No. 14405

Supreme Court of Illinois

Dennis et al

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vs.

McCagg et al

71641

STATE OF ILLINOIS,

SUPREME COURT,

Third Grand Division

1863 No. 120

14405

1868

Dennis

vs.

McCagg

B

120

IN THE

SUPREME COURT OF ILLINOIS.

APRIL TERM, A. D. 1863.

Alexander Dennis et al,
vs.
Ezra B. McCagg et al.
} APPEAL FROM THE SUPERIOR COURT OF CHICAGO.

ARGUMENT OF D. P. WILDER, OF CHICAGO, FOR APPELLANTS.

THOS. HOYNE, *of Counsel.*

CHICAGO:
H. A. NEWCOMBE & CO., PRINTERS, 53 DEARBORN STREET.
1863.

Filed Aug 29, 1863
1863

IN THE

SUPREME COURT

OF ILLINOIS,

APRIL TERM, A. D. 1863.

ALEXANDER DENNIS ET. AL.
vs.
EZRA B. McCAGG ET. AL.
} IN CHANCERY.

APPEAL FROM THE SUPERIOR COURT OF CHICAGO.

The controversy in this case grows out of the following facts, stated briefly, and about which there is no dispute:

In April, 1847, Oliver Dennis bought of Francis G. Blanchard the land in question for $1,000—$450 cash in hand—$300 to be paid May 1st, 1848, and $250 May 1st, 1849, with interest at 6 per cent. per annum; and Blanchard at the same time executed his bond, obligating himself to convey to Dennis, on receipt of the payments, as stated; and Dennis and his family occupied the land till 1851, but did not make the back payments.

Dennis, Sr., died in February, 1849, and Blanchard quit-claimed the land to Paul Cornell in November, 1851.

Cornell filed his bill against the widow, Mary Dennis, administratrix, and the heirs of Oliver Dennis, deceased, in the Cook County Court of Common Pleas, December 1851, praying a foreclosure of their interest in this land, and obtained a decree April 6th, 1852, ordering the defendants in that suit to pay Cornell the amount due on said bond within 30 days, or be foreclosed. The defendants in that suit applied to Ezra B. McCagg to loan them the money to redeem with under the decree, and a sum of money, sufficient to redeem, was paid to Cornell by McCagg.

Right here the controversy in this suit begins:

Defendant McCagg claims that he paid this money to purchase the land for himself.

We claim that McCagg paid this money to redeem for the heirs, and did accomplish the redemption of the land for the parties entitled to redeem in that suit, the complainants in this; and we ask that the land be conveyed to us on reimbursing McCagg the money he has paid, with interest.

Several of these heirs conveyed their interest in the land to McCagg about the same time; but we claim that these conveyances cannot stand in a Court of Equity, under the circumstances of this case, except as security for the money advanced for the heirs, by the grantee, McCagg.

Points are also raised from the facts, that five of the heirs were minors at the time of these conveyances. Two of these minors never conveyed at all. And three of the heirs were married women at the time of the decree and proceedings in the Cornell suit, but their husbands were not made parties therein.

(For a full statement of the allegations of the Bill, see Abstract, pp. 1 & 2)

I.

The admissions of defendant McCagg in his answer, responsive to the allegations of the bill, and the testimony in the case, lead inevitably to the conviction that McCagg, at some period during the transactions set forth in the bill of complaint, and before the conveyance of the land to him, was acting as the *attorney*, or *agent*, or *friend*, of Valliquette, or the Dennis heirs.

The answer of defendant McCagg, in response to the allegations of the bill, admits that the children of Oliver Dennis, Sr., were apparently of French parentage, and that they spoke but little English. Admits that Dennis, Senior, bought the land of Blanchard, and lived on it, but failed to pay for it, and that Blanchard conveyed it to Cornell. Admits the filing of the bill by Cornell to foreclose the rights of the widow and heirs—the decree, etc. Admits that Valliquette did, at the office of Scammon and McCagg, advise him, defendant McCagg, of said decree, and asked him to loan him, Valliquette, a sufficient sum of money to pay said decree. Admits that Valliquette spoke to him, McCagg, more than once, but don't recollect how many times, about said decree, and that he, defendant McCagg, told Valliquette that he was inclined to lend him the money, and would examine and see about said decree. Admits that John B. Valliquette was the servant of J. Y. Scammon, the partner of defendant McCagg, and that thus he was brought into frequent contact with said Valliquette.

Before proceeding to the testimony, we desire very briefly to call the attention of the Court to two or three facts in the record, which should be borne in mind:

It appears from the record, that defendant McCagg was, at the time of the transactions stated in the bill, and is still, a *practicing lawyer* in Chicago. That he was at that time in

partnership with J. Young Scammon in said business. That the Dennis family were of French origin—ignorant, and spoke but little English. That John B. Valliquette was the husband of one of the Dennis heirs; and was the servant of J. Young Scammon, and thus was brought into frequent contact with defendant McCagg. And complainants allege that they made the application for this loan on account of the relation Valliquette sustained to Scammon and McCagg, and on account of their position in their profession and in the community.

The evidence pertinent to this point is the deposition of Walter Kimball and that of Paul Cornell.

Mr. Kimball states that he has been successively Clerk of the County Court of Cook County, the Common Pleas, and the Superior Court of Chicago—was Clerk of the Common Pleas when the suit of Cornell *vs.* Mary Dennis, administratrix, and the heirs of Oliver Dennis was pending—that

"Mr. McCagg came into my office some time in the thirty "days within which the money was to be paid under the de- "cree entered, and *made inquiries* in *relation to the payment* "*of the money under the decree.* * * * My impression "is that Mr. McCagg *wished to pay the amount of money* "*decreed* to be paid, some 700 and odd dollars. I asked Mr. "McCagg what he had to do with it. He told me he *wished* "*to protect* the *interests* of *Mrs. Dennis* and *the heirs.* * * "My impression is that Mr. McCagg brought the money with "him in coin. * * * I think he had it in a handkerchief. "* * * He did not name any parties, except that he "*wished to protect the interests of Mrs Dennis and the heirs.*"

* * * * *

Paul Cornell deposed that—

"He was the complainant in the suit of Paul Cornell *vs.* "Mary Dennis, administratrix, and the heirs of Oliver Dennis, "deceased. The object of that suit was to foreclose the rights "of the heirs, and vest the title to the land described in the "bill of complaint in the complainant."

In answer to the question, "whether any of the defend-
"ants in that suit, or any person for them, ever paid the sum
"mentioned in that decree, or any sum, for any purpose con-
"nected with the land described therein," he said:

"I refresh my memory from the letter which I now hold
"from Wm. T. Barron, a partner of mine at that time. The
"letter was written to me at home, on my farm in Will Co.,
"from Mr. Barron, in Chicago. The letter is in Mr. Barron's
"hand-writing. It is dated April 22d, 1852. He states: 'I
"'am afraid you will lose your Dennis land. Mr. E. B.
"'McCagg has this morning called to see you, and *said that*
"'*he intended to redeem it.*' I returned to my office within
"two or three days—consulted Mr. Barron. Barron said that
"Mr. McCagg had been there, and had the money, and that I
"would probably find it in Mr. Kimball's hands. I concluded
"to go and get it. I went to Mr. Kimball; he told me that
"Mr. McCagg had been there with the money; but told me
"I had better see Mr. McCagg. I then went to Mr. McCagg,
"and told him he had caught me in a trap, or some such ex-
"pression—and offered to divide the profits with him, and
"would give him the benefit of my decree. He said he would
"consult Mr. Scammon about it, and let me know in two or
"three days.

"In the course of a few days I saw him again; he stated
"that he had concluded not to do so, stating as the reason
"why, that Mr. Scammon wanted to benefit Valliquette, a *pro-*
"*tege* of his. I then complained a little, and told him I
"thought he ought to pay me more than the decree called for,
"under all the circumstances. He said he would be liberal with
"me, and would pay me something more. He then gave me
"a check for $400; I guess at that very time, dated May 10th,
"1852, and said he would pay me the balance in a short time.
"The check was probably given on the day of its date. My
"impression is, that Mr. McCagg said he would pay the balance
"in a short time—as soon as he could make arrangements
"with the parties.—Mr. Scammon, or some other persons, as
"I supposed. Afterwards, on the 14th of May, he gave me
"another check for $477 18, stating that I must not complain,

"as it contained more than the amount of the decree and "costs. I think he stated at the time that he designed the "excess to be sufficient to pay me a suitable attorney's fee in "the case. * * *

"I think he (Mr. McCagg) stated simply that he had been "interested in the matter through Mr. Scammon, who was "acting for, or trying to protect, Valliquette his man. I think "he stated something of the kind at each interview. * * * "I executed a conveyance of the land mentioned in the decree, "dated May 10th, 1852, to Ezra B. McCagg." * * *

"I should not have sold the land to him (McCagg) for "that price." "I considered myself compelled to take the "money." "I considered myself compelled to act as I did, in "consequence of the decree." "I supposed it was to aid "Valliquettte, Scammon's protege; he said so at the time."

Cross-examination by defendant McCagg, in person:

Ques. "You say you considered yourself compelled to "act as you did, in consequence of the decree. Do you mean "anything more by that, than that *Mr. McCagg had it in his "power to redeem if he chose.*"

Ans. "At the time the arrangement was made between "Mr. McCagg and me? Of course not."

Ques. "Was not the conveyance made to McCagg for "the purpose of letting the decree stand and giving him the "title?"

Ans. "At the time I made McCagg the offer to take "half the profits, there was a proposition on my part to give "him the benefit of the decree, and I suppose McCagg's design "was to get the benefit of my decree. My impressions are "now that McCagg meant to get that benefit which I had "offered him. That's an opinion of mine."

Re-direct resumed:

Ques. "State whether you understood the time limited "in the decree for redemption to have expired when you

"received the $400, and executed the conveyance of the land "in question to McCagg."

Ans. "My impressions are now, from what I base my "recollections upon, that it did not expire until the 13th of May. "But I can't remember, for along early in May there was more "or less competition between McCagg and me in regard to the "matter—I can't remember distinctly, for we had several inter- "views early in May. My impressions are that the time "expired on the 13th of May. I *paid* no *attention* to the *pro- "ceedings in the case after I had my interviews with McCagg*, "and base my recollections and memory on this letter which "I have introduced."

It seems to me impossible for any candid lawyer to read the allegations of the complainant's bill, the admissions of defendant McCagg, and the testimony of Walter Kimball and Paul Cornell responsive thereto, without being convinced of the truth of our first proposition, viz:

That McCagg, at some period during the transactions set forth in the bill of complaint, and before the conveyance of the land to him, *was acting* as the *attorney*, or *agent*, or *friend* of Valliquette or the Dennis heirs.

Is it not clear that it was this character, assumed, rightfully or wrongfully, by McCagg, that enabled him to *wrest this land* from the tenacious grasp of Cornell, and *forced* him reluctantly to give it up on the best terms he could make.

Defendant McCagg admits in his answer, that Valliquette *advised him* of *the decree* in the Cornell suit, and *asked* him McCagg, to *loan him* the *money* to *pay the decree.* Admits that Valliquette *spoke* to *him several times about* it. Admits that he told Valliquette that he *was inclined* to *loan him* the *money*, and would *examine* and *see about the decree*—that Valliquette was the *servant* of Scammon, *defendant McCagg's partner*, and was thus brought into *frequent contact with him.*

The witness Walter Kimball, says that McCagg came to his office with the money before the time to redeem had expired, and *made inquiries about* the *decree* and the *payment* of the *money*, and said he "*wished* to *protect* the *interests* of *Mrs. Dennis* and the *heirs*."

Mr. Barron, in the letter introduced, dated April 22d, 1852, says: "Mr. E. B. McCagg has this morning called to see you, and said that he *intended* to *redeem*."

Mr. Cornell in his deposition says: "I *considered myself compelled* to *take* the *money*." "I *considered myself compelled* to *act* as I *did*, in *consequence* of *the decree*." "I *supposed* it *was to aid Valliquette, Scammon's protege;* he (McCagg) *said so at the time*." "I *think he stated something* of the *kind at each interview*." "I *should not have sold the land* to *him* (McCagg) *for that price*." "I *paid* no *attention* to the *proceedings in the case after* I *had* my *interviews with* McCagg."—Is it possible to believe, after reading this testimony, that McCagg was acting merely as a purchaser for himself?

The question put to the witness Cornell by defendant McCagg himself shows clearly that McCagg had, in his own opinion, been empowered to *redeem* the land. "*You say you* "*considered yourself compelled to act as you did in conse-* "*quence of the decree. Do you mean anything more by that* "*than that Mr. McCagg had it in his power to redeem if he* "*chose?*" And if "he had it in his power to redeem," then he had been authorized to redeem by those having that right, viz.: the Dennis heirs. And this of itself should establish our proposition; for if McCagg was *authorized* to "*redeem*" the land by the heirs, he was acting for the heirs as their agent or attorney. We think, then, that we may justly claim that the testimony of these witnesses, together with the admissions of McCagg himself, establish beyond a peradventure the fact that McCagg was acting as the attorney, or agent, or friend, of the Dennis heirs at some period in the transactions stated in the bill of complaint, and before the conveyance to him by Cornell. This being so, it follows that:

II.

A court of equity will set aside the conveyance to defendant McCagg, so far as regards the vesting of title in him for his own benefit, and will treat him as a trustee, holding the title for the benefit of the heirs, and subject to be conveyed to them on his being re-paid the money he has advanced for them, with interest. Unless he shows, *affirmatively, that the relation had clearly*, and *beyond all question ceased*, before the conveyance; and that he took no advantage of this relation, or the ascendency it gave him, or the information he obtained by means of it.

The law upon this point has come down to us in an unbroken chain of decisions, from Lord Hardwick's time to the present; and the difficulty is experienced, not in finding an abundance of authorities strong, and pertinent to our case, but in making a proper selection from the multitude at hand.

Lord Chancellor Loughborough said, in delivering the opinion in Whichcoat *vs.* Lawrence, (3d Ves. 750):

"It is a very plain point in equity, and a principle of "clear reasoning, that he who undertakes to act for another "in any matter, shall not in the same matter act for himself."

This was a case where a trustee, for the benefit of creditors, sold the trust property and became the purchaser himself. The facts of the case were different from the one at bar, but the principle enunciated is equally applicable.

So in Bellew *vs.* Russell, (1 Ball & B. 96) Lord Chancellor Eldon says, at p. 107:

"This court will anxiously scrutinize all dealings between an attorney and his client, and protect the client from his own acts done under the influence or ascendency which an attorney in this character acquires over him."

In the case of Bellew *vs.* Russel, the client had granted a leasehold property to his attorney, a near relation, for whom (being on bad terms with his other relations,) he had expressed great friendship. The grant was a valuable one, and the consideration very inadequate, the attorney re-demising the lands for a nominal rent for the lives of the client and his wife.—The bill was filed by the next of kin of the client, to set aside the grant. The court refused to interfere to set it aside, but say—

The client "was neither looking to the value of the interest he conveyed to his attorney, nor was he influenced by any other considerations than that of being safe in the possession of this property during his own life and that of his wife, and subject thereto, preferring Byrn (the attorney) to any other of his relations. If *this transaction had been between persons connected only as attorney and client, and impeached in the life-time of the client, undoubtedly it could not have stood*," etc.

In Gibson *vs.* Jeyes (6 Ves. 266) the bill was filed by the administrator of Ann Kirby, to set aside the sale of an annuity by John Jeyes to Ann Kirby.—She was a widow 70 years old, residing at Northampton, and employed Jeyes, living in the same place, as her attorney. She being possessed of £900 4 per cent. Bank Stock, had sold £100 through defendant as her attorney under a power, and afterwards she executed another power, authorizing Theophilus Jeyes, son of defendant, to sell the remaining £800, which he did for the sum of £514 17s. 6d. Soon the defendant received £400, the sum agreed upon for an annuity of £50 a-year to Mrs. Kirby for her natural life, secured by defendant's bond; defendant was 80 years old at this time. Mrs. Kirby died from a paralytic stroke three days after the 1st quarter of the annuity became due.—There was evidence tending to show that Mrs. Kirby had for some time been in ill health, and not competent to manage her affairs | that the price paid for the annuity was too large, etc.

The main ground that the decision setting aside the sale was based on, however, was, that the sale was by an *attorney to a client under such circumstances* as would enable

the attorney to take advantage of the client's weakness and his own superiority, to drive an unconscionable bargain.

Lord Eldon, in the course of his decision, (p. 276) said: "It is necessary to say broadly, that those who meddle with such transactions *take upon themselves the whole proof that the thing is righteous.* The circumstances that pass upon such transactions may be consistent with honest intentions, but they are so delicate in their nature that *parties must not complain of being called on to prove they are so.* * * * * (p. 228.) If he [the attorney] will mix with the character of attorney, that of vendor, he shall, if the character of the contract comes in question, *manifest that he has given the client all that reasonable advice against himself, that he would have given against a third person.* It is asked, where is that rule to be found? I answer, *in that great rule of the Court, that he who bargains in matter of advantage with a person placing confidence in him, is bound to show that a reasonable use has been made of that confidence; a rule applying to trustees, attorneys, or any one else.*"

Defendant McCagg, to comply with the rule so clearly and forcibly laid down in this case, should have assumed the burden of proving satisfactorily that his transactions with Valliquette and the Dennis family were "righteous." And yet, after admitting that he was applied to by a member of this family to loan the money to redeem the land with, under the decree—after admitting that he told this party that he was inclined to loan him the money, and that he would examine and see about the decree—after telling various parties, money in hand, that he was going to redeem; that he wished to protect the interests of the widow and heirs, the only answer he can make to this strong case against him—which answer is unsupported by the first word or particle of evidence—is that Valliquette "did not *finally wish to borrow any money* for the *purpose* of *redeeming said land*, and *desired this defendant* (McCagg) to *buy out the interest* (if any) of *said heirs in said land.*"

Now, if this part of the answer be true, it indicates a *complete* and *entire change in the relations* of *these parties*, and the *nature* of *their transactions.*—A change from the relation of attorney and client to that of buyer and seller—a change from a redemption to a sale. This is the kind of

transaction that Lord Eldon, in Gibson *vs.* Jeyes, says that those who meddle with *take upon themselves the whole proof that the thing is righteous.*

We submit that defendant McCagg has not done this or anything like it.—He has indeed *averred* that it is "righteous," but no *word* or *particle* of *proof* has he furnished that it is so, unless it be these quit-claims from a part of the heirs, which would be *citing the act* to *prove its* "*righteousness*;" and so palpable a *petitio-principii*, will hardly be insisted on, we presume, before this Court.

So in Newman *vs.* Payne, (2 Ves. Jr., 203) Lord Chancellor Loughborough, adopting the reasoning of Lord Hardwick in Walmsley *vs.* Booth, a similar case, said:

"Courts of equity must of necessity put those under restraint to whom clients must apply, that no advantage may be taken by persons in that situation."

In this case the attorney, Payne, had taken securities to ensure the payment of a present which his client Newman had promised, etc.

Walmsley *vs.* Booth, (2 Atkins, p. 25,) is a case where one who was pressed with several criminal prosecutions applied to an attorney for aid; who, after several endeavors, succeeded in finding bail for his client, who had before been unable to obtain it. The attorney, while the relation existed, drew his client's will, in which the client gave him a legacy of £1,000, and to each of the bail £500; the attorney also took a bond securing the payment of the legacy. The attorney, after the death of the client, (who had previously revoked that will, declaring that the attorney had proceeded fraudulently to secure the legacy,) procured a judgment on his bond, and the bill was to enjoin the collection of the judgment.

The cause was twice argued before Lord Hardwick. In giving the opinion, after the second hearing, Lord Hardwick said, *inter alia:*

(p. 29.) "What is the general rule the court goes upon? Why, the person's being in such circumstances that anybody might take advantage of him. * * * I think the case is stronger between attorneys and their clients than any of the cases it has been compared with by the counsel." * * *

"And what is it the court goes upon" [in its strictness against the attorney in relation to his dealings with his client]? "Why, the great power and influence that an attorney has over his client."

So in Campbell *vs.* Walker, (5 Ves. 678,) which was a case where trustees of an estate for heirs had bought in the estate themselves, the evidence showing the utmost fairness at the sale. The master of the Rolls, Sir Richard P. Alden, said: "The trustee purchases subject to the equity, that if the *cestui que trusts* come in a reasonable time they may have the estate re-sold—they must buy with the clog. The only thing a trustee can do to protect his purchase is, if he sees that it is absolutely necessary the estate should be sold, and he is ready to give more than anybody else, he should apply to the court to let him purchase, etc. The court would divest him of the character of trustee and prevent all the consequences of *his acting both for himself and the cestui que trust.* For the reason of the rule is that *no man shall sell to himself.*

The defendant McCagg did not *sell* to himself, perhaps; but he did what a court of equity will regard quite as "unrighteous," viz: Being clothed with the *power of a decree in chancery to redeem for others*, he used this power to redeem, or *purchase for himself.*

Strachan *vs.* Brander, (1 Eden 303,) is a case similar in many of its features to the case at bar.

In that case the plaintiff, Sir J. Strachan was heir at law of Jacob Banks, and as such entitled to certain estates in the county of Dorset. At the death of Banks, Strachan was living in great obscurity in Paris, being very poor, and totally ignorant of his rights. Defendant's father, Brander, who was acquainted with the pedigree, brought the plaintiff over from

transaction that Lord Eldon, in Gibson *vs.* Jeyes, says that those who meddle with *take upon themselves the whole proof that the thing is righteous.*

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Paris, and promised to put him in possession of his estates; and soon after, Strachan, in company with Willis, Brander's attorney, and Brander himself, took possession of a portion of his estates, and about the same time, conveyed them to Brander for an annuity; and needing some money to prosecute a suit to recover other property, he, in order to raise £1,000, executed a bond for £4,000, conditioned for the payment of £2,000 payable in case he succeeded in the suit.

The Lord keeper decided (p. 306) that the deeds were obtained by imposition, and that undue advantage was taken of the necessitous situation of the plaintiff, at a time when he was totally unacquainted with the value of his estates, and that the conveyances could not be sustained as absolute conveyances in a court of equity.

In Wood *vs.* Downes (18 Ves. 120) it is decided that beneficial contracts and conveyances obtained by an attorney from his client during their relation as such be decreed to stand as security only for what was actually due; and purchases by an attorney declared a trust. And in the course of his opinion in this case Lord Eldon says: (2 Ves. 257.) In Hylton *vs.* Hylton, it is laid down as clear law, that no attorney can take anything for his own benefit from his client pending the suit, save his demand; and I add that as guardian cannot take anything from his ward pending the guardianship or at the close of it, or at any period, until his influence has ceased to exist, the obligation upon an attorney to refrain from taking any extraordinary benefit is at least as strong.

The case of Wells *vs.* Middleton is an extremely strong case of this kind. It was admitted that the transaction was liable to no objection as between man and man; but it was overturned upon this great principle, the danger from the influence of attornies or counsel over clients, etc.

These quotations from English authorities leave it very clear how the law has been settled in England upon this point. It will be found that the American decisions are based

upon, and have followed the lead of the English authorities above quoted from.

In the case of Davoue *vs.* Fanning (2 Johns. Ch. R. 252) one of the earliest leading cases upon this subject in this country, Chancellor Kent goes into a thorough examination of the English cases, and adopts the rule therein laid down, and, in many instances, quotes and approves the language used by the eminent jurists above mentioned in establishing that rule.

"It is not enough for the trustee to say you *cannot prove any fraud*, for it is in his own power to conceal it."—Chancellor Kent in Davoue *vs.* Fanning, 2 Johns. Ch. p. 259, quoting Lord Hardwick. In the same opinion, at page 260, Chancellor Kent says: "However innocent the purchase may be, *it is poisonous in its consequences.* The *cestui que trust* is not bound to prove, nor is the court bound to judge, that the trustee has made a bargain advantageous to himself. The fact may be so, and yet the party not have it in his power distinctly and clearly to show it. There may be fraud, as Lord Hardwick observed, and the party not be able to prove it. It is to guard against this *uncertainty* and *hazard* of abuse, and to remove the trustee from temptation that the rule does and will permit the *cestui que trust* to come at his own option and without showing actual injury, and insist upon having the experiment of another sale. This is a remedy which goes deep and touches the very root of the evil. It is one which appears to me from the cases which have been already cited, and from those which are to follow, to be most conclusively established."

At page 262 Chancellor Kent says: "It is impossible to know whether any advantage has been gained by the purchase, or whether the trustee did all he ought to have done."

Indeed, the whole opinion of Chancellor Kent in this case is an irrefutable argument, for the soundness of the doctrine contended for, and has gone very far towards settling the law of this country upon this point.

So the Supreme Court of the United States, in Michoud *vs.* Giroud (4 How. 552) quote and approve the rule laid down by Sir Edward Sugden, viz:

"It may be laid down as a general proposition, that trustees—unless they are nominally such, to preserve contingent remainders—agents, commissioners of bankrupts, creditors who have been consulted as to the mode of sale, or any persons who, by their connection with any other person, *or by being employed or concerned in his affairs, have acquired a knowledge of his property, are incapable of purchasing such property themselves*, except under the restraints which will shortly be mentioned. For if persons having a confidential relation were permitted to avail themselves of any knowledge acquired in that capacity, they might be induced to conceal their information, and not exercise it for the benefit of the persons relying upon their integrity."

Mr. Justice Wayne, who delivered the opinion of the Court in this case, cites with approval many of the cases we have quoted from, and particularly commends the case of Davoue *vs.* Fanning, above cited and quoted from largely, in the following language:—"It is not too much to say, that it has secured the triumph of the rule over all qualifications and relaxations of it in the United States, to the same extent that had been achieved for it in England by that great Chancellor, Lord Eldon." And it willl be found that this rule has been followed by most of our State Courts, especially by those whose judiciary is most respected.

In Ford *vs.* Harrington, 16 N. Y. (Court of Appeals), 288 the court say: "Courts scrutinize closely transactions between attorney and client, and conveyances and transfers of property to the former by the latter, while that relation exists are frequently set aside in cases where but for that relation, they would be upheld. In such cases the law presumes that undue advantage has been taken of the confidential relation existing between attorney and client; and attorneys in order to sustain such transfers to them have been required to *show affirmatively*, either that they paid an adequate consideration or that a gratuity was intended by the client, and that to obtain it *no advantage* was taken of the confidential relation existing

between them, and that everything was honest and fair on their part."

In this case a client, to keep his property out of the hands of his creditors, had conveyed it to his lawyer, (following his advice,) for a very inadequate consideration; and the bill was filed to have the conveyance set aside. The Court in this case, even disregarded the rule—*in pari delicto*, etc.; or rather they did not regard the parties as being *in pari delicto*.

"They say if an attorney will so far forget, or willfully disregard his duty to the courts whose license to practice he holds,—to his clients who, in consequence of such license, are induced to seek and act upon his counsel, and to the public, as for the purpose of gain and profit to himself, to induce by his advice the commission of fraud by those who thus confide in him, he, at least, should be compelled to restore to his victim the fruits of his iniquity. It would be a reproach to our judicial tribunals to allow their officers, those appointed by them as their assistants in the administering of justice and equity, thus to acquire property by a prostitution of the trust so confided to them, and then to interpose the fraud committed pursuant to their advice, as such officers, as a shield to protect them in the enjoyment of that property."

Comstock, Selden, Brown, Paige, Shankland concurred; Denio C. J. and Johnson dissented.

So in Mills *vs.* Mills, 26 Conn. 203, the Court say:—"There are no transactions which courts of equity will scrutinize with more jealousy than dealings between attorneys and their clients, *especially where the latter are persons of inferior capacity* and inexperienced in business"—a case very much in point, as these heirs were confessedly ignorant.

And in Henry *vs.* Raman, 25 Penn. State R. (1 Casey,) 354, the Court say:

"If an attorney at law purchase an opposing or outstanding title to land, the knowledge of which he has attained during the continuance of professional relations to his client, such purchase will inure to the benefit of the client, while he holds the land, or to that of his vendee after he has conveyed his interest."

