davidson, Martin C. Walker, Walter S. Gurnee, Daniel C. Beard and the unknown heirs of Ora L. Holbrook deceased were Defendants a Decree was entered and made from which Decree

the said Dennis hath prayed an appeal to the Supreme Court of the State of Illinois which hath been granted by the Court said Dennis filing a bond in the penalty of One thousand Dollars with William T. Burgess as surety conditioned ~~according~~ as the law directs.

Now therefore the condition of this obligation is such that if the above bounden Robert Barclay Dennis shall well and truly pay or cause to be paid all sums due upon said Decree and the costs, interest and damages accruing in said cause and which shall be adjudged to the said Tucker and the judgment costs, interests and damages in case said Decree of said Circuit Court shall be affirmed by said Supreme Court And shall prosecute his said appeal with effect then this obligation to be void otherwise to remain in full force and effect.

State of Illinois, } s. s.
COUNTY OF COOK.

I, **WILLIAM L. CHURCH**, Clerk of the Circuit Court of Cook County, in the State aforesaid, do hereby certify the above and foregoing, to be a true, perfect and complete copy of the original writ issued the papers filed and proceedings had and entered of record in a certain cause lately pending in said Court on the Chancery side thereof, wherein Hiram A Tucker is Complainant and Robert Barclay Dennis Etal are defendents

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the seal of our said Court at Chicago, this Thirty first day of March A. D. 1859

Fees $43 50

Wm L. Church
Clerk.

the said Dennis hath prayed an appeal to the Supreme Court of the State of Illinois which hath been granted by the Court said Dennis filing a bond in the penalty of One thousand Dollars with William T. Burgess as surety conditioned ~~accordingly~~ as the law directs.

Now therefore the condition of this obligation is such that if the above bounden Robert Barclay Dennis shall well and truly pay or cause to be paid all sums due upon said Decree and the costs, interest and damages accruing in said cause and which shall be adjudged to the said Tucker and the judgment costs, interests and damages in case said Decree of said Circuit Court shall be affirmed by said Supreme Court And shall prosecute his said appeal with effect then this obligation to be void otherwise to remain in full force and effect.

Robert B. Dennis (seal)
W. T. Burgess (seal)

State of Illi
COUNTY OF C

Robert Bar
IN WIT
said Court at

Fees $ 4

In the Supreme court

Of April Term 1859.

Robert B. Dennis et al
vs
Hiram A Tucker

Appeal from Cook circuit court.

And now come the said appellants by W. T. Burgess their Attorney and say that in the record proceedings and decree aforesaid of the said circuit court - there is manifest and material error appearing of record in this

1 That the decree of the court below was rendered upon insufficient evidence

2 That the court should have set aside the sale to Gurnee

3 That the said Dennis should have been let in to redeem from the Mortgage to Walker

And for other errors therein manifest and material appearing of record.

Wherefore the said Appellants pray that the decree aforesaid for the errors aforesaid may be reversed annulled & altogether held for nought & they restored &c

W. T. Burgess
for appt.

And the Defendant Hiram A Tucker by Edward Martin his attorney comes and says that there is no error in the Record in this Cause to the prejudice of this Defendant and of this he puts himself upon the Record

Edward Martin Jr

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Hiram A. Tucker

vs

Robert Barely Dennis

Impleaded &c

Filed April 18. 1859

L. Leland

Clerk