This last case, as well as several others which we have cited and quoted from, is highly significant and important, as showing the extreme jealousy with which courts of equity scrutinize the dealings between attorney and client, or the dealings of those between whom that, or a similar confidential relation has existed. Now is it not clear that McCagg *obtained* all his *information about the property* in *controversy* in the suit at bar, *from Valliquette?* Is there any probability that McCagg would ever have known anything about this property, or the Cornell and Dennis suit, if Valliquette had not applied to him for assistance to redeem the land under the decree in that suit?

We proceed now to examine the decisions of our own State upon this subject. And we find decisions of this Court *very numerous*, and covering the principle involved in the case at bar very ably and fully.

The relation of attorneys to their clients is considered in The People *vs.* Lambert, (1 Scam. 123,) and the rule and its reason, as we think, put quite upon the right basis.

Treat, J., delivering the opinion in Switzer *vs.* Skiles, 3 Gil. 534, says: "A person who agrees to act for another is not allowed to *deal in the business* of the *agency* for *his own benefit*, and if he takes a conveyance in his own name, he will be regarded in equity as a trustee," etc.

So in Scott *vs.* Moor, (3 Scam. 319,) where the administrator of an intestate, and the guardian of the intestate's sole heir, foreclosed a mortgage belonging to the estate, in the name of the heir, as her guardian and next friend; and upon the sale of the premises under the decree, purchased them, and took a Sheriff's deed, which recited the fact that the sale was made under proceeding by *scire facias* to foreclose the mortgage in the name of the heir, and the deed was recorded in the proper County. It was held that he was the trustee of the heir in making this purchase, and held the property for her, and that the *deed and proceedings were notice to a purchaser of the property from the heirs of the administrator of the trusteeship*, etc.

In Thorp *vs.* McCullum, (1 Gil. 625) Scates' Justice says: "The general principle of equity is, that trustees and others sustaining a fiduciary and confidential relation, *cannot deal* on *their* own *account with the thing*, or the persons falling within that trust or relationship."

So, also, in Wickliffe *vs.* Robinson, (18 Ill. 145,) Skinner, J., in delivering the opinion, says:

"By the rules of the common law, persons acting in a fiduciary capacity are bound to act for their principals alone; and if at sales made by them in such capacity, they become purchasers, no matter by what means, open or covert, their purchases are voidable."

And in Pensonneau *vs.* Blakely, (14 Ill. 15—17,) Caton, J., in delivering the opinion, said:

"The law will not allow a party to be both buyer and seller of the estate of another, which has been confided to his discretion and disposal. Having regard to the infirmities of human nature, it will not allow him to occupy a position where his self-interest will come in conflict with his integrity. *Where he assumes to represent another, he renounces the right to act for himself.* This rule is universal in both courts of law and equity, and is so well understood and so reasonable, that even its discussion would be out of place."

And in Jennings *vs.* McConnel, (17 Ill. 150,) Scates, C. J., said: "In the relation of client and attorney, or solicitor, there is that confidence reposed in the latter which gives rise to very strong influences over the actions, rights and interests of the former. Hence the law, with wise providence, not only watches over all the transactions of parties in this relation, but often interposes to declare transactions void, which, between other parties, would be good. * * It is *not required that the client should establish* fraud or imposition—the *onus* of *proof*—upon showing the relation when the contract or gift was made—is *upon the attorney* to *show fairness, adequacy* and equity, *and upon failure* to *make proof*, courts of equity treat the case as one of constructive fraud."

And in the People *vs.* Organ (27 Ill. 27,) Caton, C. J., says: "When the attorney or solicitor of a party becomes the purchaser, he occupies the same position as the party himself; and although he may *design the purchase for himself, the client may claim it for his own use.*"

"In Dickerman *vs.* Burgess, in commenting upon the conduct of an attorney in his dealings with a party, *not* a *client*, but an opposing party, the Supreme Court of Illinois, Breeze, J., delivering the opinion, say:

"We did intend to administer to him (the attorney) a "well-merited rebuke, as pointed as it is true, but have thought "we would leave him to reflect how much sweeter and more "consoling would be to him the whispers of his conscience, "if he had endeavored, by the exercise of his talents and "sagacity, to save this estate to those entitled to it, rather "than by his cunning and craft to deprive them of it."

How much more strongly does this language apply to an attorney who has employed his "cunning and craft" to deprive a *client*, and even *infant heirs*, of property which they were endeavoring to redeem and save through the attorney's instrumentality!

III.

Five of the Dennis heirs, viz: Antoin, Louis, Mary Matilda Schnitt, Alexander and Sarah Gottstein, were minors at the time the first three persons named conveyed said land to defendant McCagg, and the last two never conveyed their interest in said land to McCagg at all. Hence McCagg never acquired a valid legal title to the interests of these five heirs in said land.

According to the testimony of Mary Dennis, the mother of these children, Antoin, the oldest of the five just named, was born Dec. 20th, 1831, and was aged twenty years, three months and sixteen days when the decree in the Cornell and Dennis suit was rendered; and twenty years, seven months and thirteen days when he conveyed his interest in the land McCagg.

Mrs. Schnitt, (Mary Matilda) according to her mother's testimony, was aged 16 years, 7 months and 5 days when said

decree was rendered, and joined in a conveyance of her interest in the land to McCagg about a month later, May 10th, 1852.

By the same testimony Alexander was aged 14 years, 11 months and 3 days when said decree was rendered; he never conveyed to McCagg at all. And Sarah (now Mrs. Gottstein) was aged a little over ten years at the date of said decree, and never joined in any conveyance of her interest in said land to to McCagg or any one else.

Defendant McCagg objected to the testimony of the witness Mary Dennis, at the time it was taken, on the ground of interest, as heir of her son, Louis. We believe, however, the objection was not insisted on at the trial below. At all events, the testimony was admitted, and the record of the case shows no objections taken; and we say the deposition of the witness Mary Dennis is competent to prove the ages of her children. But if the Court should hold that the defendants are still entitled to the benefit of their objection in this Court, and that the objection is well taken, we fall back upon the depositions of Monk and Dobois, taken in the case.

From the testimony of these witnesses, taken under a commission, in the city of Montreal, Canada, it appears that the churches in Canada are required by law to keep a record of the births, marriages, deaths, etc., of those connected with the respective churches; and that, accordingly, the dates of the births of these children, who were born while their parents were living in Montreal, were entered in the Records of the Catholic Church there. According to these entries in those Records (which entries were duly verified and made exhibits in the depositions of Monk and Dubois,) Antoin was born on the 20th of December, 1831, the same day as stated by Mrs. Dennis in her deposition. Louis was born October 12th, 1834, instead of 1833, as stated by his mother, and consequently was one year *younger* than we have stated. And so in regard to the ages of Mary Matilda, Alexander and Sarah. The Church Record makes them *younger* than the testimony of the mother.

She, in most cases, states the day and the month the same as the record, but not the year, except in the case of Antoin.

These depositions of Monk and Dubois, which were offered on the trial below without objection, are competent testimony to prove the ages of these heirs, even if the mother's testimony should be ruled out.

We submit that our third point is established.

IV.

Three of said Dennis heirs, viz: Marie Brozzell, Mary Matilda Schnitt, and Lucy Seneschal were married women at the time of the proceedings in the suit of Paul Cornell *vs.* Mary Dennis, administratrix, and the heirs of Oliver Dennis, deceased, but their husbands were not made parties to said suit. Hence the interests of these three heirs were not bound by the decree in that suit.

It appears from the testimony of Mrs. Dennis [see Abstract pp. 11 & 12] that these three daughters were married respectively to Brozzell, Schnitt and Seneschal, at the time of the proceedings in the Cornell and Dennis suit, and that they were living with the same husbands at the time the mother gave her testimony. Indeed, the names of these women—Mary Brozzell, Mary Matilda Schnitt, and Lucy Seneschal appear in the Record of the Cornell and Dennis suit, introduced in evidence by the defendants themselves.

V.

It was claimed on the trial below that Dennis, Sr., did not have an inheritable estate in this land. That his interest in it went to the administrator. That there was nothing in it that his heirs were entitled to redeem.

To this we answer—and the answer is a sufficient one—that the decree in the suit of Cornell *vs.* Mary Dennis, administratrix, and the heirs of Oliver Dennis, deceased, settles this question. That decree was that they, the heirs of Oliver Dennis deceased, *redeem*, within a certain time, and on conditions; and that Cornell *convey the land* to *them*, *the said heirs*, on their thus redeeming. This decree *never was appealed from*, or set aside in any manner, and hence, that Dennis, Sr., *had an inheritable estate in the land* in question, and that his heirs *were entitled to inherit it*, and *were authorized to redeem it*, is *res adjudicata*, and *cannot* be *drawn* in *question collaterally*.

The defendants, in their brief filed in this case, say: "We do not think the abstract of the record filed in this case by the appellants, is sufficiently full to give the Court knowledge of all the facts, and for that reason we prefix to our brief the following full statement of the facts as they appear in the record, and ask the Court to verify our statement by reference to the pages of the record cited in the margin."

Now, this "full statement of the facts as they appear in the record," gives statements from the bill of complaint, answer of defendant McCagg, and from all the depositions and all the evidence in the case offered by both parties, and is comprised in about *four pages* of defendant's brief. In the abstract, which is not "sufficiently full to give the Court knowledge of all the facts," *fourteen much larger pages* are devoted to abstracting the same matter.

Moreover, how is the Court to "verify our statement by reference to the pages of the record cited in the margin?"—Is

it not by *finding the statements* in the abstract opposite the pages cited in the margin, and then comparing them with the record at the pages cited? and if so, do not the defendants thus *admit* that the facts contained in their "full statement" are all contained in the abstract filed?

Their "full statement of the facts as they appear in the record," is really a *selection* and a *combination*, made to suit their own views, and would, perhaps, be legitimate in a brief or argument, but is hardly so in a professed "statement of facts as they appear from the record."

By the defendants' own statement of the evidence in their brief, at page 3, Antoin and Louis were both minors at the time they conveyed to McCagg. But they do not state that Matilda (Mrs. Schnitt) was also a minor, (according to the mother's testimony, aged 16 years, 7 months and 9 days, and by the Church record still younger,) when she joined in the conveyance to McCagg.

They also say on the same page (3), "at this time (1852,)" (the time of the decree in the Cornell and Dennis suit, and the conveyances to McCagg,) "there were three other children of Oliver Dennis living: Marie, aged then about 30 years,(*she is now Mrs. Brozzell, one of the complainants,*") thus leaving it to be inferred that she *was not Mrs. Brozzell* at that time. While the testimony of Mrs. Mary Dennis, the mother, proves clearly that Marie (Mrs. Brozzell,) Lucy, (Mrs. Seneschal,) and Matilda, (Mrs. Schnitt,) *were all married women* at that time, and living with their respective husbands above named, and were so living when Mrs. Dennis' deposition was taken. And as we have before seen, the record of the Cornell and Dennis suit, introduced in evidence by defendants themselves, shows that Marie, Lucy and Matilda, were made parties to that suit respectively, under the names of Marie Brozzell, Lucy Seneschal, and Mary Matilda Schnitt, but that their husbands were not joined.

Alexander seems to have been ignored in this "full statement of the facts." We have before seen that he was less

than 15 years old at the time of the proceedings in the Cornell and Dennis suit, and that he never conveyed his interest in said land to McCagg or any one else—that Sarah was only about 10 years old at that time, and never has conveyed her interest in said land. According to their mother's testimony, Alexander was aged 23 years and 10 months, and Sarah about 19 years, when they filed their bill of complaint in this case, March 16th, 1861. According to the Church Record, they were still younger.

The defendants, in their brief, lay a good deal of stress upon the fact that the money was not paid to Cornell till May 10th, 1852, four days after the time to redeem under the decree had expired: Now the witness, Cornell, says, in his testimony, that he thought the time "did not expire till the 13th of May," but that he "paid no attention to the proceedings in the case after I had my interviews with McCagg." Moreover, it appears that McCagg himself helped give currency to the impression that the time did not expire till the 13th of May: for in the letter to Cornell, introduced in evidence, Mr. Barron says: "*He* (McCagg) *says* that Judge Skinner told him *that* 30 *days were given from the* 13*th of April* to do so" (redeem). The evidence also shows clearly that measures were set on foot, and steps taken to redeem, when only about half the time allowed by the decree to redeem had expired: and even if the time had expired before the money was actually paid over, Cornell clearly regarded the thing as *consummated*, and the land *wrested from him before that time.* And McCagg cannot take advantage of his own wrong to possess himself of this land and deprive these heirs of it. *Cornell* was the one to *take advantage* of it *if the time had expired;* and the whole testimony shows clearly that he would have done it if he had thought he could.

The defendants further say, in their "full statement of the facts," (pp. 4 and 5), that "Walter Kimball, who is called as a witness to prove it (that McCagg redeemed the land for the benefit of the Dennis heirs) swears that McCagg never deposited the money to make the redemption:"—True, but the same witness swears that McCagg came to his office to *see*

about redeeming, and brought the *money* with him *in coin,*—that he said "*he wished to protect* the *interests* of *Mrs. Dennis* and the heirs," but that Kimball told him he had *better see Mr. Cornell and settle* the *matter with him.* It will be observed also that the decree in the Cornell & Dennis suit *orders the money to be paid* to *the complainant, Cornell.*

It is repeated in defendants' brief more than once that Valliquette, who did the business for these heirs, and is the husband of one of them, is, with his wife, made a party defendant in this suit. It is difficult to see how this should prejudice the rights of the other heirs,—they are not to be sacrificed because Valliquette and his wife do not see fit to join them in a suit to recover rights common to all the heirs.

It is said also that McCagg paid about $400 to the heirs who conveyed to him over and above the $877.18 which he paid to Cornell; making in all $1,277.18 that McCagg paid for the land, and within about $225 of the price fixed by Cornell, which, it is intimated, was "uncertain and speculative". But this *does not explain* the *fact that* Cornell, upon the *theory* of the *defendants, sold property for* $877.18, *which he thought at the time was worth about fifteen hundred dollars.*

The defendants asseverate stoutly and repeatedly that no relation of attorney and client, or any other confidential relation, existed between McCagg and these heirs, or between him and Valliquette. But we ask, how do these assertions stand with the facts proved in the case? McCagg was a *lawyer*—Valliquette told him of the decree, and asked him to loan the money to redeem under that decree—McCagg said he was inclined to loan him the money, and he would *examine and see about the decree.* He told Kimball he *wished* to *protect* the *interests* of the *widow* and *heirs.* He told Barron he *intended* to *redeem.* He told *Cornell repeatedly* he *wished* to *benefit Valliquette,* his *partner's protege.* He *confessedly acquired* his *knowledge* of *this property, and the decree affecting it, from Valliquette, one of the family interested in the property.* Is his *bare assertion—sustained by no word or circumstance* of *proof*—that no confidential relation existed between him and

this family, or between him or Valliquette, *sufficient to refute this strong combination of facts and circumstances against him?* Cornell may have been satisfied in his own mind that McCagg *intended* to *get the land for himself*.—Indeed, he says as much: "I suppose McCagg's *design* was to get the benefit of my decree." But he regarded himself as *powerless* to *prevent* it, because McCagg was *fortified* with the *decree* and the *authority* of *the heirs*. Does not this circumstance of itself *show conclusively* that the confidential relation *did exist* between McCagg and this family, or at least *between him* and *Valliquette?*

With these arguments and authorities, together with the oral arguments of the senior counsel made in the case, we submit our cause to the Court, earnestly inviting the careful attention of the Court to the *facts* as they appear from the pleadings and the evidence—particularly of the witnesses *Cornell and Kimball*.—For it is upon the facts mainly that this case must turn. And perhaps an apology is due to the Court for the somewhat numerous and lengthy quotations from authorities in our argument, in a case, the law of which is so clear, when the facts are once found. And our apology is, that it is perhaps a matter of conjecture—a problem to be solved—what was the relation between McCagg, the principal defendant in this case, to these heirs. Was it that of attorney and client? or principal and agent? or was it that of a powerful and influential friend? On account of this doubt, it was thought advisable to present a variety of authorities, as all would be applicable, though not *equally* so. For that some such confidential relation existed between defendant McCagg and these heirs, we think there *can be no doubt.*

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SUPREME COURT OF ILLINOIS.

APRIL TERM, A. D. 1863.

ALEXANDER DENNIS ET. AL.
vs.
EZRA B. McCAGG ET. AL.

In Chancery.
APPEAL FROM THE SUPERIOR COURT OF CHICAGO.

BRIEF OF APPELLANTS' COUNSEL.

I.

The admissions of Defendant McCagg in his answer, responsive to the allegations of the bill, and the testimony in the case, lead inevitably to the conviction that McCagg, at some period during the transactions set forth in the bill of complaint, and before the conveyance of the land to him, was acting as the attorney, agent or friend of Valliquette, or the Dennis heirs. Hence it follows that—

II.

A court of equity will set aside the conveyance to defendant McCagg, so far as regards the vesting of title in him for his own benefit, and will treat him as a trustee holding the title for the benefit of the heirs, and subject to be conveyed to them on his being repaid the money he has advanced for them, with interest. Unless he shows *affirmatively* that the relation had *clearly*, and *beyond all question*, *ceased before the conveyance;* and that he took no advantage of this relation, or

the ascendency it gave him over these heirs, or of the information he obtained by means of the relation.

Walmsley vs. Booth, 2 Atkins, p. 25.
Drapers' Co. vs. Davis, 2 Atkins, p. 295.
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Newman vs. Payne, 2 Ves. p. 203.
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Pensonneau vs. Blakeley, 14 Ill. 15.
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III.

Five of the Dennis heirs, viz: Antoin, Louis, Mary Matilda Schnitt, Alexander, and Sarah Gottstein, were minors at the time the first three persons just named conveyed said land to defendant McCagg, and the last two never conveyed their interest in said land to McCagg at all. Hence McCagg never acquired a valid legal title to the interests of these five heirs in said land.

IV.

Three of said Dennis heirs, viz.: Marie Brozzell, Mary Matilda Schnitt, and Lucy Seneschal were married women at the time of the proceedings in the suit of Paul Cornell vs. Mary Dennis, administratrix, and the heirs of Oliver Dennis, deceased, but their husbands were not made parties to said suit. Hence the interests of these three heirs were not bound by the decree in that suit.

V.

It was claimed on the trial below, that Dennis, Sr., did not have an inheritable estate in this land. That his interest in it went to his administrator. That there was nothing in it that his heirs were entitled to redeem.

To this we answer, that the decree in the suit of Cornell vs. Mary Dennis, administratrix, and the heirs of Oliver Dennis deceased, settles this question. The decree was that they *redeem* within a certain time and on certain conditions; and that Cornell *convey the land to them.* This decree *never was appealed from*, and hence *this matter* is *res adjudicata.*

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Supreme Court of Illinois

Alexander Dennis et al.

vs

Ezra B. McCagg et al

Appellants Brief



Filed April 22- 1863

C. Garland

Clerk

H. A. Newcombe & Co's Print, Tremont Exchange Buildings, Dearborn Street.

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Casey's Case 14 Ill. 112

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Three of said Dennis heirs, viz.: Marie Brozzell, Mary Matilda Schnitt, and Lucy Seneschal were married women at the time of the proceedings in the suit of Paul Cornell vs. Mary Dennis, administratrix, and the heirs of Oliver Dennis, deceased, but their husbands were not made parties to said suit. Hence the interests of these three heirs were not bound by the decree in that suit.

V.

It was claimed on the trial below, that Dennis, Sr., did not have an inheritable estate in this land. That his interest in it went to his administrator. That there was nothing in it that his heirs were entitled to redeem.

To this we answer, that the decree in the suit of Cornell vs. Mary Dennis, administratrix, and the heirs of Oliver Dennis deceased, settles this question. The decree was that they *redeem* within a certain time and on certain conditions; and that Cornell *convey the land to them.* This decree *never was appealed from*, and hence *this matter* is *res adjudicata.*

D. P. Kidder
Sol^{r} for Appellants

Thos H. Coyne
of counsel

120

Supreme Court of Ills.

Alexander Dennis et al.
vs
Ezra B. McCagg et al.

Appellants. Brief

Filed apr. 22- 1863.
L. Leland
Clk

UNITED STATES OF AMERICA,

STATE OF ILLINOIS, COUNTY OF COOK, SS.

Pleas, before the Honorable, the Judges of the Superior Court of Chicago, within and for the County of Cook and State of Illinois, at a regular Term of said Superior Court of Chicago, begun and holden at the Court House, in the City of Chicago, in said County and State, on the first Monday, being the First day of December in the year of our Lord One Thousand Eight Hundred and Sixty Two and of the Independence of the United States of America the Eighty Seventh

Present, The Honorable John M Wilson Chief Justice of the Superior Court of Chicago.
Van H Higgins and Grant Goodrich Judges.
Joseph Knox Prosecuting Attorney.
David S Hammond Sheriff of Cook County.

Attest, Thomas B Carter Clerk.

Be it remembered that heretofore to wit on the Sixteenth day of March in the Year of Our Lord One Thousand Eight Hundred And Sixty one there issued out of the office of the Clerk of the Superior Court of Chicago the People Writ of Summons which said Writ with the Sheriffs return thereon indorsed are in 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 Ezon B McCagg George A Springer Josiah L James Thomas Wallace Stinson Lancaster & Martha Lancaster his wife, Jonathan Burr, Albert S Wyterhouse, Stella Thompson widow & Ellen Thompson James Thompson & Charles Thompson Heirs at law of Philo H Thompson deceased John B Valliquett & Margaret Valliquett, if they shall be found in your County personally, to be and appear before the Superior Court of Chicago of Said County of Cook, on the first day of the next term thereof to be holden at the Court House in the City of Chicago, in Said County on the first Monday of April next to Answer unto Oliver Dennis, Joseph Dennis Antonio Dennis, Alexander Dennis Mayenie Hercule Sauzchil & Lucy Sauzchil, Joseph Brozzel Frederick Gottstein & Sarah Gottstein, Maria Brozzel, John Schmitt & many, Matilda Schmitt in their Certain Bill of Complaint filed in the Said Court on the Chancery Side thereof

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

Witness Walter Kimball Clerk of our Said Court, and the Seal thereof at the City

Seal

of Chicago aforesaid this 16th day of March A D 1861

Walter Kimball Clerk

Same by reading and delivering a Copy of this writ to the within named Egon B McCagg George A Sprague Josiah L James Simeon Lancaster Jonathan Burr & Albert S Watkins & Wm B Valliquit & Margaret Valliquit the 22d day of March 1861. The other defendants not found in my County

A C Hayes Sheriff
By F Lenbeck Deputy

And afterwards to wit on the same day and year aforesaid the Complainants herein by D B Bilder their attorney or Solicitor filed in the office of the Clerk aforesaid their Certain Bill of Complaint in words and figures following to wit

Bill

State of Illinois
Cook County } ss: Superior Court of Chicago

To the Honorable Judges of said Court
sitting in Chancery

Humbly complaining
showeth unto your Honors your orators and
oratrices Alire Dennis Joseph Dennis
Antoin Dennis Alexander Dennis Maime
Hercule Senechal Lucy Senechal
Joseph Broggel Marie Broggel John
Schmitt Marie Matilde Schmitt Frédéric
Gottstein & Jacob Gottstein that Alire
Dennis Sr. departed this life on or about
February A.D. 1846 leaving his said
Alire Jr. Joseph Antoin Alexander
Marie Lucy & Mary Matilde Harris
& also Louis Dennis since deceased
& Margaret Valliquet his children &
their heirs at law.

That said children of Alire Dennis Sr.
as aforesaid or their issue born lived
in Montreal Canada till about the
year A.D. 1846 when they removed to
Chicago with their parents & at the
time of the transactions hereinafter
mentioned between your orators and
oratrices & Ezra B. Waggoner and
the defendants hereinafter

and orators were almost entirely
ignorant of the English language
Not one of them could talk or
understand said language and
none of them were able to speak or
understand any but the shortest and
simplest sentences in said language
that of your orators & orators
were entirely unable to carry on a
conversation understandingly in
English upon ordinary business matters.
Your orators & orators further show
unto your Honor that in the spring A.D.
1847 the said Oliver Dennis purchased
of one Francis Blanchard the following
described real Estate situated in the
County of Cook & State of Illinois Viz
Twenty acres off the South end of the
East Half of the South West Quarter of
Section Thirty four in Township Thirty
Nine, North of Range Fourteen East of
the third Principal Meridian, said
Twenty acres to be taken parallel
with the South line of said tract
with the appurtenances thereunto
belonging for the sum of One Hundred
Dollars, Four Hundred & fifty Dollars
cash in hand paid by said Blanchard
by said Oliver Dennis & on the day

7

aforesaid purchase & Three Hundred
Dollars to be paid on the first day of
May A.D. 1848 & Two Hundred & Fifty
Dollars on the first day of May A.D.
1849 together with interest at the
rate of six per centum per annum
& said Blanchard executed & delivered
to said Oliver Lewis a certain in-
strument or bond bearing date the
26th day of April A.D. 1847 and duly
acknowledged & recorded in the
Record Office of Cook County Illinois
binding the said Blanchard his heirs
executors administrators & assigns in
the penal sum of Two Thousand Dollars
to convey the land above described
to said Oliver Lewis Sr his heirs ex-
ecutors administrators & assigns by a
good & sufficient deed with usual
covenants of warranty upon the payment
of the said sums of money being made at
the times aforesaid as will more fully
appear from said bond or instrument
reference thereunto being thereby had
said bond or instrument for the recital
thereof to be produced as your Honor
shall direct —

8

Your orators & oratrices further show unto Your Honors that immediately upon the purchase of said land by said Oliver Dennis Sr he took possession of the & improved & lived upon the same with his family till the time of his decease but that said Oliver Dennis Sr was unable to pay said mortgage & said Blanchard & Sitter the three Hundred Dollars or the two Hundred & fifty Dollars above mentioned nor were said sums of money or either of them ever paid to said Blanchard & Sitter by said Oliver or his legal representatives as your orators & oratrices are informed & believe —

That said Blanchard on or about the 6th day of November A.D. 1857 conveyed the same premises above described to one Hand Connell by an instrument commonly called a Quit Claim deed which is of record in the Recorders office of Cook County, which said deed on the record thereof reference thereunto being made is to be produced as Your Honors shall direct —

Your orators and oratrices further show unto Your Honors

9 that on or about the 2nd day of December
A.D. 1857 the said Paul Cornell filed his
Bill of Complaint in the Court of Common
Pleas of Cook County upon the Chancery
side thereof against Mary Dennis Ad-
ministratrix of Oliver Dennis deceased
Oliver Dennis Joseph Dennis Antoin
Dennis Jack Dennis Alexander Dennis
Louis Dennis Marguret Volcott Mary
Matilde Schmitt Lucy Senechel Maria
Brousel & all other unknown heirs of
Oliver Dennis deceased praying a
decree of foreclosure of the right and
Equity of redemption of the said defen-
dants in that said suit in & the lands
therein before described & afterwards on
on or about the 6th day of April A.D. 1858
said Cornell obtained a Conditional
decree of said Court ordering and
decreeing the said defendants named
in said Bill of Complaint among whom
were a part of your orators & orators
properly made parties thereto & others
of your orators & orators not properly
made parties but properly represented
in said suit as your orators & orators
will hereafter more fully show unto
Your Honors & pray & said Cornell
the Complainant therein the sum of seven

10

Hundred and Eleven Dollars with Interest
thereon from the Seventh day of November
A.D. 1881 (The same being the amount of
the said moneys due thereon) upon
the bond hereinbefore described
within thirty days from the date of said
decree together with the costs of said suit
and upon the payment of said sum, interest
and costs within said time said Cornell
was decreed to execute to said defendants
named in the said Bill of Complaint a
good sufficient deed of Conveyance
of the premises described in said last
mentioned Bill of Complaint & that in case
of default of said defendant in paying
or causing to be paid to said Cornell the
said Seven Hundred & Eleven Dollars with
interest & costs as ordered in said decree
it was ordered & decreed that said defen-
dants mentioned in the said Bill of
Complaint should be absolutely de-
barred & forever foreclosed of & from
all Equity of redemption under said
bond hereinbefore described & to the
aforesaid premises, all of which will
more fully appear from the record of
said cause to be produced as some
Honor shall direct reference thereto
being thereby made, but you orators

11 oratrices show unto your Honor that said decree was never made final & absolute and that no final decree was ever rendered in said cause.

Your orators & oratrices further show unto your Honor that at the time of the rendering of the decree aforesaid they were poor & unable to pay the sum of money therein ordered to be paid by them without borrowing & they were in great trouble & alarm lest they should loose said land through their inability to raise the sum of money required by said decree within the time specified therein.

And your orators & oratrices further show unto your Honor that thereupon one John B. Vallette the husband of a sister of your orators and oratrices who was at that time in the employ of J. Young Scammon & Exrs. & B. McCagg of Chicago as their servant & the gardner of said Scammon represented to your orators & oratrices that he could borrow the said sum of money required to be paid by said decree of said Scammon upon the security of said land at least for a short time & until your orators & oratrices could raise it from other sources,—

And thereupon said John B. Vallignette as the agent & representative of your orators & oratrices in that behalf went to the Office of J. G. Cammon & Ezra B. McCagg who were at that time practicing law in Chicago under the style of Cammon & McCagg to borrow said sum & more of said Cammon, but said Vallignette as your orators, oratrices are informed & believe & charge the truth & he did not find said Cammon in his Office but did find said McCaggin; And thereupon said Vallignette fearing the consequences of any delay stated his business to said Ezra B. McCagg one of the defendants herein & requested said McCagg to loan to said Vallignette the sum of money necessary to redeem the aforesaid premises upon the security of the same for the defendants in said Suit of Cornell vs. Mary Dennis administratrix &c. then in accordance with the requirements of the decree in said suit—

And the said McCagg as your orators & oratrices are informed & believe & charge after hearing the said business & request stated & known by said Vallignette told said Vallignette

13 to call the next day or to call soon
& that he said McCagg would inform
him whether said McCagg would loan
said Valliquette said sum of money or
not & that said Valliquette spoke to said
McCagg a day or two thereafter at the
office of said Common & McCagg in
relation to said business & there said
McCagg told said Valliquette that it
was all arranged, that he said McC-
agg had concluded to loan said
Valliquette said sum of money, for
your orators & oratrices for the purpose
aforesaid & upon the security aforesaid
& that deposited it or would deposit it
with the Clerk of said Court of Common
Pleas & that it was all right —
And your orators & oratrices, further
showing to your Honor, respectfully
charge that said McCagg did deposit
said sum of money with said Clerk
or carried said sum of money to the
office of said Clerk & stole & took
Clerk of said Court that he said McCagg
took brought said sum of money to be
deposited with for the widow Dennis
& the heirs of said Oliver Dennis de-
ceased & that said McCagg paid said
sum of money to said Clerk for said

Cornell the complainant in the suit aforesaid or to said Cornell himself to redeem said land for the defendants in said suit in accordance with the said conditional decree therein before the time therein provided for the payment of said sum of money had expired & that said sum of money was ~~paid~~ received & accepted by said Cornell as by the terms of said decree he was compelled to do, & that thereafter said Cornell took no further steps in said suit & that no final decree therein was ever obtained or applied for And thereupon said Cornell conveyed said land to said McCagg by a conveyance bearing date May 10th A.D. 1852 & of record as will more fully & at length appear from said instrument or the record thereof to be produced as your Honors shall direct reference thereunto being hereby made, But your orators & oratrices especially charge that said Cornell conveyed said land to said McCagg as a security for the payment of the money so found & advanced for your orators & oratrices by said McCagg as aforesaid & as a mortgage & that said McCagg received the said conveyance from said Cornell as a security

14

for the payment to him said McCagg
of said sum of money so paid and
advanced by said McCagg for your
orators and oratrices by way of mortgage
for assurance of the agreement made
touching of said McCagg with said Valliquette
& that said conveyance was so understood
& assented to by your orators & oratrices
and that the same was so made understood
both by said Connell & said McCagg
and that said McCagg represented &
said at the time he so paid & advanced
said sum of money that he paid the
same to redeem said land for the heirs
of said Clive Dennis deceased
And your orators & oratrices further show
unto your Honors that shortly after the
said McCagg had promised & agreed to
pay & advance said sum of money for
your orators & oratrices as aforesaid
upon the security of said land to redeem
the same for them & in their behalf and
after said McCagg had so paid & advanced
the same as your orators & oratrices are
informed & believe & truely charge
said Valliquette again spoke to said
McCagg in reference to said loan of
money so made as aforesaid & desired

to have an understanding with him said
16 McCagg as to the terms of said loan and
thereupon said McCagg told said
Vallignette that he said Vallignette did
not understand the matter at all in
that he did not know anything, that
the said McCagg had purchased all the
right title & interest of said Vallignette
& of your orators & oratrices in & to said
land & that his said McCagg's title & the
same was perfect & that neither said
Vallignette nor your orators & oratrices
had any longer any interest or Equity
of redemption in or to said land, and
at other times soon after said McCagg
told said Vallignette that he said
McCagg would entirely as a matter
of favor & generosity or his part pay to
said Vallignette & his wife & to each of
the other heirs of Oliver Dennis deceased
forty or fifty dollars if they would
execute to said McCagg a release or
Quit-claim of all their interest in & to
said land

And your orators & oratrices
show unto Your Honors that they made
the application aforesaid to said Mc
Cagg for the loan of said sum of money
under the circumstances aforesaid

17 being ignorant of the English language
as aforesaid through said Valligniette
because of the relation said Valligniette
sustained to said Scannon & McCagg
& because of the high position which
said Scannon & McCagg occupied
in the Community & in the legal pro-
fession - And your orator & oratrices
show unto your Honor that for these
reasons they relied upon & trusted
implicitly the statements & represent-
tions of said McCagg in the premises -
And when he said McCagg claimed &
asserted of your orator & oratrices that
they had forfeited & lost all their in-
terest title & equity of redemption in & to
said land & that he said McCagg had
purchased the same & acquired a good
title thereto, your orator & oratrices
though at first greatly disappointed
& surprised yet they at that time
believed said statements & representa-
tions to be true & believed that they had
forfeited & lost all their right & interest
in said land. That thereupon being so
misinformed deceived & misled
by the said representations assertions
& false statements of said McCagg
as part of your orators & oratrices

Said Joseph Dennis Oliver Dennis
Fulton Dennis Maxime T. Fruechel and
Lucy Fruechel John Schmitt & Matilde
Schmitt and also Louis Dennis since
deceased did sometime in the Spring
or Summer of A.D. 1852 execute some
kind of release or Quit Claim of their
interest in said land to said McCoy
But your orators & oratrices respectfully
charge that if said Quit-Claims or Con-
veyances conveyed any interest in
said land or have any binding force
or effect the same were & are simply
as security & a mortgage of said land
for the payment to said McCoy of
said sum of money so advanced by
him for your orators & oratrices as afore
said —

But your orators & oratrices further
show unto your Honor & respectfully charge
that the said statements assertions &
representations so made by said Mc
Coy & your orators & oratrices & the effect
that the land forfeited & lost all their
interest right & Equity of redemption
in & to said land & that the said McCoy
had purchased the same & had a good
title thereto were falsely & fraudulently
made by said McCoy & were intended

19 and used by him for his own advantage profit & Emolument contrary to Equity & good Conscience & to wrongfully mislead & deceive Your Orator and Oratrices & to defraud them out of their title & interest in & to said land, they being ignorant as aforesaid & trusting to & relying implicitly upon said Mc Cagg as aforesaid.

And Your Orator and Oratrices further shew unto Your Honor that five of the said children & heirs of said Oliver Dennis deceased to wit: Antoin Dennis Louis Dennis (your deceased) Mary Matilde Schmitt Alexander Dennis & Sarah Gottstein four of whom are among Your Honors present orator & oratrices were minors & were less than twenty one years of age and the said Mary Matilde & Sarah were less than Eighteen years of age. both at the time said Cornell instituted his suit aforesaid against Mary Dennis admrx. and the heirs of Oliver Dennis deceased & at the time when said decree was rendered in said suit & at the time when said Releases or Quit Claims were executed by said Antoin Dennis Louis Dennis & Mary Matilde Schmitt & said Mc Cagg

21 unto your Honors that your orators
Marie Brozzel Mary Matilde Schmitt
& Lucy Senesche were at the time of
instituting said Suit, have been ever
since & still are married women and
then had & still have husbands respective-
ly named Joseph Brozzel John Schmitt
Maxime Hercule Senesche, and that the
said Joseph John & Maxime Hercule
husbands respectively of said Marie
Mary Matilde & Lucy were not joined
with the said Marie, Mary Matilde &
Lucy in said Suit nor in any manner
made parties & the same as will
more fully appear from the record of
said Suit in the office & the Clerk of
this Honorable Court to be produced
as your Honors shall direct reference
thereunto being made. And your orators
and oratrices Expressly Charge that the
said proceedings in said Suit, the said
decree & all other Steps, or orders taken
therein are null & void & of no binding
force or Effect as against the said
Joseph Brozzel & Marie Brozzel John
Schmitt & Mary Matilde Schmitt Maxime
Hercule Senesche & Lucy Senesche
Fridolin Gottstein & Sarah Gottstein
Antoin Dennis Louis Dennis & Alexande

Dennis and as against their said interest & Equity of redemption in the Land aforesaid the heirs of Alexander Dennis deceased And that the said Deed Claims or Conveyances obtained from a part of your orators & oratrices as aforesaid by the said McCagg are Null & Void except as Mortgage & Security for the payment of said Sum of money as to such orators & oratrices has & their said interest in said land & especially are said conveyances Null & void except as a Mortgage & security as aforesaid as to said Antoin Dennis Louis Dennis & Mary Matilde Schmitt & their interest in said land they being minors as aforesaid at the time said deeds or conveyances were executed -

And your orators & oratrices show unto Your Honors that Your Oratrix Sarah Pottstein was married to your orator Frederick Pottstein to wit: in January A.D. 1860 & before she reached her majority to wit: at the age of Seventeen years & that She has ever since been & now is a married woman

And your orators and oratrices show unto your Honors that the said Louis Dennis deported this life on

23 or about the tenth day of October A.D. 1853. And that he left no wife or Children or other heirs at law except your orators & oratrices & Margaret Valligniette and John B. Valligniette —

And your orators & oratrices further show unto your Honor that each of your orators Oliver Dennis Jr Joseph Dennis Antoin Dennis & Alexander Dennis is entitled to two & two ninths (2 2/9) acres of said land as follows to wit: Each of said orators is entitled to one tenth of said twenty acres tract or two acres as heir of Oliver Dennis Sr deceased & one ninth of two acres being two ninths of one acre as heir of Louis Dennis deceased. And in the same manner your oratrix Marie Rozzel & your orator Joseph Rozzel husband of said Marie are entitled to two & two ninths (2 2/9) acres of said land. Your oratrix Lucy Senechal & your orator Maxime Hercule Senechal husband of said Lucy are entitled to two & two ninths (2 2/9) acres. Your oratrix Mary Matilde Schmitt & your orator John Schmitt husband of said Mary Matilde are entitled to two & two ninths (2 2/9) acres and your oratrix Sarah Gottstein and

14 Your orator Fridolin Gottstein husband of said Sarah are entitled to two & two tenths (2 2/10) acres of said land —

And your orators & oratrices show unto your Honor that George A Springer Josiah L. Jones & Thomas Wallace Nimrod Lancaster & Martha Lancaster wife of said Nimrod Jonathan Burr Albert S. Waterhouse Stella Thompson widow & Ellen Thompson James Thompson & Charles Thompson heirs at law of Philo H. Thompson deceased also claim to have some interest in said land by conveyance through & under said McCoy or otherwise but your orators & oratrices expressly charge that all of said defendants took said conveyances subject to the rights of your orators & oratrices in the premises & are chargeable with notice of the same — And your orators & oratrices show unto your Honor that Wm B. Valliquette & Margaret Valliquette also have an interest in said land as heirs at law of said Louis Dennis deceased or otherwise —

And your orators and oratrices hoped that said McCoy & the said defendants Springer, Jones

25. Wallace Nimrod Lancaster & Martha Lancaster Burr Waterhouse Stella Thomp-
son widow & Ellen Thompson James Thomp-
son & Charles Thompson heirs at law of
Phile H. Thompson deceased would not
have insisted upon said conveyance
from said Cornell & said McCagg & the
other said releases or Quit Claims from &
part of your orators & oratrices & said
McCagg made as aforesaid & under the
circumstances aforesaid as absolute
conveyances of said land, but would
have admitted that the same were re-
cepted as a security for the payment
of said sum of money as aforesaid &
by way of mortgage & would have re-
conveyed said land & your orators &
oratrices upon payment by them of said
sum of money hereinbefore mentioned
loaned & then by said McCagg as afore
said together with interest & the taxes
which may have been paid upon said
land since the same was so mortgaged
& said McCagg as aforesaid —
But now so it is may it please your
Honor, the said McCagg combining &
confederating with the other said de-
fendants hereinbefore named and
with divers other persons at present

unknown to your orators & oratrices whose names when discovered your orators & oratrices pray they may be at liberty & insert herein with apt words to charge them as parties defendants hereto & contriving to wrong & injure your orators & oratrices in the premises the said McCagy Springer James Nimrod Lancaster Martha Lancaster Wallace & the other said defendants above named absolutely refuse so to do. And the said McCagy & the other said defendants sometimes pretend that the said conveyance from said Cornell to said McCagy was absolute & not intended as a mortgage & a security for the payment to said McCagy of the said sum of money so paid & advanced by him for your orators & oratrices as aforesaid & that the said releases or quit claims from a part of your orators & oratrices to said McCagy were fairly & properly obtained: whereas your orators and oratrices charge the contrary thereof to be true, and that said conveyance from said Cornell to said McCagy & the said releases & quit claims from a part of your orators and oratrices

27 constituted only a mortgage for the
security of the payment of said Sum of
money to said McCagg, and they respectfully
charge that under the circumstances
aforesaid said conveyances ought
to be adjudged & decreed to be a mort-
gage & your orators & oratrixes per-
mitted to redeem said land and be re-
instated in their title & interest in &
to & possession of said land which the
said McCagg & the other said defendants
except said John B. & Margaret Talli-
gne the have obtained & possessed them-
selves by the means aforesaid —

All of which acting doing and
pretences of the said defendants are
contrary to Equity & good conscience
& tend to the manifest wrong and
injury & oppression of your orators
& oratrixes in the premises.

In consideration whereof & forasmuch as your orators & oratrixes are entirely remediless in the premises according to the strict rules of the common law & can only have adequate relief in the premises in a Court of Equity where matters of this nature are properly cognizable & relievable —

To the end therefore that the said McCagy and the other said defendants & the rest of the confederates when discovered may full true direct & perfect answer make but without oath, the oath of said McCagy & the other said defendants being hereby expressly waived & all & singular the matters hereinbefore stated & charged as fully & particularly as if the same were hereinafter re-peated & they thereunto distinctly interrogated. And that the said conveyances from said Carnell to said McCagy & the said releases or Quit Claims from a part of your orators & oratrices to said McCagy may be adjudged & decreed to be a mortgage to said McCagy to secure the payment of said sum of money so paid & advanced by said McCagy for your orators & oratrices as afore said and that an account may be taken of what is now due to said McCagy for principal & interest on said mortgage & the sum of money so loaned to your orators & oratrices by said McCagy, & that an account may also be taken of the rents & profits

29 of the said land so mortgaged which
have or might have been received by
or on behalf of said McCagy & the other
said defendants, And if the same
shall appear to have been more than
the principal & interest due on said
loan & on said mortgage then that
the residue may be paid over to your
orators & oratrices, And that your
orators & oratrices may be at liberty
to redeem said land so mortgaged
as aforesaid or their share or propor-
tion thereof on payment of the principal
& interest (if any) remaining due on
said loan & on said security or upon
payment of their share or proportion
thereof together with any costs & any
other moneys which may be fairly
& equitably due from your orators and
oratrices to said McCagy or any of
the other said defendants & that the
said defendants to wit: the said
McCagy Springer James Wallace
Kinrod Lancaster & Martha Lancaster
Rice Watehouse Stella Thompson
widow & Ellen Thompson James
Thompson & Charles Thompson heirs
at law of Philo H. Thompson deceased
may be decreed on being paid such

moneys & interest to deliver up the possession of said mortgaged land or your orators & oratrices share or proportion thereof to your orators and oratrices & to convey the same to your orators & oratrices with proper covenants of warranty & free from all incumbrances and to deliver up all title deeds & writings relative thereto, or if any of your orators & oratrices shall be deemed by your Honors not entitled to redeem said land as above prayed for any reason then that your Honors will grant the relief above prayed to such of your orators & oratrices as your Honors shall deem entitled thereto and that such of your orators and oratrices (if any) as may be deemed not entitled to redeem as above prayed may have an account taken of the moneys received by said McCoy for the shares or interests of such orators & oratrices in said land as shown in the premises with interest upon said moneys & if the same shall appear to be more than such orators & oratrices just proportion of said loan with interest together with any other moneys which may be deemed by

Your Honors to be justly & equitably charged
said McCagg from such orators & oratrices
as, then that the balance or residue of
such moneys may be decreed by this
Honorable Court to be paid by said
McCagg to your orators & oratrices

And that your orators & oratrices
may have such further other and
different relief in the premises as the
nature of their case shall require and
to your Honors shall seem meet and
Equitable.

May it please your Honors to
grant unto your orators & oratrices
the writ of Subpoena of the State of
Illinois to be directed to the said Ezra
B. McCagg. George N. Springer Josiah L.
James Thomas Wallace Newsom Lan-
caster & Martha Lancaster wife of
said Newsom Jonathan Burrill Allen
S. Waterhouse Stella Thompson widow
& Ellen Thompson James Thompson &
Charles Thompson heirs at law of Philo
H. Thompson deceased John B. Valliquette
& Margaret Valliquette & the rest of the
confederates when discovered thereby
commanding them & every of them
at a certain day & under a certain
pain therein to be specified personally

& he and appear before Your Honors in This Honorable Court & then & there to answer all & singular the premises the oath of said defendants being hereby expressly waived and to stand to perform & abide such order and decree therein as shall seem agreeable to Equity & good Conscience: And Your orators & oratrices will ever pray

(Signed) Alexander Dennis
Friedolin Gottstein
Sarah her X mark Gottstein

D. P. Wilder
Dwight S. Herld
Sol'rs for Complainants

State of Illinois
Kane County
City of Elgin } ss. On this 9th day of March A.D. 1861 before me personally appeared Alexander Dennis one of the complainants named in the above Bill of Complaint and made solemn oath that he has heard the said Bill subscribed by him read & knows the contents thereof and that the same is true of his own knowledge except as to the matters which are therein stated to be upon information

33 and belief and that as to those matters
he believes it to be true

John S. Wilcox
(L.S.) Notary Public.

State of Illinois
County of Cook } ss. On this 14th day of March
A.D. 1861 before me personally appeared
Fridolin Gottstein and Sarah Gottstein
complainants named in the above
Bill of Complaint and made solemn
oath that they have heard the said Bill
subscribed by them read and that they
know the contents thereof and that the
same is true of their own knowledge
except as to the matters which are
therein stated to be upon information
and belief and that as to those matters
they believe it to be true

Andrew T. Thomson
(L.S.) Notary Public

Order March 28/61

35 And afterwards to wit on the Twenty eighth day of March in the Year aforesaid Said day being one of the days of the March Term of Said Court the following Among other proceedings was had in Said Court and entered of Record to wit

Olivier Dennis Joseph Dennis Antoine Dennis
Alexander Dennis Napoleon Hercule Seneschal and
Lazey Seneschal Joseph Bourgeat and Marie Bourgeat.
John Schmitt and Mary Matilda Schmitt
Theodore Gottstine and Sarah Gottstine

Bill

vs

Ezra B McCagg George A Springer Josiah L James
Thomas Wallace Nimrod Lancaster and Martha
Lancaster, Jonathan Burr Albert S Matteson
Stella Thompson. Widow and Ellen Thompson
James Thompson and Charles Thompson heirs at law
of Philo H Thompson deceased John B Valliquette
and Margaret Valliquette

On Motion of Wilder & Heald Solicitors for Said Complainants no objection being thereto made it is ordered that the Complainants have leave duly to Amend their Bill of Complaint filed in this Cause

And afterwards to wit on the Fifth day of April in the Year aforesaid The appearance of George A Springer, Josiah L James and Nimrod Lancaster was entered in writing Duly by Rich & Thomas their Solicitors in words and figures following to wit

37

Superior Court of Chicago

Elvira Dennis
Joseph Dennis et al
vs. In Chancery.
Eyra B. McCagg et al

We hereby enter the appearance of George K. Springer Josiah L. Jones & Merrick Lancaster, and desire to answer as soon as papers can be found which are now missing —

Chicago 8th April 1861

Rich'd Evans.

And afterwards to wit on the Eleventh day of April in the Year aforesaid. The Appearance of Stella Thompson Widow & Ellen Thompson Heirs at law of Philo S. Thompson deceased. was entered by W. L. Perkins their Solicitor in words and figures following to wit

6 & 40.

Sup Ct. Chicago

Ja. Chap.

Oliver Lemuel Shal

vs.

Eqra B. McCagg

Shal

"

Writ of Error to St

Springer Jones &

Lancaster -

Filed April 5. 1861

W. Kimball

Clerk

Richd Thomas

39

Superior Court of Chicago

Oliver Dennis et al
vs
Ezra B. McCagg et ux
cc

} In Chancery

I do hereby enter the appearance of Stella Thompson widow & Ellen Thompson heirs at law of Philo C. Thompson dcsd in the above cause

M. L. Perkins
Sol. for said defts

And afterwards to wit on the Twenty Sixth day of June in the Year aforesaid the appearance of Thomas Wallace, Jonathan Burr and Martha Lancaster was entered herein by Rich & Thomas their Solicitors in words and figures following to wit

Oliver Dennis Etal
6640 vs.

Ezra B. McCagg Etal

Appearance of Stella Thompson Etal

Filed April 11th 1861
W Pennoyer Clk

M. L. Perkins
Sol for Def'ts

41

Superior Court of Chicago

In Chancery.

Oliver Dennis et al
vs.
Ezra B. McCagg et al

We hereby enter
the appearance of Thomas Wallace
and Thornton Burr and Martin Lancaster
in said cause. Rich'd Thornton
Sol'r.

June 25: 1861

And afterwards to wit on the
day of in the year aforesaid the
following proof of Service was filed in said Cause
by the Complainants Solicitors, in
words and figures following to wit

6.75

Supt Ch of Chicago
& Chy
Plaintiff Complainant
vs
E. B. McCagg & Wife
Ency & Defendants
Sworn Bill. Int
Motion & Motion
Lancaster.

Filed June 26 - 1861
W. Bunker Clk

43

State of Illinois
Cook County } ss. Superior Court of Chicago

Alexander Dennis
et al
vs.
Ezra B. McCagg et al } In Chancery

Swirysh. S. Hould being first duly sworn deposes & says that he made a true and correct copy of the Complainants Bill of Complaint filed in the above entitled cause in said Court on the 16th day of March A.D. 1861 as the same now stands upon the files of said Court. This deponent further says that on the 17th day of April A.D. 1861 he sent by the United States mail the aforesaid copy of said Bill of Complaint together with a copy of the notice hereto attached, done & born of Charlestown Clark County State of Indiana with direction to leave the same upon thomas Wallace one of the defendants in the above entitled cause

Sworn before me this 27th day of April 1861
O. R. McLean
Notary Public

Swirysh. S. Hould

State of Indiana }
Clark County } ss. W. Kerr of Charlestown
Clark County State of Indiana being
first duly sworn deposes & says that
he received by the United States mail on
the 19th day of April A.D. 1861 at Charlestown
Clark County Indiana a document
purporting to be a copy of the Bill of
Complaint in the suit described in the
annexed and foregoing affidavit &a
copy of the notice hereto attached to-
gether with a letter purporting to be
from Swift & Reed of Chicago Illinois
directing me the deponent to serve
said copies upon Thomas Wallace of
Bethlehem Clarke County Indiana
one of the defendants in said suit
And this deponent further says
that he did serve said copies upon the
said defendant Thomas Wallace on the
22d day of April A.D. 1861 by delivering
said copies to said Thomas Wallace
in person, and further deponent saith not

W. Kerr Jr.

Subscribed & sworn to before me
Andrew J. Kay Clerk of the
Clark Circuit Court this 22nd
day of April 1861 – In testimony whereof
(L.S.) I have hereunto set my name
& the seal of said Court at
Charlestown the date last
aforesaid. Andrew J. Kay Clerk

Clerk County
Indiana

40

State of Illinois }
Cook County } ss: Superior Court of Chicago

Alexander Dennis
et al
vs:
Ezra B. McCagg et al
" "

In Chancery

Thomas Wallace Esq
Sir: Please
take notice that on the 16th day of March
A.D. 1861. the above entitled cause was
commenced in said Court & the Bill
of Complaint a copy of which is here to
attached was filed in said cause
and that your appearance must
be entered in said cause, if at all,
at or before the commencement
of the June Term of said Court A.D.
1861.

D. P. Wilder
D. S. Reed
Sols for Complainants

X

And afterwards to wit on the Twenty first day
of May in the Year aforesaid Ezra B. McCagg
one of the defendants herein filed his Certain Answer
herein in words and figures following to wit

Superior Court of Chatham
Alex. Dunn Esqr
E. B. McCoy Esqr
Chas Stevens Esqr
Sheriff
Thomas Wallace

Answer of E B McCagg

47

State of Illinois
Superior Court of Chicago

In Chancery

The several answer of E. B. McCagg one of the defendants to the bill of complaint of Oliver Dennis & others complainants against this defendant & George N. Springer and others -

This defendant now & at all times hereafter saving & reserving to himself all & all manner of benefit & advantage of exception that can or may be had or taken to the many errors uncertainties & imperfections in the said bill of complaint contained for answer thereunto or unto so much as this defendant is advised is material or necessary for him to make answer unto answers & says that he does not know when the said Oliver Dennis & each departed this life nor does he know except from information derived from the complainants & the widow of said Oliver Dennis & from the said complainants Maxime Kercule & Michel

Lucy Pueschel John Schmidt & Matilde Schmidt Alive Dennis Lucy Dennis Joseph Dennis Antone Dennis and also from Jean B. Valliquette and Clara M. Valliquette his wife & Louis Dennis who were the children & heirs at law of said Alive Dennis Senior. But he states from information derived from the aforenamed persons who repeatedly said to him that such was the fact that the only next of kin & heirs at law of said Alive Dennis deceased were the said Lucy Pueschel Matilde Schmidt Alive Dennis Lucy Dennis Joseph Dennis Antone Dennis Clara M. Valliquette & Lucy Dennis -

And this defendant further answering admits that the children of Alive Dennis Senior were apparently of French or Canadian French parentage but states that he does not know where from or when they came to Chicago -

And this defendant admits that at the time they executed the deeds hereinafter named they spoke but little English though they were sufficiently conversant in making a bargain & took no steps that they did not comprehend -

And this defendant further answering admits that sometime through the close

49

not know when Francis E. Blanchard did execute & said Olive Dennis Lewis a Bond or for the land described in said Bill but the terms of said Bond or the conditions thereof are not known to this defendant & he neither admits or denies the statements in said Bill relative thereto, but leaves said complainants to make such proof of the same as they shall be advised is necessary. But this defendant respectfully states that time was of the essence of said Bond & that a failure on the part of said Dennis to pay at the time therein specified forfeited all right to said property

And this defendant further answering admits that as he is informed & believes said Dennis lived for a time, but whether up to the time of his decease this defendant does not know, on said land, and that said Dennis could not pay & did not pay for the same —

And this defendant states that the said Dennis & his said heirs have forfeited said contract & said Bond & said land & moved off of the same & gone out of possession thereof & said Blanchard and that for a long time before the filing of defendant's said land & bond

0

seen necessary to be satisfied. & that this defendant further answering admits that at some time prior this defendant believes on or about the sixth of November A.D. 1851 said Blanchard sold and conveyed said land to Paul Cornell. And that at the time stated in said Bill of complaint said Cornell filed his Bill of Complaint in the Cook County Court of Common Pleas on the Chancery side thereof against the persons named in said Bill of Complaint as defendants And this defendant ~~further~~ claims & insists that upon said Bill a decree was rendered ordering the defendants in said suit & prior to said Paul Cornell the sum of money specified in said decree & with the funds

within thirty days from the date of the entry of said decree together with the costs of suit & that said defendants in default of such payment should be absolutely debarred & forever precluded of & from all Equity of redemption in said Bond & which ~~said~~ decree entered the day of A.D. 18 This defendant for greater certainty refers - But this defendant is unable fully states & alleges that

21

51

long before that time said defendants in this
suit & said Complainants in this suit had
forfeited all right & said land and had
abandoned the same, & did not then
claim any interest in same; and that
said decree although proper was not
necessary to foreclose them & each
of them of & from all right in & to said
property. And this defendant further
answering says that said defendants
did not nor did any one for them pay
said sum of money or any part of it
to said Cornell or into Court or in any
other way; and that the period of time
named/ for & specified in said decree for such
payment elapsed without such pay-
ment being made & that thereby said
decree became absolute & final & said
Complainants forever barred & fore-
closed of all right title or interest
therein & had no interest therein
at this defendants denies —

And this defendant denies all
Equities set up by said Complainants
by reason of or growing out of any
fancied or real deceits in said decree
And this defendant further answering
says that said decree was in all respects
final & did not need further proceedings
to complete the same —

52 And this defendant further answering
denies that said Complainants were at
that time poor; and says that at that time
they said Complainants were together
with said Valliquette fully able to raise
said money if they had decided or design-
ed so to do. And this defendant fur-
ther answering denies that said Valli-
quette was then in his employ & this only
state that said Valliquette was never
either before or since that time or then in
his this defendants employ, but admits
that he said Valliquette was in the employ
of said L. Young & Cannon though in
what capacity he this defendant does
not know

And this defendant further answering
says that he does not know & therefore can-
not either admit or deny the statements
in said Bill contained as to the repre-
sentations of said Valliquette nor whether
said Valliquette went to the office of
said Cannon & McCagy to borrow the
money of said Cannon to pay said
sum required to be paid by said decree

But this defendant further answering
admits that he said Valliquette did at the
office of said Cannon & McCagy advise

him this defendant of said decree & did not
him this defendant to loan & him said
Valliquette a sufficient sum of money, to
pay said decree. And this defendant
further answering denies that said
Valliquette desired to borrow said money
on the security of said premises, & states
that on the contrary thereof said Valliquette
well knew that this defendant knew him
said Valliquette to be thrifty & mean in
money matters & the highest degree
& by so being he could save a penny
and that he said Valliquette desired to
borrow said money on his own account
& credit -

And this defendant avers that said
Valliquette spoke to him more than once
but how many times he does not recollect
about said decree & that he this de-
fendant told said Valliquette that he
was inclined & lend him the money &
would examine & see about said decree.

But this defendant states that up to this
time he had never seen any one of said
complainants to his knowledge, that neither
did he know or care for them, nor did he
ever promise, nor was he ever asked to
promise & loan said complainants this
money or any money whatever —

He this defendant knew that Valliquette was hardworking & industrious and was disposed to help him if it was safe to do so. And this defendant further answering denies that he ever told said Valliquette that he would loan him said money on the security of said premises but on the contrary thereof states that only upon the credit of Valliquette himself & he any idea of loaning said money. And this defendant further answering denies that he ever told said Valliquette that he had deposited or would deposit said money or any money with the Clerk of said Court of Common Pleas or that said Valliquette desired him to do so. And this defendant denies that he ever did deposit said money with said Clerk, or that he ever carried said money to the Office of said Clerk or stated to said Clerk that he had brought said sum of money to redeem said land, or that he ever paid said sum of money to said Clerk for said Cornell or to said Cornell himself to redeem said land for the defendants in said suit. And this defendant further answering admits that said Cornell conveyed said land to him by

55

deed as stated in said bill, but denies that said Conveyance was ever made to him as a security for the payment of the money so paid for said land. But on the contrary he respectfully states that he bought said land & paid for the same & that in extinguishing said Cornells title thereto, he paid & lent said Cornell more than the amount of said decree & interest & more than he would have been obliged to pay if he had intended to redeem said land, and that at the time said buy, sale & purchase was made the right to redeem under said decree had expired.

And this defendant further answering states in this connection that said Vallignette & his wife both ignorant & careless did not fairly exhibit to her or give any money for the purpose of redeeming said property & wished & desired this defendant to buy out the interest if any of said heirs of Alice Lennin in the said land, and this defendant after some negotiations did consent & pay those said Lord & Co for & on behalf of the said persons named as heirs of said Alice Lennin by said Vallignette & took from him for their interest in the same.

And that thereupon the said Mary Dennis
widow of said Oliver Dennis deceased and
Joseph M. Dennis, Antoine Dennis Louis
Dennis, Lucy Pinsochel & her husband
Frank, Matilda Schmidt & her husband
Edward. Clara M. Valligny & her said
husband, & Oliver Dennis being all the
next of kin & heirs at law of said Oliver
Dennis deceased, did, at different
times execute & deliver to this defendant
deeds of their interest in said premises
for a small consideration being as this
defendant recollects the sum of fifty
dollars, the sum of fifty dollars paid to
each one of them, amounting in all
to from a five hundred dollars more
than the whole amount paid said
Cornell for his said title to said land
which deeds ready to be produced and
proven as this Court shall direct are
the same deeds referred to in said
Bill of Complaint —

And this defendant further
answering denies that it was ever
understood by said Complainants or
said Cornell or this defendant that
said deed from said Cornell was made
as security for a loan or for the pay-
ment of moneys advanced for said

complainants, or under any agreement that the same was understood, or that he this defendant ever represented that he paid said money to redeem said land. And this defendant denies that he ever at any time told said Valliquette that he did not understand the matter at all, But on the contrary thereof this defendant respectfully states that his title to said property was never to his knowledge doubted or questioned until a short time before the filing of this Bill when he was called on by a Solicitor of this Court whose name this defendant does not know & advised that there would be a suit brought or something to that effect if he did not make some arrangement — And this defendant most respectfully denies that there was ever any suit or action or his part as a matter of form or generosity to pass said heirs of Olivier Denis any sum whatever, or for any release or Quit Claim whatever or that said Valliquette ever called on him for an understanding as to said transaction or for any settlement in connection with it — And this defendant further states that there was not the

never since had any relation between said Valliquette & this defendant except such as grew out of the fact that said Valliquette was a tenant of the premises of this defendant & Company & Mumma, and as thus brought in frequent (and to this defendant not very agreeable) contact with this defendant. And this defendant denies that Valliquette to any considerable extent ever trusted him or any body else, and states that the said Valliquette is by disposition & customs that he never trusted any body —

And he denies that he ever made any such statements as are in said bill charged, to said Valliquette or that said Valliquette ever relied on any such statements or ever claimed that he or said complainants had any remaining interest in said property or that there was ever any misstatement misrepresentation or deceit of him or to any body else about said land or any transaction connected with the same

And this defendant further answering states that he believes that said Antoine Dennis Louis Dennis & Mary Matilda Schmidt were severally of age at the time said suit of said Cornell was instituted

59 tuted & at the time said deeds were executed & at the time said quit claim deeds were executed by them, and that they so distinctly held themselves out & be at the time, & he therefore denies the allegations in said bill to the contrary.

And this defendant further answering says that said several last named persons having obtained credit and advantage & received money of this defendant by reason of pretending to be of full age (if at the time said deeds were executed by them they were not of full age) cannot now set up such infancy, and that it is too late after having for a long time after they became of age acquiesced in said sale made by them, even if they were at the time of making the same infants to now set up such infancy —

But this defendant denies that either they or the said Alexander Cummins or Sarah Tottle in ever had any interest in said land, & denies that they had any interest in the same at the time said suit was instituted by said Cornell. And this defendant further answering says that he is advised and believes that all the proceedings in said

said instituted by said Cornell were regular & properly conducted, & that said decree was properly & legally & in all respects correctly rendered & was in all respects binding valid & of full force & effect as against all the heirs at law of said Alice Dennis deceased & all of said Complainants —

And this defendant further answering says he has no knowledge respecting the marriage of said Gottstein or the death of said Louis Dennis & can neither admit or deny the same but leaves said Complainants to such proofs of the same as they shall be advised necessary or material —

And this defendant further answering states that said land at the time he purchased the same was unoccupied & as he is informed & believes ever since has been & now is, & that it has been a large annual charge for taxes & no revenue having been derived from same

And this defendant denies all unlawful combinations & confederacy in the said Bill charged, & without this & any other matter or thing material

61 or necessary for this defendant to make answer unto the matters & things herein & hereby well & sufficiently answered unto confessed or avoided traversed or denied is true to the knowledge or belief of this defendant —

All which matters & things this defendant is ready to aver maintain & prove as this Honorable Court shall direct: And humbly prays to be hence dismissed with his reasonable costs & charges in that behalf most wrongfully sustained

E. B. McCagg

E. B. McCagg
Sol'r in person
S. W. Fuller
of Counsel

And afterwards to wit on the Twenty fourth day of June in the Year aforesaid, Josiah L Himes, George A Springer & Nimrod Lancaster & Martha Lancaster, defendants in the Cause filed herein by Rich & Remas their Solicitors their Answers in words and figures following to wit

Answer of James et al

63

State of Illinois
Supreme Court of Chicago.
In Chancery —

The joint & several answer of Josiah L James George A Springer & Samuel Lancaster & Martha Lancaster his wife four of the defendants to a bill of complaint of Oliver Dennis & others Complainants

These defendants now & at all times hereafter saving and reserving to themselves all & all manner of benefit & advantage of exception that can or may be had or taken to the many Errors uncertainties & imperfections in the said bill of complaint contained for answer thereto or to so much thereof as these defendants are advised is material or necessary for them to answer answer admit that they claim some interest in said land deriving title thereto from & through said defendant Ezra B. McCagg this defendant Lancaster now holding the legal title to the south half of said twenty acres in trust for the benefit of the creditors of said James & Springer by assignment from them

64 and holding the title to the said land in
his own right & for his own use & benefit
subject however to a deed of trust to
Jonathan Burd to secure a note of three
Hundred & thirty one Dollars dated 28th
Sept 1863 this defendants Martha Lancaster
being entitled to dower therein as widow
said Nimrod Lancaster

And these defendants further an-
swering say that this defendant Geo.
A. Springer purchased said land in
February A.D. 1863 for the sum of five
Thousand five hundred dollars, being
the price & fair market price thereof at
that time believing the title acquired
by said Springer after due inquiry
in relation thereto perfect & indisput-
able, and further say that said land
was then & has ever since been vacant
unoccupied & unproductive & taxes
annual charge upon them for taxes.

And these defendants further an-
swering deny that they took any con-
veyance of said land subject to any
rights or Equities of said Complain-
ants or either of them therein & deny
that they are chargeable with notice
of such alleged rights or Equities And
these defendants aver that until a short-

time prior to the filing of said Complainants Bill they had no notice or knowledge that said Complainants or either or any of them claimed or pretended to have any right Equities or interest in said premises. And these defendants further answering say that as to all other allegations & averments in said Bill of Complaint they have no knowledge or information except from said Bill & the answer of said Ezra B. McCagg filed herein & require proof as to so much & such parts thereof as said Complainants deem necessary or material. But these defendants deny all unlawful combinations & confederacy in said Bill charged without that any other matter or thing material or necessary for these defendants to make answer to & not herein or hereby well or sufficiently answered confessed or avoided traversed or denied is true to the knowledge or belief of these defendants; all which matters and things these defendants are ready to aver maintain & prove as this Honorable Court shall direct; and humbly pray to be hence dismissed with

their costs & charges in that behalf most
wrongfully sustained.

L. L. James
Ed. F. Springer
Newcd Lancaster
Martha Lancaster
per N. Lancaster

Rich & Thomas
Sols

And afterwards to wit on the Twenty Sixth
day of June in the Year aforesaid Jonathan Burr
and Thomas Wallace defendants in this Cause
by Rich & Thomas their Solicitors filed their
Certain Answers in Words and figures following
to wit

Answer of Burr

67

State of Illinois
Superior Court of Chicago — In Chancery

The joint & several answer of Jonathon Burr & Thomas Wallace two of the defendants to a Bill of Complaint of Alice Dennis & others Complainants —

These defendants reserving to themselves all right of Exception to said Bill of Complaint for answer thereto say That this defendant Thomas Wallace claims all right title & interest to the premises described in said Bill of Complaint & every part thereof that said Wallace having conveyed all his right title & interest to the north half of said premises to Nimrod Lancaster by Quit-Claim Deed dated executed & delivered & bearing date July 28th A.D. 1860 & never having or claiming any interest in the South half thereof —

And further answering say That this defendant Jonathon Burr does not claim any interest in said premises, except that he is the Trustee mentioned in certain Deed of Trust dated September 28th A.D. 1860 made by said Thomas Wallace & Nimrod Lancaster conveying the said north half of said premises to said Burr in Trust

to secure a certain promissory note for the sum of Three Hundred & Thirty nine Dollars in said deed of Trust particularly described which said Trust deed is recorded in the Recorders Office of said Cook County in Book 201 of Deeds Page 565, but this defendant does not know who is now the legal holder of said promissory note & with this exception this defendant Jonathan Burr disclaims all right title & interest to said premises —

And these defendants deny all & all manner of unlawful combination & confederacy wherewith they are by said Bill charged, without this that there is any other matter or thing therein material or necessary for these defendants to answer & not herein well & sufficiently answered confessed traversed & avoided or denied is true to the knowledge or belief of these defendants all which matters & things these defendants are ready to aver maintain & prove as this Honorable Court shall direct & humbly pray to be hence dismissed with their costs & charges in that behalf most wrongfully sustained

Nich. H. Thomas
Sol. for said defts

Thomas Wallace Spencer & Lancaster
Jona. Burr

And afterwards to wit on the Twenty eighth day of June in the Year aforesaid — Said day being one of the days of the June Term of said Court the following Among other proceedings were had in said Court and entered of record to wit

Heirs Dennis Joseph Dennis Antonio Dennis Alexander Dennis Marjorie Dennis Sarah Somerhall and Lucy Somerhall, Joseph Brozzel, and Maria Brozzel, John Schmidt, and Mary Matilda Schmidt, Theodore Gottstino and Sarah Gottstino

Bill

vs

Ezra B McCagg, George A Sprague Josiah L James Thomas Wallace Nimrod Lancaster and Martha Lancaster Jonathan Parr, Albert S Batchelor Stella Thompson Widow and James Thompson ~~and~~ Ellen Thompson and Charles Thompson heirs at law of Philo H Thompson deceased. John B Valliquette and Margaret Valliquette

This day Comes the Said Complainant by D Pickett their Solicitor and having filed the Amendment to the Bill of Complaint on Motion it is ordered that M L Perkins be and is hereby appointed a Guardian ad litem for James Thompson and Charles Thompson two of the above named defendants in this Cause who are Minors under the age of twenty one Years and incapable by reason thereof of appearing to defend them and it is ordered that said Guardian ad litem file his Answer on behalf of his said Wards

70 And afterwards to wit on the Eighth day of July in the Year aforesaid the Complainants in this suit by D P Wilder their Solicitor filed their certain Replication in words & figures following to wit

Replication

71

State of Illinois
Cook County ss. Superior Court of Chicago
In Chancery

Alexander Dennis
et al
vs
Eph B. McCagg et al

The replication of said Complainants to the answers of the said defendants heretofore filed in said cause

These replicants saving & reserving to themselves now & at all times hereafter all & all manner of benefit & advantage of exception which may be had or taken to the manifold insufficiencies of the said answers for replication thereunto say, that they will aver maintain & prove their bill of Complaint to be true certain & sufficient in law to be answered unto and that the said answers of the said defendants are uncertain untrue & insufficient to be replied unto by these replicants without this that any other matter or thing whatsoever in the said answers contained material or effectual in the law to be replied unto and not herein & hereby well & sufficiently replied unto confessed & avoided traversed & denied is true. All which matters and

things these replicants are will be ready
72 to ascertain & prove as this Honor-
able Court shall direct & humbly pray
as in their said Bill they have already
prayed

L. P. Wilder &
D. L. Veazie
Solrs for Complts

And afterwards to wit on the Sixteenth day of
July in the Year aforesaid the Defendants in this
suit, Stella Thompson and Ellen Thompson
and of James Thompson & Charles Thompson infants
by H. L. Perkins their Guardian ad litem
filed their Cattle Answer in words and
figures following to wit

Answer of Stella Thompson et al

73

State of Illinois
Cook County } Superior Court of Chicago
June Term A.D. 1861

Alexander Dennis
et al
vs.
Ezra B. McCagg et al } In Chancery

The joint & several answers of Stella Thompson & Ellen Thompson and of James Thompson & Charles Thompson infants under the age of twenty one years by M.L. Perkins their guardian ad litem defendants to the Bill of Complaint of the said complainants -

These defendants now & at all times hereafter saving & reserving to themselves all manner of benefit & advantage of exception to the many errors &c in the complainants said Bill of Complaint contained for answer thereunto or unto so much or such parts thereof as these defendants are advised that it is not material for them & unto answer unto; they answering say: That they are informed & believe that Ezra B. McCagg one of the defendants named in said Bill of Complaint conveyed the said land described in said Bill on or about the 1st day of October A.D. 1852 to Ellen Thompson since deceased & that the

husband of said defendant Stella Thompson and father of said defendants Ellen James & Charles Thompson: And that said Philo H. Thompson afterwards in his life time conveyed said land or gave a bond obliging himself to convey the same to Albert S. Watchorn one of the Codefendants named in said Bill of Complaint as will more fully appear from the records of Cook County to which said defendants beg leave to refer for greater certainty.

And these defendants further answering say that they are strangers to and ignorant of all & singular the other matters contained in said Bill of Complaint & submit their interest in the premises to the protection of this Honorable Court.

And these defendants deny all unlawful combination & confederacy &c and humbly pray to be hence dismissed with their reasonable Costs & charges in this behalf most wrongfully sustained.

Stella M. Thompson
Ellen Thompson
James Thompson
Charles Thompson
by M. L. Perkins their
Guardian ad Litem

78

And afterwards to wit on the day
& two was filed in the office of
the Clerk of the Said Court a Certain Notice in
words and figures following to wit

Notice of D P Wilder

77 State of Illinois
Cook County } In Superior Court of Chicago
In Chancery

Alexander Demmistead
vs
Ezra B. McLaggstead
" "

E. B. McLaggy Esq
& Messrs Rich & Thomas Solrs in said Cause

Please take notice that on Friday the 7th inst at ten o'clock A M or as soon thereafter as Counsel can be heard in the Chambers of the Chief Justice of said Court I shall apply for a Rule requiring you to take & complete your testimony & proofs in said Cause within a reasonable time to be fixed by said Court

D. P. Wilder
Solr for Complt

4.68 ½

Superior Court of Chicago

In Chancery

Alexander Lowrie

Pltff

vs

Egra B. McCoy & wife

Affidavit

Rec'd a copy of the
within Tuesday 8th day
March A.D. 1862

E. B. McCoy

N. D. Rich

Order March 4th 1862

79

And afterwards to wit on the Seventh day of March in the Year of our Lord One Thousand Eight Hundred and Sixty two. Said day being one of the days of the March Term of the Said Superior Court of Chicago. The following among other proceedings were had in Said Court and entered of record to wit

Oliver Dennis et al
vs
Ezra B McCagg et al
Bill in Chy

And now at this day again Comes the parties to this Cause and by agreement of parties and on motion of Complainants Solicitor it is ordered that defendants be and are hereby required to rebut the proofs in this Cause after Sixty days and that all proofs to be taken be finally closed within that period of time from the entry of this order in this Cause

And afterwards to wit on the Twelfth day of May in the Year aforesaid. Said day being one of the days of the Said May Term of Said Court the following among other proceedings were had in Said Court and entered of record to wit

Oliver Dennis Joseph Dennis et al
vs
Ezra B McCagg et al
Bill

This day again Come

the Parties to this Cause, and it appearing to the Court that the proofs necessary in this Cause have been taken and filed it is ordered that the Cause stand for hearing upon the Bill of Complaint the Answers proofs and exhibits and that the Same shall be taken up for final hearing as the Court shall hereafter determine and appoint

And afterwards to wit on the Third day of December in the Year aforesaid Said day being one of the days of the December Term of Said Court the following among other proceedings was had in Said Court and entered of record to wit

Olivier Dennis Joseph Dennis. Antoine Dennis
Alexander Dennis Marianie Hercule Seneschal, Lucy
Seneschal. Joseph Brozzel and Marie Brozzel.
John Schmitt and Mary Matilda Schmitt
Amedeline Gottstein and Sarah Gottstein

vs

Decree dismissing Bill

Ezra B McCagg, George A Stringer Josiah
L Jones, Thomas Wallace, Nimrod Lancaster and
Martha Lancaster Jonathan Burr, Albert S Batchelor
Stella Thompson Widow and Ellen Thompson James
Thompson and Charles Thompson heirs at law of
Philo H Thompson deceased John B Valliquette and
Margaret Valliquette

And now this Cause

having been fully heard by the Court upon the pleadings and evidence of the respective parties and the Arguments of Counsel, and the Court being fully advised does order adjudge and decree that the bill in this Cause be dismissed at Costs of Complainants

And thereupon said Complainant prays an appeal herein to the Supreme Court of this State from the judgment of this Court which is allowed to him upon filing bond in ten days in penalty of two hundred dollars & with Security to be approved by a Judge of this Court Conditioned as the law directs

And afterwards to wit on the Twelfth day of December in the year aforesaid said day being one of the days of the December Term of said Court the following among proceedings was had in said Court and entered of Record to wit

Olivier Dennis et al

vs

Ezra B McCagg et al

And now on this day again Comes said Complainant by D R Wilder their Solicitor and on their motion it is ordered that time for said Complainant to file appeal bond herein be and is hereby extended ten days from this day

82 And afterwards to wit on the Sixteenth day of December in the Year last aforesaid the Complainants in this Cause filed herein their Cetain Appeal bond in words and figures following to wit

Bond Dec 16 1862

83

Know all men by these presents that we John C. Haines, D. P. Wilder and Daniel Shepard, are held & firmly bound unto Ezra B McCagg, George A. Springer, Josiah L. James Thomas Wallace, Nimrod Lancaster, Jonathan Burr, Albert S. Waterhouse, Stella Thompson, Ellen Thompson, James Thompson, Charles Thompson, John B. Valignette, & Margaret Valignette in the sum of Two hundred Dollars lawful money of the United States for the payment of which, well & truly to be made we bind ourselves, our heirs & administrators, jointly severally & firmly by these presents.

Witness our hands & seals this 5th day of December Ad. 1862.

The condition of the above obligation is such that whereas the said Ezra B. McCagg, George A. Springer et als did on the day of Ad. 1862 before the Honorable John M. Wilson Chief Justice of the Superior Court of Chicago, obtain a decree of said Court against Alexander Dennis, Oliver Dennis Joseph Dennis Antoin Dennis et als dismissing the bill of complaint filed in said cause at the cost of the said Complainants Alexander Dennis, Oliver Dennis et als from which said decree & judgment the said Alexander Dennis, Oliver Dennis et als complainants in said bill of complaint mentioned have taken an appeal to the Supreme Court of the State of Illinois.

Now if the said complainants Alexander Dennis Oliver Dennis et als shall prosecute their said

appeal with effect and shall pay whatever judgment may be rendered by said Supreme Court upon dismissal or trial of said appeal, then the above obligation to be void otherwise to remain in full force and virtue.

John C Haines. (Seal)
D.P. Wilder. (Seal)
Daniel Shepard (Seal)

Appd. John M. Wilson. C.J.
Superior Ct of Chicago

During the hearing of this Cause, the Complainants herein by their Solicitor D P Wilder offered in evidence a Certain Bond for Deed from Francis G Blanchard & Oliver Dennis, marked Exhibit "A" The Depositions of Walter Kimball, Paul Cornell and Mary Dennis marked Exhibit "B", and the Depositions of Samuel Wentworth Mark and E A DuBois with the accompanying exhibits, and marked Exhibit "C", which are hereto attached and form a part of the Transcript, Also the Exhibits mentioned in the Depositions of Paul Cornell and marked Exhibits "D" and hereto attached

85

And also on the hearing of said Cause the Defendants Counsel by their Attorneys offered in evidence Certain Deeds marked, dated, and numbered as follows & to wit
Deed of Francis G Blanchard & Mary Blanchard to Paul Cornell dated Nov 6th A D 1851 and marked Exhibit "E"

Deed of Paul Cornell to Ezra B McCagg dated the 10th day of May A D 1852 and marked Exhibit "F"

Deed of Joseph M Dennis & Ellen Dennis to Ezra B McCagg dated the 8th day of May A D 1852 and marked Exhibit "G"

Deed of Marcini Marcelo Semchal & Lucy Semchal Jean B Valliquette & Clara M Valliquette John Schmitt & Matilda Schmitt, Oliver Dennis & Lucy Dennis to Ezra B McCagg dated the 10th day of May A D 1852 & marked Exhibit "H"

Deed of Mary Dennis to Ezra B McCagg dated the 17th day of July A D 1852 & marked Exhibit "I"

Deed of Antonio Dennis & Louis Dennis to Ezra B McCagg dated the 28th day of August A D 1852 and marked Exhibit K

Also a Certain Petition filed in the Cook County Court of Common Pleas on the 24th day of January A D 1857 by Francis G Blanchard vs Mary Dennis and Olivier Dennis and marked Exhibit "L"

Also the Summons issued by the Clerk of the said Cook County Court of Common Pleas in the above entitled Cause and dated the 24th day of January A D 1857 & marked Exhibit "M"

Also the Decree entered of record (in the said Court & in the same Cause) Nov 26th A D 1857 and marked Exhibit "N"

All of which Deeds - Petition - Summons and Decree are attached hereto and form a part of the Transcript

Copyist "A"
No Carter
Chas
87

Know all men by these presents that
Francis F. Blanchard of the County of
Cook and State of Illinois is held & firmly
bound unto Oliver Dennis of the County
of Cook and State of Illinois in the penal
sum of Two Thousand Dollars to be paid
unto the said party of the second part
his heirs executors administrators and
assigns to which payment well & truly
to be made I bind myself heirs Execu-
tors administrators and every of them
firmly by these presents — Sealed with my
seal this Twenty sixth day of April A.D. One
Thousand Eight hundred and forty seven.

The condition of the above obligation is
such, That whereas the above bounden
Francis F. Blanchard has this day sold
to the said Oliver Dennis his heirs & assigns
for the sum of One Thousand Dollars Four
Hundred and fifty dollars in hand paid.
Three Hundred dollars on the first day
of May A.D. one Thousand Eight hundred &
forty eight and Two Hundred and fifty
dollars on the first day of May A.D. One
Thousand Eight hundred and forty nine
with interest at six per cent: All his right
title and interest in the following described
lot or parcel of land Lot No. Seven (7)
described lot No. Twenty acres of the South

end of the East half of the South west quarter of section thirty four in Township thirty nine, north of Range fourteen East of the third principal meridian the twenty acs. to be taken parallel with the South line of the said tract with the buildings and all that appertaineth unto it is understood the taxes to be paid by the party of the second part. Upon the payment of said sum being made at the time in the manner afore said the said Blanchard his heirs Executors and assigns covenant & agree & with the said Olive Dennis his heirs Executors administrators & assigns to execute a good and sufficient deed of conveyance in fee simple free from all incumbrance with full & proper covenants of warranty for the above described premises- Now if the said Blanchard shall well and truly keep observe and perform the said covenants and agreements herein contained on his part, then this obligation is to be void otherwise to remain in full force and virtue

Read & delivered in presence of
H. L. Rucker

Francis Blanchard (Seal)

89 State of Illinois
County of Cook ss. I Henry L. Rucker
a Justice of the Peace in and for said County
do hereby certify that Francis E. Blanchard who is personally known to me
as the same person whose name appears above, this day appeared before
me & acknowledged that he executed
and delivered this Bond freely and vol
untarily for the uses and purposes
therein set forth. Given under my hand
and seal this 25th day of April 1867
H. L. Rucker (Seal)

Filed the 25th day of April A.D. 1867
Recd. 22 of Decr at Page 432 ?

Brought forward

Funeri Flandusi

to

Plinio Secundo

April 6th 1852

97

Paul Bonnell

vs.

Mary Dennis as administratrix of Oliver Dennis deceased Oliver Dennis Joseph Dennis Antoine Dennis Jacob Dennis Alexander Dennis Lewis Dennis Margaret Valletta Mary Matilda Sweit Lucy Vincent Hall Harriet Bonnell and all other unknown heirs of Oliver Dennis deceased.

In Chancery

Bill

On reading and filing the report of George Manierre Master in Chancery of Cook County to whom it was referred by an order heretofore entered in this Cause to take proof of the matters facts and allegations and circumstances stated in the Bill and report thereon with all convenient speed— And it appearing to the Court by said report & the Certificate thereof filed on the twenty sixth day of April A.D. 1852 the said Francis L. Blanchard Complainant in the original Bill executed and delivered to one Oliver Dennis then of Cook County aforesaid bachelor deceased and then the husband of said Mary Dennis a deed under his hand and seal bearing date the day and year

92

aforesaid in the penal sum of Two Thousand Dollars with a condition under written in substance that the said Blanchard on said day sold to said Oliver his heirs & assigns Forty acres off of the South end of the East half of the North East quarter of Section Thirty four in Township Thirty nine North of Range Fourteen West of the Third Principal Meridian. The Forty acres to be taken parallel with the South line of said tract with all the appurtenances and buildings thereto belonging lying in said County of Scott for the sum of $1000.00 payable as follows to wit: $450.00 in hand paid and three Hundred $300.00 on the first day of May A.D. 1848. and $250.00 on the first day of May A.D. 1849. to be paid with interest at Six per cent per annum, the aforesaid payments being made at the time and in the manner aforesaid the said Complainant would execute to said Oliver his heirs and assigns a good & sufficient deed of conveyance for said premises in fee simple free from all incumbrances with full and proper Covenants of warranty and that thereupon the said bond should be void and that no part of the purchase money of said land subsequent to the first

93 payment of $450.00 has since been made on said bond, and that there is now due thereon up to the date of said report of principal and interest the sum of ($711.00) seven hundred and eleven dollars, and that the said Alice Dennis entered into the possession of the said premises on the execution of said bond, and that the same have continued in the possession of himself and his family since his decease & this time, and that the total value of the land & tenements during said period has been five hundred and sixty dollars and twenty five cents. And that since the time said last payment became due the said Blanchard had on two different (times) occasions tendered a deed of conveyance of the premises aforesaid with full & proper covenants of warranty free from incumbrances duly executed and acknowledged by said Blanchard and Mary his wife to Mary Dennis as the administratrix of said Alice Dennis and demanded the payment of the money due on said Bond, and that said payment was refused. And that on the twenty ninth (29) day of March A.D. 1864 letters of administration on the Estate of the said Alice Dennis were issued by the Probate Justice of Cook County to said Mary

94 and to which said letters are not entitled
and that the estate of said Alice is worth
less. and that said administrators have
money to make payment on said bond &
with. And it further appearing by
the said report that said premises afore
conveyed by said Francis V. Blanchard
and Mary his wife to Paul Cornell by said
Claim deed bearing date the 6th day of
November A.D. 1851 in consideration of the
sum of Seven Hundred Seventy dollars
which said deed was duly acknowledged
executed and recorded in book 45 of Deeds
8 Page 56. in the office of the Recorder of Cook
County aforesaid —

And said master having also reported
that in his opinion the prayer of the bill
should be granted upon a refusal by the
defendants to pay the sum of $711.00 now due
on said bond within a time to be fixed by the
Court and that in case the same should not
be paid within the time fixed that the said
bond should be cancelled and the said de
fendants forever barred of all equity and
said bond in and to said premises by virtue
thereof —

And thereupon on motion of E. S.
Williams Solicitor for the Complainant
it is ordered that said report be and the

100

of the said defendants as Children & heirs of said Oliver Dennis deceased a good and sufficient deed of conveyance of said premises in fee simple with full & proper Covenants of warranty free from all incumbrances. And that in default of said defendants paying or causing to be paid to said Complainant said sum of $7.11. with interest and costs within said period aforesaid then it is ordered adjudged and decreed that the said decree in the original bill against Mary Dennis stand confirmed and that the said defendants herein named & all persons claiming under them or either of them and all unknown heirs of Oliver Dennis deceased do stand absolutely debarred & foreclosed of & from all Equity under said bond in & to said premises which are described as Twenty acres off of the South End of the East half of the South west quarter of Section Thirty four Township Thirty nine (39) north of Range thirteen (13) East of the Third Principal meridian in said County of Cook, and that the said bond be & the same is hereby cancelled and declared void. And it is decreed that the same be delivered up to the said Complainant —.

101

And it is further ordered and decreed that said defendants pay the costs of this suit and that said complainant have execution therefor

(Signed) Mark Skinner

"Book G."
Page 499

State of Illinois
Cook County ss: I Thomas B. Carter Clerk of the Superior Court of Chicago (formerly Cook County Court of Common Pleas) within for the County of Cook and State of Illinois do hereby certify the foregoing to be a true & correct copy of a decree made & entered of record in said Court on the 6th day of April A.D. 1862 in a certain cause wherein Paul Cornell was complainant & Mary Dennis adm'x &c et als defendants

Witness my hand & the seal of said Court at the City of Chicago in said County & State this 17th day of January A.D. 1862. Thos. B. Carter Clerk

(L.S.)

Exhibits referred to
in deposition of
Walter Kimball

3

No 3

Chicago Ill. April 22 1852

Friend Paul

I am afraid you will lose your Dennis land. Mr E.B. McLagg has this morning called to see you and said that he intended to redeem it. He said that Judge Skinner told him that 30 days were given from 13th April to do so. The decree gives 30 days. Kimball writes to enter the decree and I have altered it as to taxes & will return it to him to day. Nothing else very new here I had almost forgot to mention that a gentleman from St Louis whose card I enclose called yesterday about this Dennis land, wanted to buy it. Your only resource is to buy out the heirs if you can, and it must be done quick or McLagg will be before you

I understand that Fiddle is expected here soon

Yours Truly
William T Barron

P. Cornell Esq.
Channahon Ills

(Encl. No 2 Return to in Application
St. Land Commr. - Dra Draft
Payable in Chicago &c)

Exhibit 3 referred to
in deposition of
Burt Connell.

105

State of Illinois } Superior Court of
County of Cook ss: } Chicago
In Chancery

Oliver Dennis et al)
vs.)
Ezra B. McLagg et al) The deposition
of witnesses produced sworn and
Examined on the part of the complain-
ants in the above entitled cause and
taken before me Wm Scott one of the
masters in Chancery of the Superior
Court of Chicago by consent.
The said complainants by their Solic-
itor and defendant McLagg in per-
son appearing before me this 19th
day of September A.D. 1861 at my
office in the city of Chicago at which
time & place the following proceed-
ings are had.

Mary Dennis a witness produced
sworn and Examined on the part of
complainants deposes & says
(The above witness being unacquaint-
ed with the English language Mr
C. H. Spencer of Chicago was duly

106 sworn as interpreter. And the said witness was duly sworn, and her deposition taken through such interpretation said witness speaking the French language

1st Int. State your name age and residence

Answ Mary Dennis, aged forty nine years I reside at Elgin Illinois.

2d. Are you the widow of Oliver Dennis deceased and if you are state when he died.

Answ Yes. He died Eleven years ago on the sixth of February last.

3d Now many children had you and Oliver Dennis living at the time of his death?

Answ We had ten.

4. State the time when each one of the children were born.

Answ The oldest was born on the 17th of April I dont Know the year. I was married in the year 1820. and he was born a year after our marriage he was born nine months & fifteen days after our marriage. His name is Oliver. The next a daughter named Marie was born on the twenty ninth of August I cannot tell the year. She was born

107 in August following the year of the birth
of the first child. She was a year after
the birth of the first child and three
April to the next August. This daughter
is married to Joseph Brosseau (I
cant write myself and cant spell
her name) She married him a long
time ago. has seven or eight children
Its so long a time I dont know
She has been married about eighteen
or nineteen years. She lived up to the
time I had news from her which was
" a year ago with the same husband

5. State the name, and when your third
child was born?

answ A daughter named Lucille born on
the eighth of March. I dont know the
year. It was a year after the birth
of the second child from August
to March. She has been married a
long time. She was married to Mr
Jim Theschelle. She still lives with
the same husband at Chicago

6. State the name & the time of the birth
of the fourth child.

answ A daughter named Margaret
born on the 26 of October, two years
after the birth of the third child. and

the difference between March & October.

7. Is this one married and to whom?

Answ Yes. to John Baptiste Valliquette of Chicago, with whom she still lives in Chicago

8 State the name and the time of the birth of your fifth child?

Answ Narcisse. born the twenty fifth of April. I dont know the year. It was a year and the difference from October to April, after the birth of the fourth child. He is not living. He died in Canada. He died twelve years ago.

9 State the name and the time of the birth of your sixth child?

Answ Matrie. He was born the twenty fourth of October. I dont know the year. It was a year and the difference from April to October after the birth of the fifth child. His full name is John Joseph Olivier Matrie. He usually went by the name of Joseph We usually call him by the name of Matrie

10. State the name & the time of the birth of your seventh child?

Answ John Joseph Olivier Levy Louis.

109 He generally goes by the name here of Louis. He was born the Eleventh of September. Cant tell the year It was one year and about ten months after the birth of the Seventh child It was one year and from October to the next September after the birth of the sixth child. He is not alive. he died at Chicago, Cant recollect the time.

11. Cant you fix the time of his death in any way?

Answ About five years ago, I think.

12. Do you recollect the month he died

Answ He died the day of his birth the Eleventh of September.

13 State the name and the time of birth of your eighth child?

(The witness here states that he has shipped one child)

14. Name your children in their order of birth from the first to the Eighth give the christian name they are usually known by here?

Answ Olive the first. Marie the second the third Lucille the fourth Margaret the fifth Narcisse the sixth Joseph, the seventh Antoine.

15 State when Antoine was born?
Answ Seventh of December. I cant tell the year. Two years & the difference between October and December after the birth of Louis -
16 State whether Louis is not younger than Antoine?
Answ Yes.
17 When did you mean to say that Antoine was born two years and the difference between October and December after the birth of Louis?
Answ No. I meant that Louis was born two years after Antoine and the difference as stated
18 State how long the birth of Antoine was after the birth of Joseph?
Answ Two years and the difference from October to December
19 State the name & the time of birth of the eighth child?
(Above question withdrawn)
20 Which is the next child after Antoine?
Answ Louis.
21 State the time of the birth of Louis?
Answ Eleventh of September. dont know the year.
22 How long after the birth of Antoine?

111

Answ One year going from the Twentieth of August to the Eleventh of September.

23 What month did you say Antoine was born?

Answ The twentieth of December

24 You state that Louis was born the Eleventh of September, how long was it after the birth of Antoine?

Answ One year and the difference from the twentieth of December & the Eleventh September -

25 When did Louis die?

Answ I cant tell very Exactly. about five or six years ago:

26 Was he ever married?

Answ No.

(Defendants Solicitor here objects to the testimony of this witness on the grounds of interest)

27 Who is the next child after Louis?

Answ Matilda

28 When was she born?

Answ Twenty ninth of August.

29 How long after Louis?

Answ Two years.

30 Do you mean just two years or a year and the difference from August to September?

Answ Two years and eleven days.

31 Would it be two years and Eleven days or a little less than two years?

Answ Less than two years, two years less the difference between the two dates of August & September.

32 Is Matilda married, When & to whom?

Answ Yes. I dont know when. To John Schmidtt of Chicago.

33 State about how long she has been married?

Answ About Eleven years.

34 Does she still live with the same husband?

Answ Yes.

35 Who is the next younger child after Matilda?

Answ Alexander

36 State the time of his birth, How long after the birth of Matilda?

Answ The third of May. one year and the difference from the month of January to May.

37 State the name of the next younger child after Alexander?

Answ Napoleon

38 Is he still alive?

Answ No.

39 When did he die?

Answ A long long time ago

40 About how old was he when he died?

Answ About a year and a half seventeen months-

41 Did he die before 1850?

Answ Yes.

42 What is the name of the next child now living after Alexander?

Answ Sarah

43 When was Sarah born?

Answ The Twenty ninth of January. I dont know what year

44 How long was it after the birth of Alexander?

Answ I cant give it from Alexander but can from Napoleon

45 State when Napoleon was born?

Answ The fourth of June.

46 How long from the date of Alexanders birth to that of Napoleons how long after?

Answ Two years and a months- I mean two years & a months.

47 When was Sarah born?

Answ The twenty ninth of January

48 How long was it after the birth of Napoleon?

Answ Two years and the difference between the twenty ninth of January and the fourth of June.

(Cross Examination)

Cross Ext 1. Where were you born?

Answ At Montreal. Upper Canada

2. At what year was this?

Answ Dont Know, too long ago.

3 Where were you married?

Answ At St Michael not far from Montreal

4. What was your age at the time of your marriage?

Answ Thirteen years and a half.

5. By whom were you married?

Answ Mr Gilbert.

6. Where did you live from the time of your birth & the time of your marriage?

Answ I lived at St Michael from the time of my birth & the time of my marriage

7. Were you born in a city, village or in the country?

Answ I was born in the country in the parish of St Michael (I cant tell how large the parish is, but it may extend to fifteen leagues.

8 How far is this parish from Montreal

Answ I dont know

9 What is the name or what was the name

115

of the village nearest to the place of your birth?

Answ The village of St Michael was the nearest. I was born in the country

10 How long did you reside at St Michael after your marriage?

Answ Three or four years.

11 How many of your Children were born there?

Answ Three. The last one was one month old when I left

12 In what month did you leave there in what year?

Answ I dont know.

13 Where did you go to from there?

Answ To the city of Iberville in Canada.

14 How long did you remain there?

Answ Three or four years.

15 How many of your children were born there?

Answ Three

16 What were their names?

Answ Matrie and Narcisse. by Matrie I mean Joseph.

17 What was the name of the third child born there?

Answ Marguerite was born at St Thomas where we stopt a short time before we went to Iberville.

18 How long did You remain at St Thomas?

Answ I Cant tell. We went to See Some relatives who were living there Some five or Six months.

19 did You reside at St Thomas, or were You only visiting?

Answ We stopt there five or Six months We lived there.

20 Were your husband & children there with you?

Answ Yes.

21 Where did you go from St Thomas?

Answ To Surrelle

22 How long did you reside at Surelle?

Answ Three or four years.

23 Where did you go from there?

Answ Montreal

24 How long did you live at Montreal?

Answ a very long time

25 How long a time do you think?

Answ I dont Know

26 Do you think it was ten years?

Answ A great deal more.

27 Do you think it was fifteen years?

Answ From fifteen to Eighteen years

28 Where did you go from there?

Answ To Chicago.

29 How long have you lived in Chicago?
Answer Twelve or thirteen years. Cant tell exactly
30 May it not have been more?
Answ I think not. It may be so.
31 Where did you live when you first come to Chicago?
Answ In the first place we bought a house on Franklin street where we lived.
32 Was your husband with you at this time?
Answ Yes.
33 How long did you live in this house on Franklin street?
Answ We hired one winter there, from the month of October to April.
34 Where did you go from there?
Answ We went on some twenty acres of land that my husband bought five miles from Chicago
35 Is that the same land about which this suit is brought?
Answ Yes.
36 How long did you live there?
Answ Four years and a half
37 What year did you leave there?
Answ I dont Know.
38 Where did you go from there?

Answ Into the city of Chicago on Randolph street

39 Have you been more than once married

Answ only once

40 Had You a house on this farm?

Answ We had a nice house.

41 Who went into it when You left it?

Answ Olive the oldest, he being the guardian rented it to Mr Sam Lake or some such name.

42 For how long a time was it rented and at what rent?

Answ For three years, at three hundred dollars a year.

43 Where did you live when your husband died?

Answ There on the farm.

44 In what year did he die?

Answ I dont know. I dont carry it in my memory. I have marked it down somewhere; I know the day that he died but dont know the year.

45 In what month was your son Louis born?

Answ The Eleventh of September

46 In what month was Antone born?

Answ The Twentieth of December

47 Was Sarah married. If so when ?
Answ Yes. one year ago the tenth of January last.

48
Subscribed and Sworn to before me this 19th day of September A.D. 1861
Ira Scott
Master in Chancery
of the Superior Court of Chicago

WW WS Dyrs

1862
Jany 20 Parties appeared Complainants by their Solicitor. Deft McCagg in person
Walter Kimball a witness produced sworn and examined on the part of the complainants deposes & says
1st Int State your name, age, residence and occupation, and do you know the parties to this suit ?
Answ Walter Kimball, am fifty years of age and reside in the city of Chicago. I am engaged in closing up my business as former Clerk of the Cook County Court. Cook County Court of Common Pleas, and the Superior Court of Chicago. I know Alexander Dunn

120 one of the Complainants. I know most of the defendants Excepting the non residents

2° State whether you were the Clerk of the Cook County Court of Common Pleas during the years 1851 and 1852?

Answ I was.

3° State whether there was a suit brought by Paul Cornell against Mary Dennis administratrix and the heirs of Alvira Dennis deceased in the Cook County Court of Common Pleas on or about the second day of December 1851?

Answ There was

4. State whether you have the original papers in that suit. If you have state how they are designated?

Answ I have the original papers, the general number of the Case is 4433 in Chancery The papers are entitled Paul Cornell vs Mary Dennis administratrix of Alvira Dennis deceased. Alvira Dennis & others heirs at law.

5 State whether any decree was rendered in above entitled suit, & if yea state what is or are the date of said decree?

Answ There was a decree Entered in this suit on the sixth day of April 1852 in Book

121 6 Page 499 I think.

6. State whether any decree was ever entered in said cause subsequently to the decree you have just spoken of?

Answ I dont remember of any having been entered.

7. Look at the paper marked Exhibit 1. and state if it is a certified copy of that decree?

Answ It is

8 State whether or not Ezra B. McCagg. one of the defendants in the present suit ever came to your office as Clerk of that Court for any purpose connected with the suit of Cornell against Mary Dennis administratrix &c. If yes state fully & particularly what occurred and what was said at the time.

Answ Mr McCagg came into my office sometime within the thirty days in which the amount of money was to be paid under the decree entered and made inquiries in relation to the payment of the money under the decree. I knew that Mr McCagg was not one of the parties to the suit or was not to my knowledge engaged in it as Solicitor. My impression

22 is that Mr McLaggy wished to pay the amount of money decreed to be, him some seven hundred and odd dollars. I asked Mr McLaggy what he had to do with it. He told me that he wished to protect the interest of Mrs Dennis for the heirs. I think I told him that he had better go to Mr Connell and settle the matter with him or words to that effect. I believe that that is about all that occured.

9. State whether Mr McLaggy brought any money or deposited any money with you for any purpose connected with that suit. If yea, state whether he said anything about his purpose for bringing to or depositing any money in your office state fully and particularly all that was said or done by Mr McLaggy at the time

Answ My impression is, but of this I am not certain, that Mr McLaggy did bring the money with him. If he did he took it away with him and did not make any deposit in the case. He was in my office but a very few minutes and what was said by

128 him at that time I have already stated I believe that is about all the Conversation as near as I can recollect.

10. State what your recollection is as to the manner he brought the money whether it was in coin. and how it was brought. what kind of a package

Answ My impression is that Mr McCagy brought the money in coin. I think he had it in a handkerchief.

11. State whether he named any parties for whom he proposed to pay this money or for whose benefit if you can recollect what his language was use it as near as you can?

Answ He did not state the names of any parties, except that he wished to protect the interest of Mrs Dennis & the heirs.

(Cross Examination)

12 Cross Were any steps taken at this time by Mr McCagy towards paying or depositing this money other than what you have stated?

Answ Not to my knowledge

Do you recollect how long previous to the expiration of the time limited by this decree for the payment of this money Mr McCagy had the

124 conversation with you. Please give you best impression if you do not recollect distinctly as to the number of days.

Answ I dont remember the number of days But my impression is that it was but a very short time before the time expired

3' Did you ever have any of the interviews with Mr. McLagy in relation to the deposit of this money?

Answ I never had.

(Direct examination resumed)

12 State whether or not you are sure that Mr. McLagy did not deposit this money?

Answ I am sure he did not deposit it. I never received it. I never put my hands on it. I never counted it. I saw it. I saw the outside of the handkerchief which I supposed contained the coin

Subscribed and Sworn to before me this 20 day of January A.D. 1862

Ira Scott
Master in Chancery
of the Superior Court
of Chicago

Walter Kimball

125 Paul Cornell a witness produced sworn and Examined on the part of the Com. plainants deposes and says.

1st Int State your name age residence and occupation, and do you know the parties to this suit?

answ Paul Cornell am aged about thirty eight, reside at Hyde Park. I know one or two of the Complainants, and defendants McCagg Mr Springer and Col James

2d State whether you were the Com plainant in the suit of Paul Cornell against Mary Dennis administratrix and the heirs of Oliver Dennis deceased brought in the Cook County Court of Common Pleas on or about the second of December 1851. If so state the nature and object of that suit. whether any decree was rendered.

answ Yes. The object was to foreclose the right of the heirs and vest the title to the land described in the Bill of Complaint in Complainant. There was a decree rendered I think.

3d State whether you remember the date of that decree and the terms?

answ I have a letter here written by Mr

126 Barron Dec. By which I refresh my memory, which states that Hoyt H. Skinner said the decree ran thirty days from the thirteenth of April. That is all I remember about the date of the decree. It was about that time.

4. State whether any of the defendants in that suit or any person for them ever paid the sum mentioned in that decree or any sum for any purpose connected with the land described in the decree. State fully and particularly

Answ I now refresh my memory from the letter which I now hold from William T. Barron a partner of mine at that time. The letter was written to me at home on my farm in Will County from Mr Barron to me from Chicago. The letter is in Mr Barron's hand writing. It is dated April 22d 18[illegible]. He states that I am afraid you will lose your Dennis land. Mr E.B. McLagan has this morning called to see you and said that he intended to redeem it. I now produce the letter referred to marked Exhibit 2. I returned to my office within two or three days.

127

consulted Mr. Barron. Barron said that Mr. McLagg had the money, that I would probably find it in Mr. Kimball's hands. I concluded I'd go and get it. I went to Mr. Kimball. he told me that McLagg had been there with the money but told me I had better see Mr. McLagg. I then went to Mr. McLagg & told him that he had caught me in a trap or some such expression. and offered to divide the profits with him and would give him the benefit of my decree He said that he would consult Mr. Seammon about it and let me know in two or three days. In the course of a few days I saw him again. he said he had concluded not to do so, stating that the reason why Mr. Seammon desired to benefit Mr. Valliquette a protege of his. I then complained a little and told him I thought he ought to pay me more than the decree called for, under all the circumstances. He then said he would be liberal with me and would pay something more. He then gave me a check for four hundred dollars, I guess at that very time dated May tenth 1852, and said he would pay me the balance in a few

28

time. The check was probably given on the day of its date. My impression is that Mr McCagg said he would pay me the balance in a short time as soon as he could make arrangements with the parties. Mr Scammon or some other persons as I supposed. Afterwards on the fourteenth of May he gave me another check for four hundred and seventy seven dollars and eighteen cents, stating that I must not complain as it contained more than the amount of the decree and costs. I think he stated at the time that he designed the excess to be sufficient to pay me a suitable attorney's fee in the case.

5. State when and how you were first informed that Mr McCagg intended to redeem this land, and whether you have any means of fixing the time definitely. If so state what it was?

Answ By letter from Barron above referred to marked Exhibit 2.

6. Do you recollect how soon you got the letter after its date?

Answ I think the next day after its date.

7. State when the redemption was made

129 and what was said by Mr. McLary at the time of the redemption as to his purpose of redeeming or paying the money?

Answ My answer would be what I have already stated with regard to it. The time is the date of the checks. I dont think I can add anything further to that.

8 State whether there were any negotiations with reference to this land before the date of these checks?

Answ There was negotiations as I have related in my former answers.

9. State whether or not anything was said by Mr. McLary at any of these interviews that you have spoken of, for whose benefit this money was paid or this land was redeemed?

Answ I think he stated simply that he had been interested in the matter through Mr Seammon who was acting for or was trying to protect Vallejo's title in mon. I think he stated some thing of the kind at each interview I have stated the substance of what occurred at each interview upon this point.

10 State whether you executed any conveyance of the land mentioned

130 in the decree in that suit and if so when and to whom?

Answ I did execute a conveyance of the land mentioned in the decree dated the tenth day of May 1852 to Ezra B. McLagg.

11 State how you came to convey the land to Mr McLagg. the decree requiring the conveyance to be made to the Dennis heirs in case the money was paid

Answ In consequence of the arrangement before related with Mr. McLagg and the payment of the money.

12 State for whose benefit you made that conveyance?

Answ I cant tell.

13 State in what capacity you conveyed the land to Mr McLagg?

Answ I cant state any further than I have in my previous answers.

14 State if you know what was the value of the land in question at that time or about?

Answ It is very hard for me to come to any conclusions as to the value of it. I thought at the time that it was worth about fifteen hundred dollars.

15 State whether you sold the land to

131 Mr McLagy or whether you considered yourself as acting under the decree when you conveyed to him?

Answ I should not have sold the land to him for that price. I considered myself compellent to act as I did in consequence of the decree

(To take the money, I considered myself compelled)

16 State whether you conveyed to Mr McLagy as the representative of these parties the defendants in that suit or to himself for his own benefit?

Answ I don't know. I can't tell certainly I supposed it was to aid Valliquette Scammon's protege. He said so at the time.

(Cross examination)

1st Cross Int Was the deed to Mr McLagy that you have referred to delivered before or after the payment of May 14. 1852?

Answ I can't state. I have no distinct remembrance whether it was delivered at the time the first check was paid or the last. I base my testimony as to the date of the deed, and the date of the acknowledgement of the deed.

Was you acquainted with the condition of the land at the time of the conveyance to Mr McLagy. If so state whether the same was vacant or occupied?

Answ I was. There was an old dilapidated building upon the land not occupied by any body, it had been occupied but had been deserted a short time previous to the conveyance. I think the building never had an occupant after that for it was a very miserable building —

(adjourned by consent to Wednesday 22d inst 10. a.m.)

1862
May 22 Parties met pursuant to adjournment

(Cross examination resumed)

3. You say you considered yourself compelled to act as you did in consequence of the decree. do you mean anything more by this than that Mr. McCoy had it in his power to redeem if he chose?

Answ If the time the arrangement was made between Mr. McCoy and me. of course not.

4. Was there any necessity to your knowledge of McCoy's paying you anything more than the amount of the decree and interest in order to redeem?

Answ There was not. at one time I expected to take the amount. That was at the

137

~~at this~~ times herein before named and that the foregoing are all the proofs taken before me on the part of the complainants in said cause

Dated Chicago June 4th 1862

Ira Scott

Master in Chancery

of the Superior

Court of Chicago

Master's fee $10. paid by Complts Sol'r

133 time that I went to Mr McCoy first.
S. Was not the extra amount paid by
McCoy over the amount of the decree
and interest in part paid as a consid-
eration for your making the deed
directly to him?

Answ It was undoubtedly. The excess was
as I think about twelve per cent on
the money instead of the legal rate
and an attorney's fee of about fifty
dollars. And then I was to give McC
Coy a quit claim deed which he
desired —

6 Was not the conveyance made to McC
Coy for the purpose of letting the
decree stand and giving him the
title?

Answ At the time that I made McCoy the
offer to take half the profits there was
a proposition on my part to give
him the benefit of the decree, and I
suppose that McCoy's design was
to get the benefit of my decree.
My impressions are now that McC
Coy meant to get that benefit which
I had offered him. Thats an opinion
of mine —

Direct Examination resumed

7 State whether or not you undertook

the time limited in the decree for redemption to have expired when you received the Four Hundred dollars & executed the conveyance of the land in question to McCoy?

Ans My impressions are now from what I base my recollection upon that it did not expire until the thirteenth of May. But I can't remember for along early in May there was more or less competition between McCoy and me in regard to the matter. I can't remember distinctly for we had several interviews early in May. My impressions are that the time expired on the thirteenth. I paid no attention to the proceedings in the case after I had had my interviews with McCoy and base my recollections and memory on this letter which I have introduced —

16 State whether or not you have any recollection of any extension by the Court or Judge of the time for the redemption. If you have not a clear recollection state your best impressions —

(Objected to)

135 All I remember in regard to it is this. At the time I applied to Judge Kinman for the decree and duy to be fixed for redemption, I requested the Court to make it twenty days, and got the impression from the Court that if there was no opposing party in the case as was then supposed there was not, the decree would be twenty days, But Mr. Barron afterwards informed me that the decree was fixed thirty days. Thats all I know in relation to any Extensions —

18 You have stated what Mr. McCoy said in reference to receiving more than the decree called for. Will you give me your own explanation your own reason why you received any amount over what the decree called for?

Ans. At the time he agreed to pay me the Costs I complained of loosing and wished him to carry out the agreement that we should divide the Surplus. He then said he would make me whole in the

matter and give me a reasonable attorney's fee, and I executed to him a quit claim deed.

Subscribed & Sworn to before me this 22d day of January A.D. 1862

Ira Scott
Master in Chancery
of the Superior Court
of Chicago

Paul Cornell.

Superior Court of Chicago.
In Chancery
Oliver Dennis et al
vs
Egra B. McCagg et al

State of Illinois,
County of Cook ss. I Ira Scott Master in Chancery of the Superior Court of Chicago do hereby certify that before the commencement of the examination of the witnesses whose names are subscribed to the foregoing depositions they were each by me duly sworn according to law, and the same were subscribed and sworn to by them respectively

139
139

SUPERIOR COURT OF CHICAGO—DEDIMUS.—Jones, Perdue & Small, Stationers, Chicago.

STATE OF ILLINOIS, } ss. The People of the State of Illinois:
County of Cook }

To Thomas N. Ritchie Esq
Montreal Canada

WHEREAS, it has been represented to us that Samuel Wentworth
Monk & E. H. DuBoys are

material witness in a certain cause now depending in our Superior Court of Chicago, in and for the County of Cook aforesaid, between Alexander Dennis et al

Plaintiff, and Ezra B. McCagg et al

Defendant, and that the said witness reside at Montreal aforesaid, without the said State of Illinois, and that their personal attendance cannot be procured at the trial of the said cause. Now, know ye that we, in confidence of your prudence and fidelity, have appointed you Commissioner to examine the said witness, and do, therefore, authorise and require you to cause the said witness to come before you at such time and place as you may therefor designate and appoint, and diligently to examine the said witness on the oath or affirmation of said witness by you first duly in that behalf administered, and faithfully to take the deposition of the said witness upon all interrogatories enclosed with or attached to these presents, both on the part of the said Plaintiff and of the said Defendant, and none others; and the same when thus taken, together with this commission and the said interrogatories, to certify into our said Superior Court of Chicago with the least possible delay.

WITNESS, WALTER KIMBALL, Clerk of our said Court, and the seal thereof, at Chicago, in said County, this 26th day of November A. D. 1860.

Walter Kimball CLERK.

[The Commissioner will please note the amount of his fees here, $.....]

INSTRUCTIONS

As to the mode of Taking, Certifying and Returning Depositions according to the Statute Laws of Illinois.

1. CAPTION TO THE DEPOSITION.

"THE DEPOSITION of of the County of and State (or Territory) of a witness of lawful age, produced, sworn and examined, on his corporal oath, on the day of in the year of our Lord one thousand eight hundred and at the office (or house) of in the town (or city) of in the county of and State (or Territory) aforesaid, by me, a Commissioner (or "by us," if more than one Commissioner, inserting all the names of the Commissioners) duly appointed by a DEDIMUS PROTESTATEM, or COMMISSION, issued out of the Clerk's office of the Superior Court of Chicago of Cook County, in the State of Illinois, bearing TESTE in the name of Esq., Clerk of the said Court, with the seal of said Court affixed thereto, and to me (or "us" if more than one) directed as such Commissioner (or "commissioners") for the examination of the said , a witness in a certain suit and matter in controversy now pending and undetermined in the said Superior Court of Chicago, wherein is plaintiff and defendant, in behalf of the said as well upon the cross interrogatories of the as on the interrogatories of the which were attached to or enclosed with the said commission, and upon none others. The said being first duly sworn by me, (or "by one of the said Commissioners," if more than one,) as a witness in the said cause, previous to the commencement of his examination, to testify the truth, as well on the part of the plaintiff as the defendant, in relation to the matters in controversy between the said plaintiff and defendant, so far as he should be interrogated, testified and deposed as follows:

"Interrogatory First." (Here insert the first interrogatory.)

"Answer to first interrogatory." Here insert the answer, and so on successively, in the order in which the interrogatories may be propounded and answered. Then follow:—"Cross Interrogatories, and Answers thereto by the witness on the part of the defendant," (or plaintiff, as the case may be.) (Here again write down the interrogatories and the answers successively in the order aforesaid.) After the deposition is taken, the interrogatories and answers should be read over to the witness, and if he assents to the truth of the answers as written down, the witness will then sign his name at the bottom of the deposition, and swear to the truth of it before the Commissioner (or before one of the Commissioners if more than one). This oath is in addition to the preliminary oath which is administered previous to the commencement of his examination.

The Commissioner should then certify as to the time, place and manner of taking the deposition, as follows:

I, of the County of and State (or Territory) of a Commissioner duly appointed to take the deposition of the said , a witness whose name is subscribed to the foregoing deposition, do hereby certify that previous to the commencement of the examination of the said as a witness in the suit between the said plaintiff, and the said defendant, he was duly sworn by me as such Commissioner, (or "by one of said Commissioners," if more than one,) to testify the truth in relation to the matters in controversy between the said plaintiff, and the said defendant, so far as he should be interrogated concerning the same; that the said deposition was taken at my office (or "at the house of ,") in the city (or "town") of in the County of and State (or "Territory") of on the day of A. D. 18 ; and that after said deposition was taken by me (or "us") as aforesaid, the interrogatories and answers thereto, as written down, were read over to the said witness, and that thereupon the same was signed and sworn to by the said deponent before me, (or "us") the oath being administered by one of said Commissioners, (where there are more than one,) as such Commissioner, at the place and on the day and year last aforesaid. [Signed] " " "Commissioner."

[The foregoing certificate of the commission should be signed at the foot or bottom of the deposition, immediately following the signature of the witness.]

The Commissioner should then fold up the deposition, as thus taken and certified, together with the commission and interrogatories, and all exhibits (if any) produced on the examination, properly marked or lettered as "Exhibit A," "Exhibit B," &c., and enclose the whole in a suitable wrapper or envelope, and then seal up the same securely with three seals, writing his name transversely across the middle seal; or if two Commissioners, they will each write their names, one on each side of the outside seals; or if three Commissioners, then each one will write his name across one of the seals in manner aforesaid. The Commissioner (or Commissioners) will also endorse the names of the parties to the suit transversely across one end of the package thus sealed up, according to the proper title of the suit, and direct the same to the proper address of the Clerk who may issue the commission, and transmit the same by mail to the proper post office. Neither of the parties to the suit, or their attorneys or agents, or any person at all interested in the event of the suit, are permitted by law to dictate, write or draw up any part of the deposition required to be taken as aforesaid.

N. B.—It is important to the validity of the deposition that these requirements and instructions should be strictly attended to.

P. S.—One caption will answer for the depositions of several witnesses, where they are all taken at the same time and place, to be read as evidence in the same suit, by so modifying the form here given as to make it applicable to the number of witnesses to be examined—as, for instance, at the commencement, say, "The depositions of A. B., C. D., and E. F., of the County of and State of witnesses of lawful age, produced, sworn and examined, on their respective corporal oaths," &c.; and then in the latter part of the caption, say, "The said A. B., C. D. and E. F., being first duly sworn by me as witnesses in the said cause," &c. Then, at the commencement of each deposition, say, "Interrogatories propounded to the said A. B., a witness produced and sworn as aforesaid, on the part of the said and his answers thereto, as follows:

"Interrogatory 1st." (Here insert the first interrogatory.)

"Answer to 1st interrogatory." (Here insert the answer.)

And so on successively with all the interrogatories to be propounded to that witness. Then insert the cross interrogatories, as before directed. The deposition should then be read over to the witness, and signed and sworn to by him before the next witness is examined. Then proceed with the second and third witnesses in like manner to the end.

One certificate as to the time, place and manner of taking such depositions, and that each one was signed and sworn to by such witnesses respectively, will be sufficient, provided due care be taken to insert the names of ALL the witnesses, and the certificate in other respects be in conformity with the form given in the first instance.

Great care should always be taken to attach such depositions firmly together by means of a tape or ribbon, and using wax or wafers when necessary.

1

141

State of Illinois
Cook County } In Superior Court of Chicago

Alexander Dennis Oliver Dennis
Joseph Dennis Antoine Dennis Maxime
Herenlee Eneseher & Lucy Eneseher
Joseph Brazzel & Marie Brazzel John
Schmitt & Mary Matilda Schmitt
Fechtlin Tottstein & Sarah Tottstein

Ezra B. McCagg & George A. Springer
Joseph L. Jones Thomas Wallace
Simon Lancaster & Martha Lancaster
Jonathan Burr & Alexr. Waterhouse
Stella Thompson Carlow & Ellen
Thompson James Thompson & Charles
Thompson heirs at law of Phile C.
Thompson deceased, John B.
Valliquette & Margaret Valliquette

In Chancery

Interrogatories to be propounded to Samuel Trenton McMonk and E. F. DeBois or either of them & Montreine Canada witnesses in said Cause

Interrogate 1st State your name age residence and occupation and how long you have been engaged in your present occupation how other occupations or business you have

Educated and whether your Education &
reception have made you acquainted
with the laws and Customs of Canada
& of the Catholic Church in Canada?

Interrog 2d State whether you are acquainted
with any of the parties to said suit &
if you state which of them & how long you
have known them?

Interrog 3d State whether there is any law or custom
in Canada or in the Catholic Church in
Canada requiring or authorizing rec-
ords to be kept of the names of Children
& the dates of their birth and any other
matter of a similar nature if yes state
whether there are such records so kept
in accordance with any act of the
Parliament or Legislature of Canada
or in accordance with the unwritten
common law of the country or in
accordance with the Custom & practice
of the Catholic Church in Canada. If
you say there is a Parliamentary or
Legislative Enactment requiring or
authorizing such records to be kept
attach an authenticated copy of said
Enactment hereto as a part of your
answer to this interrogatory. If you
say there are such records kept in

accordance with the Common or Municipal
law of this Country, or in accordance
with the Customs & practice of the Catholic
Church in Canada state fully & par-
ticularly about such law or Custom
how long such Custom & practice have
existed; what Officer or Officers is or are
required to keep said records; who is
at present the Custodian of the same
what degree of reliance or faith is placed
in said records by the people & Courts in
Canada state fully & particularly in
relation to Each of the points named
in this interrogatory?

Interrog 4th State whether you are acquainted
and familiar with both the English
& French Languages?

Interrog 5th If you are at present the Custodian
of said records state in what language
the same are kept or recorded & if you
say the same are in the French Language
please give the transcripts or contents
hereinafter required in the English
language making the translation in
exact & literal as you can?

Interrog 6th State whether you have Examined
said records & if they contain any
Entries of the name and date of the
births of Children pertaining to the

those of the parents Oliver Dennis or Olivier Dennis & Mary Dennis or Denis. If you give the name of such children and the contents or transcripts of such entries being particular & keep the name, time of birth & any other particulars of each one distinct so that it may be readily seen what pertains to each give them in the regular order in which they were the earliest first?

Interrog 7th State whether the Entry in said records giving the names of the parents of these children, give the occupation or any other description of said parents or either of them. If you state all the particulars contained in said Entry?

Interrog 8th State whether you find in said records any Entry of the date of the marriage of said Oliver Dennis or Denis & Mary Dennis or Denis or the name & date of the birth of any Child or children of the same prior to the Entry recording the name & date of the birth of Entrie If you give the transcript or contents of such Entry or Entries as you have given the others?

Interrog 9th If you find the name of the family in question Entered as Denis state

145. whether or not L Dennis is the same the name would naturally assume when spoken & written by Americans & state any fact & circumstance which may occur to you which would be likely to cause the family to acquiesce in this change of the form of their name, and whether in your opinion ignorance & inability to read & write would have such an effect?

Interrog 10th State whether You know or find in said records any other matter or thing which if stated in this deposition would tend to the advantage of said Complainants & if you state the same fully and particularly?

Ezra B. McCagg Esq one of said defts & of Counsel in said Cause

You are hereby notified that on the 25th day of November A.D. 1861 I shall apply to the Clerk of said Court for a Commission to issue out of under the seal of said Court directed to Thomas W. Ritchie Esqd of Montreal Canada authorizing and requiring him to come before the Notary Public of E. A. DuBois of Montreal C.

Canada aforesaid or his or her necessary
witnesses on the part of said Complainants
residing out of the State of Illinois in
the Province of Canada & come before
him the said Commissioner & to take
the depositions of said witnesses upon
the interrogatories a copy of which is
hereto attached

Chicago Nov 13th 1861 D. P. Wilder
Solr for Complt

I hereby waive service of a copy of the
within interrogatories notice & consent
that the Commission may issue as soon
as E. B. McCagg Esq Counsel in said cause
consents

Richd S. Thomas

Filed Nov 13th 1861
E. B. McCagg Clerk

E. B. McCagg Esq
Counsel for Complt
to issue

Issued Nov 13th 1861
E. B. McCagg Clerk

47 The Deposition of Samuel Wentworth Monk and Louis Guillaume Dubois of the City of Montreal in Lower Canada witnesses of lawful age produced sworn and examined on their respective corporal oaths on the twenty first day of December in the year of our Lord one thousand eight hundred and sixty one at the office of the Prothonotary of the Superior Court in the Court House in the said city of Montreal by me Thomas W. Ritchie a Commissioner duly appointed by a Dedimus Potestatem or Commission issued out of the Clerks Office of the Superior Court of Chicago of Cook County in the State of Illinois bearing Teste in the name of Walter Kimbrough Esquire Clerk of the said Court with the Seal of said Court affixed thereto & to me directed as such Commissioner for the Examination of the said Samuel Wentworth Monk and Louis Guillaume Dubois witnesses in a certain suit and matter in Controversy now pending and undetermined in the said Superior Court of Chicago wherein Alexander Dennis Eliza Dennis

Joseph Low

Joseph Dennis Antoine Dennis Maxime
Lecuyer Enesche and Lucy Enesche
Joseph Brazeb and Marie Brazeb John
Schmitt and Mary Matilda Schmitt
Fredolin Gottstein and Sarah Gottstein
are Plaintiffs and Ezra B. McCagg
George A Spruyer Joseph L James Thomas
Wallace Samuel Lancaster and Martha
Lancaster Jonathan Burr Albert L.
Waterhouse Stella Thompson widow of
Ellen Thompson James Thompson and
Charles Thompson heirs at Law of
Philo R. Thompson deceased John B.
Valliquette and Margaret Valliquette
are defendants in behalf of the said
Plaintiffs which were attached to
and Enclosed with the said Commission
and upon none others The said
Samuel Trentworth Monk and Louis
Philemon Dubois being first duly
sworn by me as witnesses in the
said Cause previous to the Com-
mencement of their Examination
to testify the truth as well on the Part
of the Plaintiffs as the defendants
in relation to the matters in
Controversy

controversy between the said Plaintiffs and Defendants so far as they should be interrogated.

Interrogatories propounded to the said Samuel Wentworth Monk a witness produced and sworn as aforesaid on the part of the said Plaintiffs and his answers thereto as follows.

Interrogatory First. State your name age residence and occupation and how long you have been engaged in your present occupation. For what profession or business you were Educated and whether your Education and occupation have made you acquainted with the laws and customs of Canada and of the Catholic Church in Canada?

Answer to First Interrogatory. My name is Samuel Wentworth Monk I am sixty nine years of age. I reside in the city of Montreal in Lower Canada. I am jointly with William Craig Nelmes Coffin and Louis Joseph Amédée Papineau Prothonotary and Clerk of the Superior Court for Lower Canada in the District of Montreal and have been joint Prothonotary with them and others for forty five years past. I was Educated for the profession

profession of law and was admitted as a Barrister Advocate Solicitor Proctor and Attorney at law in Lower Canada and my education has made me acquainted with the laws and Customs of Lower Canada but not Specially with the laws and Customs of the Catholic Church in Canada.

Interrogatory Second. State whether you are acquainted with any of the parties to said suit, and if you state which of them and how long you have known them?

Answer to Second Interrogatory. I am not acquainted with any of the parties to said suit—

Interrogatory third. State whether there is any law or Custom in Canada or in the Catholic Church in Canada requiring or authorizing records to be kept of the names of children and the dates of their birth and any other matter of a similar nature to you. State whether there are such records so kept in accordance with any act of the Parliament or Legislature of Canada or in accordance with the unwritten

Common

6

167

Common Law of the Country or in accordance with the Custom and practice of the Catholic Church in Canada. If you say there is a Parliamentary or Legislative Enactment requiring or authorizing such Records to be kept attach an authenticated Copy of said Enactment hereto as a part of your answer to this interrogatory. If you say there are such records kept in accordance with the common or unwritten law of the Country or in accordance with the Custom and practice of the Catholic Church in Canada state fully and particularly about such law or Custom how long such custom and practice have Existed, what officer or officers is or are required to keep said records who is at present the Custodian of the same what degree of reliance or faith is placed in said records by the people and Courts in Canada. State fully and particularly in relation to Each of the facts named in this interrogatory

Answered to Third Interrogatory. There is now & has been for upwards of Sixty years past a statute law in force in Lower Canada requiring and authorizing records to be kept of the births of Children and other matters of a similar nature such records &c

are kept in accordance with the Requirements of an act of the Legislature of this Province passed in the Thirty fifth year of the Reign of His late Majesty King George the third amended by subsequent acts, all of which acts are now consolidated into one act which forms Chapter Twenty of the Consolidated Statute of Lower Canada an authentic copy of which (duly certified by the Keeper of the Laws of the Province of Canada whose official signature is verified by the Governor General of this Province under the Great Seal thereof) is hereunto annexed marked "Exhibit A" and identified by the Signature of the undersigned Commissioner, as will appear by reference to the first Section of the said act. duplicate Registers of baptisms &c are to be kept in Each Parish Church of the Roman Catholic Communion by the Priest doing the Parochial or Clerical duty thereof in the manner by the said act provided. And such Roman Registers is authentic and Legal Evidence in all Courts of Justice.

Interrogatories

Interrogatory Fourth. State whether you are acquainted and familiar with both the English and French Languages?

Answer to Fourth Interrogatory. I am acquainted with the English and French Languages.

Interrogatory Fifth. If you are at present the custodian of said records state in what language the same are kept or recorded, and if you say the same are in the French language please give the transcripts or contents hereinafter required in the English language making the translation as exact and literal as you can?

Answer to Fifth Interrogatory. I am at present jointly with the other persons named in my answer to the first interrogatory the Custodian of the Registers of Baptisms &c. kept in the District of Montreal. The Extracts to be produced in answer to the fifth interrogatory are in the French Language. The Exhibits herein annexed and Marked respectively Exhibit Bb. Exhibit Cc. Exhibit Dd. Exhibit Ee. Exhibit Ff. Exhibit Gg. are correct translations of the said Extracts.

Interrogatory

Interrogatory Sixth - State whether you have examined said records and if they contain any Entries of the names and dates of the births of children purporting to be those of the parents Alice Dennis or Alice Davis and Mary Dennis or Davis. If yes, give the names of such children and the contents or transcripts of such Entries being particular to keep the name time of birth and any other particulars of such one distinct so that it may be readily seen what pertains to each. Give them in the regular order in which they occur. Earliest first?

Answer to Sixth Interrogatory. I have examined the Registers of the acts of Baptisms Marriages and Burials of the Catholic Church of the Parish of Montreal and find that they contain Entries of the names and dates of the births of Children purporting to be those of the parents named in this interrogatory. I now produce duly certified Extracts or Copies of said Entries of such Entries and marked respectively Exhibit B. Exhibit C. Exhibit D. Exhibit E. Exhibit F. & Exhibit G. identified by the Signature of the undersigned Commissioner.

Interrogatory Seventh. State whether the Entry in said records giving the name

13th 3d

names of the parents of these children
give the occupation or any other de-
scription of said parents or either of
them. If you state all the particulars
contained in said Entry?

Answer to Seventh Interrogatory. This interrogatory
is answered by my answer to the 6th
interrogatory and by the Exhibits there
in referred to—

Interrogatory Eighth. State whether you find
in said records any entry of the date of the
marriage of such Elmer Dennis or Davis
and Mary Dennis or Davis or the name and
date of the birth of any child or children
of the same prior to the entry recording
the name and date of the birth of Antone
If yea. Give the transcript or contents of such
entry or entries as you have given the other?

Answer to Eighth Interrogatory. I have not found
the Entries Enquired of in this interrogatory.

Interrogatory Ninth. If you find the name of the
family in question entered as Davis
state whether or not Dennis is the form
the name would naturally assume when
spoken

Spoken and written by Americans and state any facts or circumstances which may occur to you which would be likely to cause the family to acquiesce in this change of the form of their name and whether in your opinion ignorance and inability to read and write would have such an effect?

Answer to Ninth Interrogatory. I find the name of the family to be entered in one of the said Extracts as "Danny" in two of them as "Dany" and in three of them as "Danis" The pronunciation of these three names is the same in the French Language, the letter "s" in the name as last written being silent. I have no doubt that "Dennis" is the form the name would naturally assume when spoken and written by Americans. It frequently happens that the names of French Canadians Emigrating to the United States become somewhat changed in form and I think such persons readily acquiesce in such change. Ignorance and inability to read and write on the part of such persons would in my opinion have the effect of causing such persons to acquiesce in the change ——— by

87

of the form of his name—

Interrogatory Tenth. State whether you know or find in said records any other matter or thing which if stated in this deposition would tend to the advantage of said Complainants. if you state the same fully and particularly?

Answer to Tenth Interrogatory. I am not aware of any other matter or thing which would be of advantage to the Complainants but I may mention that Louis Guillaume Dubois is the Clerk in my office who has special charge of the Records and in which Registers of Bolitions are deposited Two Marginal Notes are good

(Signed) J. W. Brooks

Jno. W. Ritchie
Commissioner

Interrogatories propounded to the said Louis Guillaume Dubois a witness produced and sworn as aforesaid on the part of the said Complainants and his answers thereto as follows.

Interrogatory First. State your name age.

age residence and occupation and how long you have been engaged in your present occupation for what profession or business you were educated and whether your education and occupation have made you acquainted with the laws and customs of Canada and of the Catholic Church in Canada?

Answer to First Interrogatory My name is Louis Guillaume Dubois, I am forty seven years of age. I reside in the City of Montreal in Lower Canada and am a Clerk in the office of the Prothonotary of the Superior Court for Lower Canada in the District of Montreal and have been for twelve years last. I was Educated for the Notarial Profession and my Education and occupation have made me acquainted with the laws and customs of Lower Canada and of the Catholic Church in Canada

Interrogatory Second State whether you are acquainted with any of the parties to said suit, and if yes, state which of them and how long you have known them?

Answer

159

Answer to Second Interrogatory. I am not acquainted with any of the parties

Interrogatory Third. State whether there is any law or custom in Canada or in the Catholic Church in Canada requiring or authorizing records to be kept of the names of children and the dates of their births and any other matters of a similar nature: If yea. State whether there are such records so kept in accordance with any act of the Parliament or Legislature of Canada or in accordance with the unwritten Common Law of the Country or in accordance with the Custom & practice of the Catholic Church in Canada - If you say there is a Parliamentary or legislative Enactment requiring or authorizing such records to be kept, attach an authenticated copy of said Enactment hereto as a part of your answer to this interrogatory. If you say there are such records kept in accordance with the Common or unwritten law of the Country or in accordance with the Custom & practice of the Catholic Church in Canada state fully and particularly about such law or

custom

custom, had long such Custom and usage have existed when Officer or Officers is or are required to keep said records, who is at present the Custodian of the same, what degree of reliance or faith is placed in said records by the People and Courts in Canada State fully and particularly in relation to each of the points named in this Interrogatory.

Answer to Third Interrogatory. There is now and has been for upwards of sixty years past a Statute Law in force in Lower Canada requiring and authorizing records to be kept of the baptisms of Children and other matters of a like nature. Such records are kept in accordance with the requirements of an act of the Legislature of this Province passed in the Thirty Sixth year of the Reign of His Late Majesty King George the Third & amended by subsequent acts all of which acts are now consolidated into one act which forms Chapter twenty of the Consolidated Statutes of Lower Canada (now in force) an authentic Copy whereof marked Exhibit A. is herewith annexed & refer to the said Copy for further answer to this interrogatory

Interrogatory

Interrogatory Fourth. State whether you are acquainted and familiar with both the English and French Languages?

Answer to Fourth Interrogatory. I am acquainted with the English and French Languages, & familiar with them.

Interrogatory Fifth. If you are at present the Custodian of said records state in what language the same are kept or recorded and if you say the same are in the French Language, please give the transcripts or contents hereinafter required in the English Language making the translation as exact and literal as you can?

Answer to Fifth Interrogatory. The Prothonotary of the Superior Court for Lower Canada in the District of Montreal is the Custodian of the Registers of Protêts to be kept in the said district. Instruments or Extracts referred to in this interrogatory translated into the English Language by myself and marked respectively Exhibit Bb. Exhibit Cc. Exhibit Dd. Exhibit Ee. Exhibit Ff. and Exhibit

Exhibit G. and identified by the signature of the Commissioner are hereunto annexed These Exhibits are respectively correct and literal translations of the Exhibits marked & respectively B.C.D.E.F.& G. also hereunto annexed

Interrogatory Sixth. State whether you have examined said records and if they contain any Entries of the names and dates of the births of Children purporting to be those of the parents of Alice Dennis or Alice Davis and Mary Dennis or Davis. If you find the names of such Children and the exact words or contents of such Entries in pursuance to do so state the same time of birth and any other particulars of each one distinctly so that it may be readily seen what pertains to each give them in the regular order in which they occur the earliest first?

Answer to Sixth Interrogatory. The Extracts Enquired of in this interrogatory are hereunto annexed marked respectively Exhibit B. Exhibit C. Exhibit D. Exhibit E. Exhibit F. & Exhibit G

Interrogatory

Interrogatory Seventh. State whether the Entry in said records giving the names of the parents of these Children gives the occupation or any other description of said parents or either of them. If yea. State all the particulars contained in said Entry?

Answer to Seventh Interrogatory. This Interrogatory is answered by my answer to the Sixth Interrogatory and by the Exhibit therein referred to.

Interrogatory Eighth. State whether you find in said records any Entry of the date of the marriage of such Aline Dennis or Davis and Mary Dennis or Davis or the name and date of the birth of any Child or Children of the same prior to the Entry recording the name and date of the birth of Antoine. If you give the transcript or contents of same Entry or Entries as you have given to others?

Answer to Eighth Interrogatory. I have not found the Entries enquired of in this interrogatory

Interrogatory Ninth - If you find the

name

name of the family in question entered as Danis state whether or not Dennis is the form the name would naturally assume when spoken and written by Americans and state any facts or circumstances which would be likely to cause the family to acquiesce in this change of the form of their name, and whether in your opinion ignorance and inability to read and write would have such an effect?

Answer to Sixth Interrogatory. I find the name of the family to be entered in one of the said extracts as "Denny" in two of them as "Deny" and in three of them as "Danis" The pronunciation of these three names in the French language the letter "s" in the name as last written being silent. I have no doubt that "Dennis" is the form the name would naturally assume when spoken and written by Americans. It not unfrequently happens that the names of French Canadians emigrating to the United States become somewhat changed

'65 changed in form and I think such persons readily acquiesce in such changes Ignorance and inability to read and write on the part of such person would in my opinion have the effect of causing such person to acquiesce in the change of the form of the name

Interrogatory 9th. State whether you know or find in said records any other matter or thing, which if stated in this deposition would tend to the advantage of said Complainants or you. State the same fully and particularly

Answer to 9th Interrogatory. I answer this interrogatory in the negative

L. P. Dubois

Tho. W. Ritchie
Commissioner

I Thomas W. Ritchie of the city of Montreal in Lower Canada a Commissioner duly appointed to take the depositions of Samuel Newsworth Monk and Louis Guillaume Dubois witnesses whose names are subscribed to their respective depositions foregoing do hereby certify

Certify that previous to the Commencement of the Examination of the said Samuel Wentworth Monk and Louis Guillaume Dubois as witnesses in the suit between the said Alexander Dennis & others Plaintiffs and Egra B. McCoy and others, defendants. Each of the said witnesses was duly sworn by me as to the Commissioner to testify the truth in relation to the matters in Controversy between the said Alexander Dennis & others Plaintiffs and the said Egra B. McCoy & others defendants so far as each of the said witnesses should be interrogated concerning the same That the said depositions were taken at the office of the Prothonotaries of the Superior Court in the Court House in the said city of Montreal on the twenty first day of December A.D. 1861 and that after said depositions respectively were taken by me as aforesaid the interrogatories and answers thereto as written down were read over to the said witnesses respectively and that thereupon the interrogatories so propounded & and the answers thereto of the said witnesses Samuel C.

Samuel Prentworth Monk was signed and sworn to by the said deponent Samuel Prentworth Monk. And the interrogatories propounded to and the answers thereto of the said witness Louis Guillaume Dubois were signed and sworn to by the said deponent Louis Guillaume Dubois both before me as such Commissioner at the place and on the day and year last aforesaid

Thos. W. Ritchie
Commissioner

Province of Canada.

(L.S.) Morrell

Victoria, by the Grace of God of the United Kingdom of Great Britain and Ireland Queen Defender of the Faith &c &c.

To all to whom these presents shall come Greeting

These are to certify that I. F. Taylor whose name is subscribed to the annexed certificate is Clerk of the Legislative Council of the Province of Canada and that full faith and credence are due and ought to be given to such signature and act in all places.

In Testimony whereof we have caused these our Letters to be made Patent and The Great Seal of our said Province to be hereunto affixed. Witness Our Right Trusty and well Beloved Cousin The Right Honorable Charles Stanley Viscount Monck, Baron

Monck of Ballytrommon in the County of Wexford, Governor General of British North America and Captain General and Governor in Chief in and over our Provinces of Canada, Nova Scotia, New Brunswick and the Island of Prince Edward and Vice Admiral of the same &c &c &c.—

At Quebec this sixth day of December in the year of our Lord one thousand eight Hundred and Sixty one and in the Twenty fifth year of our Reign.

By Command.

C. Alleyn

Secretary

Cap 20 Registers of Marriages &c 29

Cap XX.

Extract from the Statutes of Canada

An act respecting Registers of Marriages Baptisms and Burials —

The Minister of every Church and Congregation to keep a duplicate Register of Baptisms Marriages & burials.

Her Majesty by and with the advice and consent of the Legislative Council and Assembly of Canada Enacts as follows

Form and effect &c of Registers

1. In order by the keeping of uniform and authentic registers of the baptisms, marriages and burials in Lower Canada to secure the peace of families and to ascertain various civil rights of Her Majesty's subjects therein in Each parish church of the Roman Catholic Communion, and also in Each of the Protestant Churches or congregations within Lower Canada to which this Act extends there shall be kept by the Priest or Minister doing the parochial or clerical duty thereof two registers of the same tenor Each of which shall be deemed authentic and shall be legal evidence in all Courts of justice in Each of which the said priest or Minister of Each parish or Church or Congregation shall Enregister regularly and successively all baptisms marriages and burials as soon as the same have been by him performed.

Registers to be furnished by the Church Wardens and authenticated

2. The said registers shall be furnished out of the funds of the Church or Congregation and previous to any Entry therein shall be signed by the said priest or Minister aforesaid done by the Judge of the Superior Court or the Prothonotary of the said Court for the district in which such parish Church or Congregation is situate & be by him numbered and authenticated as hereinafter mentioned -

Registers so numbered & authenticated be legal evidence: Penalty for which the parties are liable -

3. Such registers so numbered and authenticated shall be legal Evidence of such baptisms marriages or burials, and the one of the two registers which is to remain in the hands of the priest or Minister in Each parish Protestant Church or Congregation as hereinafter directed shall be a bound book of strong paper covered with calfskin or buckram and authenticated as hereinafter prescribed & serve for the registering the births marriages and burials for one or several years till such book be filled and the other registers shall serve for the registering the same for one year only commencing the first day of January, but both books shall be numbered and authenticated as hereinafter prescribed 35° V. C. 4. S. 1. 22. V. 1858. C. 5. S. 42 —

123

2. Every such Register book shall be authenticated as follows that is to say. it shall be numbered on the first and every subsequent leaf by the number thereof written in words at full length and shall be sealed with the Seal of the Superior Court for the District in which such Register is to be kept. which Sealing

Law such Register shall be authenticated

sealing shall be effected by passing a ribband or other sufficient fastening through Every Leaf of such register and by bringing the Ends of such Ribband or fastening out and securing them under the Seal of such Court inside of the binding or cover of such register. And Each Register shall be authenticated on the first page thereof by an attestation of the Judge or Prothonotary authorized to authenticate the same specifying the number of the leaves contained in such register the purposes for which it is intended and the day and year of sealing and fastening such attestation which shall be signed at full length by the Judge or Prothonotary making the same. 2 V. (3) c. 4. s. 2 and 22 V. 1858. c. 5. s. 42.

Either Judge or Prothonotary may authenticate Registers

3. It shall not be necessary for any Judge of the Superior Court to number or authenticate any such Register but the same may be numbered and authenticated by the Prothonotary of the district with the same legal effect as by any of the said Judges. but nothing herein contained shall be construed to prevent any such Judge from numbering or authenticating any such

register if he thinks fit so to do. 22 V. c. 58 s. 2

4. To each of the duplicate registers the priest or minister as aforesaid shall make an alphabetical index of the names of the persons baptised married and buried with references to the folio in which each name is to be found — 35° G. 3. c. 4. s. 2.

Priests to make an index to registers

5. In the entries of the baptisms in the said registers mention shall be made in words of the day month and year on which the child was baptised of the time of the birth of the name given to the child those of the father and of the mother with the quality or occupation and place of abode of the father and the name of the sponsors if any there be.

How entries of baptisms are to be made

2 Such entries shall be signed in both registers by the person administering the baptism also by the father and mother if they are present and by the sponsors if there are any, and if any of them cannot sign his or her name mention shall be made thereof in the Entries

By whom signed

3. When any child is presented for baptism of which the father & mother is not known mention thereof shall be made in the entry — ibid. s. 3.

Entry where parents unknown

6. In the Entries of a marriage in the Registers aforesaid mention shall be made in words of the day month and year on which the marriage was celebrated with the names quality or occupation and places of abode of the Contracting parties whether they are of age or minors and whether married after publication of banns or by dispensation or license and whether with the consent of their Fathers Mothers tutors or curators if any they have in the Country. also the names of two or more persons present at the marriage and which relations of the husband

Cap. 20. Registers of Marriages &c 13 Geo.

husband and wife or either of them shall declare on what side and in what degree they are related.

By whom they shall be signed.

2. Such entries shall be signed in both registers by the person celebrating the marriage by the contracting parties and by the said two persons at least and if any of them cannot sign his or her name mention shall be made thereof in the said entries. 35 H. 8. c. 16. s. 2.

How entries of burials shall be made.

7. In the entries of a burial in the register aforesaid mention shall be made in words of the day month and year of the person's burial and day of decease if known, and of the name and quality or occupation of the person deceased, and

And by whom signed.

the said entries shall be signed by the priest or minister who performed the burial service and by two of the nearest relations or friends there present and if any of them cannot sign his or her name mention shall be made thereof in the said entries. ibid s. 5.

8. And six weeks at farthest after the expiration of each year the priest or minister having the charge of any such parish cate register shall deliver a register

The registers authenticated for one year to be delivered in the first year of the Prothonotary of the Superior Court.

which has been authenticated to serve for the said year into the office of the Prothonotary of the Superior Court for the district in which the parish Church or Congregation for which the registers have been kept is situate and take a receipt for the same from the Prothonotary, and the other duplicate register authenticated as aforesaid shall remain with the said priest or minister to be by him preserved and left to his successor in office or clerical duty:

Certified extract may be obtained.

2. Any party interested may at any time demand a copy of any entry in either of the registers aforesaid and the Prothonotary of the said Court, and the priest or minister in possession of the register shall grant such copy certified under his signature which shall be received as evidence in all Courts of Justice ibid S. 5.

Penalty on Minister neglecting to comply with this.

4. Every priest or minister who neglects or refuses to comply with the true intent and meaning of this act either in the form of the said registers of the entries therein to be made or in the delivery of the proper duplicate to the Prothonotary's office as aforesaid shall for each neglect

or refusal incur a penalty of not less than eight dollars and not exceeding eighty dollars without prejudice to the right of action which any suffering party may have against him for all costs damages and interest of a civil nature on account of such neglect or refusal as aforesaid ibid S.7.

10 The penalties aforesaid may be recovered by action of debt in any Court of record in Lower Canada by any person suing for the same, and one half of any such penalty shall be paid to the receiver general for the public uses of this province, and the other moiety, with costs of suit shall be paid to the plaintiff for his own use ibid S. 9.

Penalties how recovered and disposed of.

9*

11.

Extention of this act.

11. This act extends to all religious communities and hospitals where persons may be interred, and all priests or Ministers doing the clerical duty of such religious communities and hospitals shall be subject to the duties and penalties thereby imposed 38° G. 3. c. 4. s. 8.

By whom registers shall be kept.

12. The registers to be kept as hereinabove is directed shall be kept by every priest or minister officiating having authority to keep registers either by virtue of this act or of any special or other act in force in Lower Canada whether in a parish regularly constituted or other place within Lower Canada under every obligation penalty matter and thing in this act mentioned.

7 G. 4. c. 2. s. 1.

In case registers are lost &c.

13. In all cases where the register of any parish or of any protestant church or congregation cannot be found, or where none has ever been kept nothing in this act shall prevent the proof of baptisms marriages or burials being made and received either by witnesses or family registers or papers or other means allowed by law saving to the adverse party the right of

Swearing-perjury.

impeaching or disproving such Evidence. Provided always that if any person knowingly and willfully makes a false oath respecting any of the matters aforesaid and is thereof lawfully convicted such person shall be subjected to the penalties inflicted by a Statute passed in the fifth year of the reign of Queen Elizabeth for the punishment of wilful perjury - 35. G. 3. c. 4. S. 13.

Punishment for forging or counterfeiting Entries making false Entries &c.

14. If any person makes, alters, forges or counterfeits or causes or procures to be falsely made altered, forged, or counterfeited, or acts or assists in falsely making altering or counterfeiting any entry respecting the birth marriage or burial of any party in any register or utters or publishes as true any false forged altered or counterfeited entry in aforesaid or a copy or certificate of an Entry knowing such copy or certificate to be false altered forged or counterfeited or willfully destroys or causes or procures to be destroyed any register whether in the keeping of any priest or minister of any parish or congregation (or of any Prothonotary of the Superior Court) the person so offending being thereof lawfully convicted shall suffer such fine and imprisonment as to the Court

before which he is Tried seems meet; Provided such imprisonment be for a term not less than twelve months -

35 E. 3. C. 4. 3. 14.

15 - So much of the twentieth title of the Ordinance passed by His Most Christian Majesty in the month of April in the year 1667, and of a declaration of His Most Christian Majesty of the ninth of April 1736 as relates to the form and manner in which the registers of baptisms marriages and burials are to be numbered authenticated or paraphe kept and deposited, and the penalties thereby imposed on persons refusing or neglecting to conform to the provisions of said ordinance

"the 20. of Ordinance of 1667. as to authentication of registers repealed as to said registers -

ordinance and declaration, are and shall remain repealed so far as relates to the said registers only. 35. G. 3. c. 4. s. 15.

To what Religious Denominations this Act applies.

Protestant Churches and Congregations defined.

16. The protestant Churches or congregations intended in the first section of this Act, are all Churches and congregations in Communion with the United Church of England and Ireland or with the Church of Scotland and all Regularly ordained priests and ministers of either of the said Churches have had and shall have authority validly to solemnize marriage in Lower Canada and are and shall be subject to all the provisions of this act. 35 G. 3. c. 4. — 7. G. 4. c. 2. s. 2.

This act extends to certain Religious Communities.

17. This act extends also to the several Religious Communities and denominations in Lower Canada mentioned in this section and to the priests or ministers thereof who may validly solemnize marriage and may obtain and keep registers under this act subject to the provisions of the Acts mentioned with reference to each of them respectively and to all the requirements penalties and provisions of this act as if the said

Communities and denominations were named in the first Section of this act that is to say:

Baptists — To the Religious Congregation at Montreal denominated Baptists subject to the provisions of the Act of the Legislature of Lower Canada, third William the fourth Chapter Twenty nine -

Congregational Societies. — To the Congregational Societies in Lower Canada subject to the provisions of the act of the said Legislature fourth William the fourth Chapter nineteen -

Free will Baptists — To the Free will Baptist Church in the township of Hunstead subject to the provisions of the act of the said Legislature fourth William the fourth Chapter twenty -

Jews. — To the persons professing the Jewish religion subject to the provisions of the act of the said Legislature ninth George the fourth Chapter Twenty five;

Methodists — To the Methodist Protestants in connection with the Methodist Protestant Conference in the township of Dunham subject to the provisions of the act of the said Legislature sixth William the fourth Chapter fifty -

To the Congregations of the Methodist new
Connection and the Ministers thereof
mentioned in the Act or ordinance of the
said Legislature Second Victoria Chapter
Seventeen subject to the provisions
of the said Act -

So.

Presbyte rians at Montreal.

To the Religious Congregation at Montreal denominated Presbyterians and mentioned in the act of the said Legislature first William the fourth Chapter fifty six subject to the provisions of the said act;

At Hull. To the Congregation in the township of Hull denominated Presbyterians subject to the provisions of the act of the said Legislature third William the fourth Chapter Twenty Eight;

Calvinists. To the members of Calvinist Baptist Societies, members of Free Will Baptist Societies and members of Universalist Societies subject to the provisions of the act of the said Legislature sixth William the fourth chapter forty nine.

Secession Church of Scotland. To the members of the United Associate Synod of the Secession Church of Scotland subject to the provisions of the act of the said Legislature third William the fourth Chapter twenty seven —

Universalist. To the Religious Society called the Universalist Society in the Township of Ascot and the neighbouring township subject to the provisions of the act of the said Legislature

fourth William the fourth chapter twenty one;

Wesleyan Methodists

To the Wesleyan Methodists in connexion with the Conference of the people called Methodists in Great Britain subject to the provisions of the act of the said Legislature ninth George the fourth chapter seventy six as amended by the act of the Legislature of Canada thirteenth and fourteenth Victoria chapter forty seven -

Unitarians.

To the Congregation of Christian Unitarians at Montreal subject to the provisions of the act of the Legislature of Canada eighth Victoria chapter fifty nine.

Seceders.

To the Associate Presbyterian Synod of North America commonly known as "Seceders" subject to the provisions of the act of the said Legislature ninth Victoria chapter fifty four -

Divers Presbyterians.

To the christian denominations known respectively as the Presbyterian Church of Canada to United Presbyterian Synod in Canada, and the Reformed Presbyterian Church subject to the provisions of the act of the said Legislature fourteenth Victoria chapter two hundred and sixteen

A. Baptists

To The Adventists in connection with the
Second Advent Conference in Canada
East Subject to the provisions of the Act
of the said Legislature Victoria
Chapter two hundred and seventeen —

&c —

Evangelical Lutherans

So the Evangelical Lutheran Church subject to the provisions of the act of the said Legislature Eighteenth Victoria Chapter fifty Eight

German Evangelicals

So the German Evangelical Synod of North America subject to the provisions of the act of the said Legislature Eighteenth Victoria Chapter fifty nine

Countess of Kentingdons Connexion

So the Church of the order of the Countess of Kentingdons Connexion subject to the provisions of the act of the said Legislature Twentieth Victoria Chapter one hundred and twenty four

Episcopal Methodist

So the Methodist Episcopal Church in Canada subject to the provisions of the act of the said Legislature Twentieth Victoria Chapter two hundred and fourteen

So Quakers subject to the provisions of the act of the said Legislature twenty third Victoria Chapter Eleven which also confirms Marriages between Quakers solemnized according to the rights usages and customs of the Society and any reference in any of the said acts or any act or enactment in the Act relating to Registers of Baptisms Marriages and Burials in Lower Canada repealed by the Act relating to the Consolidated Statutes for Lower Canada

shall be construed as a reference to the corresponding provisions of this Act as respects matters subsequent to the time when this Act takes Effect — See the said Acts respectively.

Former Acts confirming Marriages and Registers of Marriages in Lower Canada not affected by this Act.

18. Nothing in this Act shall affect any provision in any former Act confirming and declaring valid any Marriages in Lower Canada or any Register of Baptisms Marriages and Burials or any Entry in any such Register — See 35 G. 3. C. 10. ss. 10. 11. 12. 13; "Confirming certain Registers on certain Conditions" 7 G. 4. C. 2. s. 2. "Confirming Marriages by Ministers of the Church of Scotland" 4 G. 3. C. 11. "Confirming Marriages by Dissenting Ministers or by Justices of the Peace on certain conditions" 1 G. 4. C. 19. "Confirming certain Marriages in the District of Gaspé" 5 G. 4. C. 25. "Confirming certain Marriages in the District of St. Francis" 2 W. 4. C. 5. "Confirming certain Entries in Registers in Gaspé" 8 G. 4. C. 45. "Confirming Marriages solemnized by one T. McGrath"

Yearly Returns by Prothonotaries.

19. The Prothonotaries of the Superior Court in the several districts of Lower Canada shall annually before and during the

to this Act, which triplicate statement and returns
Such State- the said prothonotaries shall respectively within
ments to be fifteen days after the time by this act appointed
laid before for delivering the said Registers into their respective
the Governor offices lay before the Governor and before the
at a certain other two branches of the Legislature, if the same
time be in Sefsion, if not then within the first six
days after the meeting of the ensuing Sefsion
thereof. 6 G. 4. C. 8. 3. 1.

20 For the said Service the said prothonotaries
Fees allowed respectively shall be entitled to a compensation
to the Protho not exceeding the following rates that is to
notaries for so say:- for examining the registers in order to
such service prepare the Statement and Returns aforesaid
one dollar per Register; and for the draft and copy
of the said general statement and return of the
district according to the form in the Schedule
accompanied by and including the parochial
township, settlement and county returns eight
dollars and for each additional Copy of such
general statement and return to the district
accompanying by and including the said
parochial township and County returns — four
dollars which compensation shall be paid from
and out of any unappropriated moneys of the
Vouchers paid province under warrants to that effect directed
by the Governor to the receiver general of the

Protestant clergymen to prepare annual statements of the number of baptisms marriages and burials &c

province. C. S. 4 & 5 V. c. 8 S. 2. — deposited in their respective offices a triplicate statement and return of the number of baptisms marriages and burials that have taken place during the preceding year in their respective districts distinguishing the number of Males baptized and buried from that of females and classing them by parishes or Seigniories and townships or reputed townships or settlements not comprehended in any parish Seignory or township and by counties agreeably to the form prescribed for that purpose in the Schedule

to

7

1861

Schedule.

General Statement and Return of Baptisms Marriages and Burials in the District of —

Year	Counties	Parishes Seigniories townships or cities	Baptisms		Marriages	Burials		Increase of population ascertained by the difference between baptisms and burials	Total per counties — Increase of Population —	Remarks
			Males.	Fem.s		Males	Fem.s			
182	Port-									
	neuf	Grondines	60	75	30	55	65	15		
		St Cathe-								
		rine	50	52	20	40	45	17	32	
	Mont.	St Jacques	86	82	60	67	64	37	66	
	Calm	St Alexis	45	34	26	25	30	29		
		Total	241	248	136	187	204	98	98	

As Keeper of the Laws of the Province of Canada I do hereby certify that the foregoing is a true Copy of Chapter Twenty of the original amended Rolls of the consolidated statutes for Lower Canada now in my possession and instituted "An act respecting Registers of Marriages Baptisms and Burials

Given under my Hand and Seal of Office at Quebec this fifth day of December in the year of our Lord one Thousand Eight Hundred and Sixty one.

(L.S.)

Clk Leg. Council.

1

195

Province of Canada
District of Montreal } Extract from the Register of the Acts of Baptisms Marriages and Burials of the Catholic Parish Church of Montreal known under the name of "La Paroisse du Saint Nom de Marie de la ville de Montréal" for the year one thousand eight hundred and thirty one.

Le Vingt de cembre mil huit cent trente un. Je Prêtre soussigné ai baptisé Antoine né de ce jour du légitime mariage d'Alexis Dany Cultivateur et de Marie Leynie desroziers de cette Paroisse Parrein Antoine Rivet. Marianne Josette Regey qui ainsi que le père ont déclaré ne savoir signer

(signé) Maland Ptre

We the undersigned joint Prothonotary of the Superior Court for Lower Canada in the District of Montreal do hereby certify that the foregoing is a true extract from the Register of the Acts of Baptisms Marriages and Burials of the said Church in the said District. — The said Register deposited in our Office

Given at Montreal this fourteenth day of December in the year of our Lord One thousand eight hundred and fifty one.

Mark Coffin Prothonotary

The twentieth day of
December 1861

Extract of Baptism

of

Antone Davy

(Copy)

Exhibit B

Rev. W. Ritchie

Comm.

On the Twentieth day of December one
thousand eight hundred and thirty one
I the Undersigned Priest have baptised
Antoine born this day of the legitimate
marriage of Oliver Dany Cultivator
and Marie Eugenie Desrosiers of this
Parish. The Godfather was Antoine Rondeau
and the Godmother Josette Papey who
as well as the father declared not to
know how to sign

(Signed) Moland Ptre

A. 761

(Copy)

Exhibit B. being translation of that part A Exhibit 3 which is in the French Language

Thos. W. Ritchie
Comm.

198

Province of Canada
District of Montreal } Extract from the Register of the Acts of Baptisms, Marriages and Burials of the Catholic Parish Church of Montreal known under the name of "La Paroisse de Sainte Nom de Marie de la ville de Montreal for the year one Thousand Eight hundred and thirty four

Le onze Octobre mil huit cent trente quatre Je Prêtre Soussigné ai baptisé Louis Edmond né hier du Legitime mariage D'Olivier Davis Jardinier et de Marie Begin dite Desrosiers de cette paroisse Parroin Louis Brodit Commerçant qui ainsi que la mère ma signé Marraine Julie Leduc Soussignée

(Signé) Julie Leduc
Bonin Ptre

We the undersigned Joint Prothonotary of the Superior Court for Lower Canada in the District of Montreal do hereby Certify that the foregoing is a true Extract from the Register of the Acts of Baptisms Marriages and Burials of the said Church in the said District. The said Register deposited in our Office. Given at Montreal this fourteenth day of December in the year of our Lord one Thousand Eight hundred and thirty one

Mark Coffin D. Vincent

The Twenty ninth day
of August 1874

Before Edward B. Bostwick

and

Louis Edmund Davis

Ship Exhibit "C"

Thos. W. Ritchie

Counsel

2.00

On the eleventh day of October one thousand eight hundred and thirty four, I the under signed Priest have baptised Louis Edmond born yesterday of the legitimate marriage of Olivier Davis Faubert and Marie Reine dite Desrosier of this Parish the godfather was Louis Bro dit Bonnivile who as well the godfather did not know how to sign the mother was Julie Leduc who signed

Julie Leduc

Bonnin Ptre

2004

(Ex)

Exhibit C.C
being translation of
that part of Exhibit
C which is in the
French language
Th. M. Ritchie
Com'r

2.84

Province of Canada
District of Montreal } Extract from the Registers of the
Acts of Baptisms Marriages and Burials of the
Catholic Parish Church of Montreal known
under the name of "La Paroisse du Saint Nom
de Marie de la Ville de Montreal" for the
year one thousand eight hundred and thirty
six.

Le onze Octobre mil huit cent trente
six, Je Prêtre Soussigné ai baptisé
Martine née avant hier du légitime mariage
de Olivier Danny jardinier et de Marie
Seguine dite Desrosiers de cette Paroisse
Parrain Antoine Rautebise Marraine
Marie Anne Séné qui ainsi que le père
ont déclaré ne savoir signer

(Signé) P. Phelan Ptre

We the Undersigned Joint Prothonotary of
the Superior Court for Lower Canada in the
District of Montreal do hereby certify that the
foregoing is a true Extract from the Registers
of the Acts of Baptisms Marriages and Burials
of the said Church in the said District. The
said Registers deposited in our Office

Given at Montreal this fourteenth day of
December in the year of our Lord one thousand
eight hundred and sixty one

Mon. C. Pinsonnault Deputy

The Eleventh day of
October 1836

Ethan A. Hastings
&
Martine Dany

(Sp.) Exhibit D
Thos. M. Ritchie
Comm.

203

On the Eleventh day of October one thousand
Eight hundred and thirty six I the under
signed Priest have baptised Martine
born on the day before Yesterday of the
legitimate marriage of Olivier Dorsay
Gardener and of Marie Seguine dite Desro-
siers, of this Parish, the Godfather was Antoine
Hemtabise the Godmother Marie Anne
Lené who with the father declared not
to know how to sign

(Signed) C. Chaboz Ptre

(Copy) Exhibit D.d—
being translation of
that part of Exhibit
D. which is in the
French language
Th. N. Ritchie
Com'r.

Province of Canada
District of Montreal } Extract from the Registers of the Acts of Baptisms Marriages and Burials of the Catholic Parish Church of Montreal, known under the name of "La Paroisse du Saint Nom de Marie de la Ville de Montreal" for the year one thousand eight hundred and thirty nine

Le quatre Mai mil huit cent trente neuf. Je Prêtre soussigné ai baptisé Alexis né le dix du septime mariage de Olivier Lamy fermier et de Marie Lepine dite Desrosiers de cette Paroisse Parrain Pierre Lepine qui ainsi que le père a déclaré ne savoir signer Marraine Angelique Genier soussigné (Signé) Angelique Genier

J Lonsin Ptre

We the undersigned Joint Prothonotaries of the Superior Court for Lower Canada in the district of Montreal do hereby certify that the foregoing is a true Extract from the Registers of the Acts of Baptisms Marriages and Burials of the said Church in the said District, the said Registers de posées in Our Office

Given at Montreal this fourteenth day of December in the year of our Lord one thousand eight hundred and thirty one

Mark Cobrin Prothonotary

The Fourth Day of May
1839.

Extract of Baptisms
by
Alexr Davis

Copy Exhibit E
Thos. W. Ritchie
Counsel

On the fourth day of May One thousand
Eight hundred and thirty nine I the unde
signed Priest have baptized Alexis born ye
terday of the legitimate marriage of
Alexis Davis Gardener and of Marie
Seguine dite Desrosiers of this Parish the
Godfather was Pierre Paquin who with
the father declared not to know how
to sign, the Godmother was Angelique
Grenier who signed

Signed Angelique Grenier
(") J Jonquin Ptre

1906

(Copy) Exhibit "E".
being translation of
that part of Exhibit "H"
which is in the French
language

Thos. H. Ritchie
Comm'r

207.

Province of Canada
District of Montreal } Extract from the Registre of the Acts of Baptisms Marriages and Burials of the Catholic Church of the Parish of Montreal known under the name of Paroisse du Saint Nom de Marie de la ville de Montreal for the year one thousand eight hundred and forty one.—

Le trois Juin mil huit cent quarante un Je Prêtre soussigné ai baptisé Pierre Pantaléon né hier du légitime mariage de Pierre Dany Jardinier qui a déclaré ne savoir signer et de Marie Reynie dite Desrosiers de cette paroisse Parrain Pierre Beaudry Marraine Dame Agathe Deromme dite Desormeaux soussignés

(Signed) Agathe Deromme
(" ") P. Beaudry
(" ") E. Picard Ptre

We the undersigned joint Prothonotary of the Superior Court for Lower Canada in the District of Montreal do hereby certify that the preceding is a true Extract from the Registre of the Acts of Baptisms Marriages and Burials of the said Church in the said District—the said Registre deposited in our Office. Given at Montreal this fourteenth day of December in the year of our Lord one thousand eight hundred and forty one—

Mont. Cooper Pro. Prothonotary

The third day of June
1841

Extract of Deposition

of

Pierre Pantalion Dany

Copy Exhibit F

Thos. H. Ketchie

Counsel

On the third day of June one thousand
eight hundred and forty one I the undersigned Priest have baptised Pierre Jean
Tolain born yesterday of the legitimate
marriage of Olivier Dany Gardien
who declared not to know how to sign
and of Marie Reyniere dite Desrosiers of
this Parish the God father was Pierre Beaudry
the God mother Dame Agathe Desrosiers dite
Lecornu who have signed

(signed) Agathe Desrosiers
(..) P. Beaudry
(..) E. Picard ptre

(Sig.) Exhibit F.
being translation
of last part of
Exhibit E which
is in the French
language
Thos. W. Ritchie
Comm.

270.

Province of Canada
District of Montreal } Extract from the Registers of the Acts of Baptisms Marriages and Burials of the Catholic Church of the Parish of Montreal under the name of "Paroisse du Saint Nom de Marie de la Ville de Montreal for the year one Thousand Eight Hundred and forty four.

Le trente Janvier mil huit cent quarante quatre, Je Prêtre Soussigné ai baptisé Marie Jane, née ce jour du legitime mariage de Olivier Dumis Jardinier et de Marie Dequis dite Desrosiers, de cette Paroisse Parrain George L. Sandy Marraine Marie Chatham qui ainsi que le père ont déclaré ne savoir signer (Signé) E. Rémi Ptre

We the undersigned Joint Prothonotaries of the Superior Court for Lower Canada in the District of Montreal do hereby certify that the foregoing is a true extract from the Registers of the Acts of Baptisms Marriages and Burials of the said Church in the said District. The said Register deposited in our Office. Given at Montreal this fourteenth day of December in the year of Our Lord One Thousand Eight Hundred and forty one

Mondelet Prothonotary

The thirtieth day of
January 1844

Extract of Baptism

of

Marie Sara Davis

Copy Exhibit C.

Thos. M. Ritchie
Com. Pl.

On the Thirtieth day of January one thousand eight hundred and forty four. I the undersigned Priest have baptized Marie Sara, born on this day of the Legitimate marriage of Olivier Denis Lardenois and of Marie Deguire dite Desrosiers of this Parish the Godfather was George Hardy Marriage Marie Chartrand who with the Father have declared not to know how to sign.

(Signed) L. Ricard Ptre

65 no

Dennis
vs
McCaig et al (Ch Pet)

2/8

Opened and filed
Dec 26th 1861
Thos. B. Carter
Clerk

Exhibit C.9. being
translation of Most
part of Exhibit C
which is in the
French Language
Thos. W. Ritchie
Comm.

(214)

No 318. Chicago May 10. 1852.

Chicago Marine & Fire Ins. Co.

Pay P. Connell or bearer Four Hundred Dollars & Charge the Same to account of

Cannon & McCagg.

$400.

No 322. Chicago May 14. 1852

Chicago Marine & Fire Ins. Co.

Pay P. Connell or bearer, Four Hundred & Seventy seven 18/100 Dollars & Charge the Same to account of

Cannon & McCagg.

$477.18

Exhibit "D"

W B Carter
Clk

Transcript of Pleas
in Mortgage
Alice Dennis Pltf
vs
Egan B. McCoy Deft

Check dated May 10th 1
Ft. returned to in depo-
sition of Witness Penn
Comack -
Stenographer
Notes in Shorthand

Copy rec'd
M. Carlo
Clerk

This Indenture made this fifth day of November in the year of our Lord one Thousand Eight Hundred and fifty one Between Francis G. Blanchard and Mary Blanchard his wife of the City of Chicago County of Cook and State of Illinois party of the first part and Paul Cornell of the same place party of the second part Witnesseth That the said party of the first part for and in consideration of the sum of Seven Hundred and Seventy Dollars lawful money of the United States of America to them in hand paid by the said party of the second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged have aliened remised released conveyed and confirmed and by these Presents do alien remise release convey and confirm unto the said party of the second part and to his heirs and assigns forever All the following described piece or parcel of land known and designated as follows to wit: Twenty acres off of the South End of the West half of the South West quarter of Section Thirty four (34) in Township Thirty nine (39) North of Range Fourteen (14) East of the Third Principal Meridian bounded as follows: Commencing at the South East Corner of the South West Corner of the East half of the said South West quarter. Thence North along the East line of said quarter Forty rods Thence West Eight

rods. Thence South forty rods, thence East
Eighty rods to the place of beginning
Containing Twenty acres be the same
more or less. It is Expressly understood
that the said Blanchard only quit claims
his right to said premises at this time and
for no other purpose whatsoever thereby
Said Claim Deed — To Gether with all
and Singular the Tenements Hereditaments
and Appurtenances thereunto belonging in
or anywise appertaining and the reversion
and reversions remainder and remainders
rents issues and profits Thereof And also
all the Estate right title interest property
possession claim and demand Whatsoever
as well in Law as in Equity of the said
party of the first part of in or to the above
described premises and every part and
parcel thereof with the appurtenances —
To Have and to Hold all and singular
the above Mentioned and described prem-
ises together with the appurtenances unto the
said party of the second part his heirs and
assigns forever — And the said Blan-
chard for himself his heirs Executors
and administrators doth hereby covenant
promise and agree to and with the said
party of the second part his heirs and
assigns that he has not made done com-

218 omitted executed or suffered any act or
acts thing or things whatsoever whereby
or by means whereof the above mentioned
and described premises or any part or
parcel thereof now are or at any time hereafter shall or may be impeached charged
or encumbered in any manner or way
whatsoever. In Witness Whereof the
said party of the first part have hereunto
set their hands and seals the day and year
first above written

Sealed and delivered in presence of
F. A. Boyer

Francis F. Blanchard (L.S.)
Mary Blanchard (L.S.)

State of Illinois
County of Cook ss: I F. A. Boyer a justice
of the Peace in and for the said County
in the State aforesaid do hereby certify
that Francis F. Blanchard and Mary
Blanchard who are personally known to me
as the real persons whose names are sub-
scribed to the annexed deed appeared
before me this day in person and acknowledged
that he executed and delivered the said deed
as his free and voluntary act for the uses and
purposes therein set forth. And the said
Mary Blanchard wife of the said Francis F.

Exhibit "B" to Answer of Defendants
Master in Chancery

Husband having been by me Examined
Separate and apart and out of hearing of
her husband and the contents and meaning
of the said deed having been by me made
known and fully Explained to her She
acknowledged that She had freely and
voluntarily Executed the same & Relinquish-
ed her dower to the lands and tenements
therein mentioned without Compulsion
of her said husband and that She
did not wish to retract the same
Given under my hand and Official
Seal this Sixth day of November in the
Year of our Lord One Thousand Eight
Hundred and fifty one
N. A. Boyce (L.S.)
J. P.

(Exhibit "B" to Answer of Defendants
Master in Chancery)

Deed
Wm. Connell
to
Wm. Connell

Filed in the Clerk's Office
of the County Court
of Lawrence County
Illinois on the
26th day of May
A.D. 1852
D. Kennedy
Clerk

220

Copy Deed
T. O. Carlin Clerk

Be it known that Paul Cornell of the city of Cicero County of Cook and State of Illinois Grantor herein in Consideration of Eight Hundred and Seventy Seven 00/100 Dollars in hand paid by Ezra B. McCagg of the same place Grantee herein do hereby release remise convey and quit claim unto the said Grantee his heirs and assigns all the estate interest title and claim which the said Grantor hath in and to the following described premises with the appurtenances situate in the County of Cook and State of Illinois The South half of the South East quarter & the South West quarter of Section Thirty four (34) in Township Thirty nine (39) North of Range Fourteen (14) East of the Third Principal Meridian containing Twenty acres be the same more or less. Witness the hand and seal of the said Grantor this Tenth day of May Eighteen hundred and fifty Two

Executed in Presence of

Paul Cornell (L.S.)

This certifies that on the Tenth day of May Eighteen hundred and fifty Two before me Henry Mallory a Notary Public in & for the County of Cook in the State of Illinois appeared Paul Cornell known to be known & me to be the real person whose name

Quit Claim Deed

Paul Cornell

To

Ezra B. McCagg

34577

State of Illinois } ss.
County of Cook }

This instrument was filed for Record the 17 day of May A.D. 52 and duly recorded in Book No 45 of Deeds Page No 606 ——

A. D. Howard
Recorder

This indenture of the twenty second day of April in the year of our Lord one thousand eight hundred and fifty two between Paul Cornell of the County of Cook and State of Illinois of the first part and Ezra B. McCagg of the County and State aforesaid of the second part Witnesseth that the said party of the first part for and in consideration of the sum of Two Thousand Dollars to him in hand paid by the said party of the second part the receipt whereof is hereby acknowledged has granted bargained sold and conveyed and by these presents does grant bargain sell and convey unto the said party of the second part his heirs and assigns forever all that certain lot piece or parcel of land situated in the County of Cook and State of Illinois and known as Lot Number Two (2) in Block Number Two (2) in Canal Trustees Subdivision of the West Fractional Quarter of Section Number Thirty Six (36) in Township Number Forty (40) North of Range Number Fourteen (14) East of the Third Principal Meridian

(C.C.)

Copy Plat
Sec 34 T 39 N R 14 E 4th

This Indenture made the Eighth day of May in the year One thousand Eight hundred and fifty two Between Joseph M. Dennis and Ellen Dennis his wife of the city of Chicago in the county of Cook and State of Illinois of the first part and Egra B. McCagg of the same place of the second part Witnesseth that the said party of the first part for and in consideration of the sum of Fifty Dollars lawful money of the United States of America to them in hand paid by the said party of the second part at or before the Ensealing and delivery of these presents the receipt whereof is hereby acknowledged have aliened remised released conveyed and confirmed and by these presents do alien remise release convey and confirm unto the said party of the second part and to his heirs and assigns forever all their right title and interest in and to the South Twenty (20) acres of the East half of the South west quarter of Section Thirty four (34) in Township Thirty nine (39) North Range fourteen (14) East of the third principal meridian in the county of Cook and State of Illinois To yether with all and singular the hereditaments and appurtenances

thereunto belonging or in any wise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof and also all the estate right title interest claim property possession and demand whatsoever as well in law as in Equity of the said party of the first part of in or to the above described premises and every part and parcel thereof with the appurtenances. To have and to hold all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second part his heirs and assigns forever. In Witness whereof the said party of the first part have hereunto set their hands and seals the day and year first above written

Sealed and delivered in presence of A. J. Brown

Joseph his x mark M. Dennis (Seal)

Ellen her x mark Dennis (Seal)

State of Illinois
Cook County ss: I Andrew J. Brown a Notary Public in and for said County in said State do hereby certify that this day personally appeared before me Joseph M. Dennis and Ellen his wife who are to me personally known to be the real persons whose names are subscribed to the foregoing Deed as having executed the same and acknowledged that they freely and voluntarily signed sealed and delivered said deed as their free act and deed for the uses and purposes therein set forth.
And the said Ellen Dennis wife of the said Joseph M. 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 deed having been by me fully made known and explained to her She acknowledged that she had freely and voluntarily executed the same and relinquished her right of dower to the lands and tenements therein described without fear or compulsion of her said husband and that she does not wish to retract the same. In testimony whereof I have hereunto set my hand and notarial seal
L. S. This Eighth day of May A.D. 1852.
Andrew J. Brown
Notary Public

No 34,424 filed for record May 10th 1862

Patent issued May 13th 1862

Edwin Tainter

To

Eugene R. McClung

Assignor to Himself & Company

Edwin Tainter's Churn Dash

26

Exhibit "C"
Deed
Clerk

This Indenture made the tenth day of May in the year one thousand eight hundred and fifty two Between Maxime Herenden Snesechel and Lucy his wife John Schmidt and Mathilde his wife John B. Valliquette and Clara Margareth his wife and Oliver Dennis and Lucy his wife all of the city of Chicago in the County of Cook and State of Illinois the said Lucy Snesechel Mathilde Schmidt and Clara Margareth Valliquette being heirs and devisees of Oliver Dennis late of said City of Chicago deceased party of the first part and Ezra B. McCagg of the same place party of the second part. Witnesseth that the said party of the first part for and in consideration of the sum of One hundred and fifty dollars ($150) lawful money of the United States of America to them in hand paid by the said party of the second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged have aliened remised released conveyed and confirmed and by these presents do alien remise release convey and confirm unto the said party of the second part and to his heirs and assigns forever All the following described premises situate lying and

being in the County of Cook and State of Illinois to wit: Twenty (20) acres off the South East of the East half of the South west quarter of Section Thirty four (34) in Township Thirty nine (39) North of Range Fourteen (14) East of the Third Principal Meridian bounded as follows Commencing at the South East corner of the East half of the said South west quarter thence North along the East line of said quarter Forty rods thence west Eighty rods thence South forty rods thence East Eighty rods to the place of beginning containing Twenty (20) acres more or less together with the buildings and improvements situate thereon. Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof. And also all the Estate right title interest claim and demand whatsoever as well in Law as in Equity of the said party of the first part of in or to the above described premises and every part and parcel thereof with the appurtenances. To

28

Have and to Hold all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second part his heirs and assigns forever And the said Maxime Hercule Imeschal John Schmidt and John B. Valliquette for themselves their heirs Executors and administrators do hereby Covenant promise and agree to and with the said party of the second part his heirs and assigns that they have not made done committed Executed or suffered any act or acts thing or things whatsoever whereby or by means whereof the above mentioned and described premises or any part or parcel thereof now are or at any time hereafter shall or may be impeached charged or incumbered in any manner or way whatsoever. In Witness whereof the said party of the first part have hereunto set their hands and seals the day and year first above written.

Sealed and delivered in presence of
A. J. Brown

Maxime his x mark Hercule Imeschal (Seal)
Lucy her x mark Imeschal (Seal)
John Schmidt (Seal)
Mathilde her x mark Schmidt (Seal)
Oliver Dennis (Seal)
Lucy her x mark Dennis (Seal)

Jean B. his X Valliquette (Seal)
Clora her mark M. Valliquette (Seal)

State of Illinois
County of Cook ss. I Andrew J. Brown a Notary Public in and for said County in said State do hereby certify that this day personally appeared before me Maxime Heneuse Seneschel and Lucy his wife John Schmidt and Mathilde his wife Jean B. Valliquette and Clora Marguerette his wife and Oliver Dennis and Lucy his wife who are all known personally known to be the real persons whose names are subscribed to the foregoing Deed as having Executed the same and acknowledged that they freely and voluntarily signed sealed and delivered the same as their free and voluntary act for the uses and purposes therein set forth. And the said Lucy wife of the said M. M. Seneschel and Mathilde wife of John Schmidt and Clora Marguerette wife of said Jean B. Valliquette and Lucy wife of said Oliver Dennis having been by me examined severally and apart and out of the hearing of their said husbands and the contents and meaning of said deed having been by me fully made known and explained to them

they severally acknowledged that they had freely and voluntarily executed the same without fear or compulsion of their said husbands and the said Lucy Dennis relinquished her right of dower to the lands and tenements in said deed described and that they do not wish to retract the same.

In testimony whereof I have hereunto set my hand and Notorial (L.S.) seal this Eleventh day of May A.D. 1852 Andrew J. Bowie Notary Public

No 34.465 - Filed for Record 11. May 1852

M. C. Branch
and others
To
E. B. McCoy

Quit Claim Deed

(Copy)

Copyright
Mar 4 80 Cantz
Clerk

This Indenture made the seventeenth day of July in the year one thousand eight hundred and fifty two Between Mary Dennis widow of Oliver Dennis deceased of the city of Chicago in the County of Cook and State of Illinois of the first part and Eyra B. McCoy of the same place of the second part Witnesseth that the said party of the first part for and in consideration of the sum of fifty dollars lawful money of the United States of America to her in hand paid by the said party of the second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged has aliened remised released conveyed and confirmed and by these presents does alien remise release convey and confirm unto the said party of the second part and to his heirs and assigns forever. All the following described premises situate and being in the County of Cook and State of Illinois and bounded and described as follows to wit. Twenty (20) acres off of the South End of the East half of the South west Quarter of Section thirty four (34) in Town thirty nine (39) north of Range fourteen (14) East of the third principal meridian Together with all and singular the tenements hereditaments and appurtenances thereunto

belonging or in any wise appertaining and the reversion and reversions remainder and remainder rents issues and profits thereof. And also all the estate right title interest dower & right & dower property possession claim and demand whatsoever as well in law as in equity of the said part of the first part of in & to the above described premises and every part and parcel thereof with the appurtenances. To have and to hold all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second part his heirs and assigns forever. And the said Mary Lewis for herself her heirs executors and administrators does hereby covenant promise & engage to and with the said part of the second part his heirs and assigns that she has not made done committed executed or suffered any act or acts thing or things whatsoever whereby or by means whereof the above mentioned & described premises or any part or parcel thereof now are or at any time hereafter shall or may be impeached charged or incumbered in any manner or way whatsoever. In witness whereof the said party of the

first part has hereunto set her hand and seal the day and year first above written

Sealed and delivered
in presence of } Mary her X mark Dennis (L.S.)

State of Illinois
Cook County } I, N. C. Turner a Notary Public in and for said County in the State aforesaid do hereby certify that Mary Dennis who is personally known to me to be the real person whose name is subscribed to the within deed appeared before me this day in person and acknowledged that she had executed and delivered the said deed as her free and voluntary act and deed for the uses and purposes therein mentioned and relinquished her dower to the premises therein described.

(L.S.) Given under my hand and Notarial seal this Seventeenth day of July A.D. 1852

N. C. Turner
Notary Public

No 35.5.6 Filed for Record July 17th 1852

Mary Saunders Widow

to

Ezra B. McCagg

Quit Claim Deed

(Copy)

Copyist
N.B. Carter
Clerk

36

This Indenture made the twenty third day of August in the year one thousand eight hundred and fifty two Between Antoine Denis of St Pauls in the Territory of Minnesota and Louis Denis of Chicago in the County of Cook and State of Illinois Children and heirs at law of Alice Denis late of said County Cook deceased party of the first part and Lyman B. McCagg of said city of Chicago party of the second part, Witnesseth that the said party of the first part for and in Consideration of the sum of One hundred dollars lawful money of the United States of America to them in hand paid by the said party of the second part at or before the ensealing and delivery of these presents. The receipt whereof is hereby acknowledged. have aliened remised released conveyed and confirmed and by these presents do alien remise release convey and confirm unto the said party of the second part and to his heirs and assigns forever all the following described lands and premises situate and being in the County of Cook and State of Illinois to wit: The South twenty acres (20) of the East half of the South West quarter of Section Thirty four (34) in Township Thirty nine (39) North of Range Fourteen (14)

East of the third principal Meridian
Together with the buildings and improve-
ments thereon situate. Together with
all and singular the tenements hereditа-
ments and appurtenances thereunto
belonging or in anywise appertaining
and the reversion and reversions remain-
der and remainders rents issues and
profits thereof. And also all the Estate
right title interest inherently possession
claim and demand whatsoever as
well in Law as in Equity of the said
parts of the first part of in to the
above described premises and every part
and parcel thereof with the appurtenances
To have and to hold all and singular
the above mentioned and described prem-
ises together with the appurtenances
unto the said party of the second part
his heirs and assigns forever. And the
said parties of the first part for themselves
and for their heirs Executors and adminis-
trators do hereby covenant promise
and agree and with the said party of
the second his heirs and assigns that they
have not made done committed Executed
or suffered any act or acts thing or
things whatsoever whereby or by means
whereof the above mentioned and described

premises or any part or parcel thereof now are or at any time hereafter shall or may be impeached charged or incumbered in any manner or ways whatsoever. In Witness Whereof the said party of the first part have hereunto set their hands and seals the day and year first above written

Sealed and delivered } Antoine Dennis (Seal)
in presence of } Louis Dennis (Seal)

State of Illinois
Cook County } ss: I V. C. Turner a Notary Public in and for said County in the State aforesaid do hereby certify that Antoine Dennis and Louis Dennis personally known to me as the same persons whose names are subscribed to the foregoing instrument of writing appeared before me this day in person and acknowledged that they signed sealed and delivered the said instrument of writing as their free and voluntary act for the uses and purposes therein set forth. Given under my hand and Notarial Seal this Twenty third

(L. S.) day of August A.D. 1852

V. C. Turner
Notary Public

3627 filed for record Aug 28 1852

04. Antonio Francisco Lemus

To

Ezra B. McCoy

Mary Louise Clemens

Dec.

Filed Jany 24 1851

240

Ex parte Francis G. Blanchard

Petition Rendered

To the Hon. Giles Spring Judge
of the Cook County Court of
Common Pleas in Chancery sitting.

Your orator Francis G. Blanchard of the County of Cook in the State of Illinois complaining shows unto your Honor that on the 26th day of April A.D. 1847, he executed under his hand and seal and delivered to one Oliver Dennis then of said County but since deceased a bond bearing date on that day in the penal sum of Two thousand dollars with a condition thereunder written in substance that whereas your orator had on said day sold to said Dennis his heirs and assigns Twenty acres off the south end of the East half of the South West quarter of Section thirty four in Township thirty nine North of Range fourteen east of the third principal meridian lying in said County of Cook for the sum of one thousand dollars and if the said Dennis should pay your orator said sum as follows $450 in hand to be paid; $300 on 1st May A.D. 1848 and $250 on 1st May A.D. 1849. with interest at six per cent: then upon payment of said sums being made at the time and in the manner aforesaid your orator should execute to said Dennis his heirs and assigns a good and sufficient Deed of Conveyance in fee simple free from all encumbrance with full and proper covenants of warranty for the said Land and the said Bond should thereupon be null and void as by reference to said Bond a Copy of which is herewith produced marked A will

more fully appear which said Bond was duly recorded.

And your orator further shows that of the said purchase money the sum of four hundred and fifty dollars only has been paid and that no proceedings at law have been had to recover any part of the remainder of said purchase money.

And your orator believes and states that Mary Dennis the Widow and Oliver Dennis the son of said Oliver Dennis deceased claim some interest in the said premises under and by virtue of the said payment and of the said Bond.

And your orator further shows that since the said 1st day of May A.D. 1849, your orator upon two different occasions presented a deed of Conveyance for the said premises containing covenants as stipulated for in said Bond to the said Mary Dennis and to the said Oliver Dennis the son and demanded from them the balance of the said purchase money and interest and offered to deliver the said Deed to them on payment thereof which said Deed was duly executed and acknowledged but the said Mary and the said Oliver the son wholly refused to pay the said ballance or any part thereof. And your orator further shows that the said Mary Dennis has leased the said premises and received as your orator charges, the full amount of what the said Oliver Dennis in his lifetime paid to your orator.

To the end therefore that the said Mary Dennis and Oliver Dennis the son may answer upon oath all

and singular the matters herein charged and that an account may be taken of the principal and interest due upon said Bond and that the said Mary and Oliver and all persons claiming under the said Oliver Dennis deceased may be debarred from all right of equity in said premises under said Bond and that the said Bond be delivered up to your orator and be cancelled and that your orator may have such other & further relief as to your Honor may seem meet.

May it please your Honor to grant process of subpoena to the said Mary and Oliver commanding them to appear on the first day of the next term of this Court and answer all the matters and things herein charged as aforesaid.

P. Ballingall. Francis G. Blanchard
Sol.r

Summons

Ch. Ct. Cook Co. Ill. Jan. 24 1851

State of Illinois } ss.
Cook County }

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

We Command you that you summon Mary Dennis and Oliver Dennis if they shall be found in your county, personally to be and appear before the Cook County Court of Common Pleas of said County, on the first day of the next term thereof, to be holden at the Court House, in the City of Chicago, in said county, on the 1st Monday of February next to answer unto Francis E. Blanchard in his certain Bill of Complaint filed in our 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 Walter Kimball, Clerk of our said Court, and the seal thereof, at the City of Chicago, in said county, this 24th day of January A.D. 1851.

Walter Kimball
Clerk

Executed by reading and delivering a Copy of the within to Mary Dennis. Oliver Dennis not found in my County

Wm L Church Sheriff
By A. A Dupton Deputy

Decree Jan 28 1857

Francis G. Blanchard
vs.
Mary Dennis impleaded
with Oliver Dennis
} Petition for Relief &c.

Copy Mc Clure

Decree Entered
November 28 1857

And now comes the complainant Francis G. Blanchard by P. Ballingall his solicitor and it appearing to the Court that the Defendant Mary Dennis has been regularly served with Process and she having been in open Court three times solemnly called came not nor any one for her but made default herein which is entered of record and thereupon on motion of the said Solicitor it is ordered that she plead answer or demur instanter to the said Petition and thereupon she being again called as aforesaid makes default therein, whereupon it is ordered that the said Petition be and is taken pro confesso. And it appearing satisfactorily to the Court that the said Complainant did on the twenty sixth day of April A.D. 1847. executed and delivered under his hand and seal, to one Oliver Dennis then of the County of Cook in the state of Illinois but since deceased and then the husband of the said Mary, a bond bearing date the day and year last aforesaid in the penal sum of Two thousand Dollars with a condition underwritten in substance that the said Compt had on said day sold to said Oliver, his heirs and assigns Twenty acres off

the south end of the East half of the South West Quarter of section thirty four in T. 39. N.R 14. E. of 3d P.M. lying in said County of Cork for the sum of $1000.- and that if the said Oliver would pay said Complainant said sum of money as follows $450.- in hand, $300 on 1st May A.D. 1848 and $250 on 1st May A.D. 1849 with interest at six per cent per annum thereupon such payments being made at the times and in the manner aforesaid the said Complainant would execute to said Oliver his heirs and assigns a good and sufficient deed of Conveyance for said Land in fee simple free from all incumbrances with full and proper Covenants of warranty and that thereupon the said Bond should be null and void. And it further satisfactorily appearing to the Court that the said sum of $450.- of said purchase money had only been paid to said Complainant by said Oliver and that no proceedings at law have ever been had to recover any part of the two remaining payments but that both with interest as aforesaid still remain due and that since the said first day of May A.D. 1849 the said Complainant had on two different occasions presented & tendered to said Mary and the said Oliver defendant herein (the sons of the said Oliver deceased) a Deed of Conveyance for said Land duly executed and acknowledged containing all the Covenants in said bond mentioned and offered to deliver the same upon payment of the two last men-

tioned sums and interest but that they severally refused to pay the same or any part thereof, And it further appearing to the Court that the said Mary had entered upon and leased the said Lands and received as rent therefor the full amount of money paid to the Complainant by the said Oliver in his lifetime, It is ordered adjudged and decreed that the said Mary and all persons claiming under her be and they are hereby debarred from all right of equity in said Lands under the said Bond, and it is further decreed that the said Bond be delivered to Complainant and the same is hereby declared void and cancelled; and it is further ordered that the said Mary pay the costs herein and that Complainant have execution therefor.

State of Illinois
County of Cook } ss I Thomas B Carter Clerk

of the Superior Court of Chicago within and for the County and State aforesaid do hereby Certify that the foregoing is a full true and Complete Transcript of all the papers on file in my office all the orders and judgment entered of record in said Court and all the proofs filed in a certain Case wherein, Olivier Dennis, Joseph Dennis Antoine Dennis Alexander Dennis Marsinie Hercule Senuschal and Lucy Senuschal Joseph Brozzel and Maria Brozzel John Schmitt and Mary Matilda Schmitt Andelin Gottstein and Sarah Gottstein were Complainants and Ezra B McCagg George A Spengler, Josiah L James Thomas Wallace Simmons Lancaster and Martha Lancaster, Jonathan Burr Albert G Bratenpiece Stella Thompson Widow, and Ellen Thompson James Thompson and Charles Thompson heirs at law of Philo H Thompson deceased John B Valliquette and Margaret Valliquette were Defendants. Also the Appeal Bond filed in said Cause

In Testimony whereof I hereunto set my hand and affix the Seal of said Court at the City of Chicago and County aforesaid this Eighteenth day of March A D 1863

Thomas B Carter

Clerk

Illinois

Third Grand Division at
Ottawa
April Term A.D. 1863

Alexander Dennis et al.
vs
Ezra B. McCagg et al

Record

Filed March 27th 1863
L. Leland Clerk

Fees. Transcript $9.50.