

Interrogatory Fourth Do you know whether or not Hynkoop the complainant offered said land for sale or any part thereof during the years of 1849. and '50.

Answer

I do not only, from Mr Hynkoop

Interrogatory Fifth. What is now the average value per acre of said tract of land aside from any improvements made by Mr Bull, one of the defendants herein

Answer

I believe it is ~~now~~ worth thirty dollars an acre
H. Butler

Willard Jones of Lake County being duly sworn deposes and says as follows.

Interrogatory First What is your age Occupation and place of Residence

Answer My age is fifty six my occupation is a Farmer my residence is Warren Lake County Illinois

Interrogatory

Second

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

Answer

Same. My opinion is that the average price would be Eight dollars an acre.

Interrogatory
Third

What is now the average value thereof per acre deducting any or all improvements made since Nyrkoop the Complainant has left the occupancy of the lands

Answer

Eighteen Dollars

Interrogatory
Fourth

Who occupied said tract of land from the summer of 1835 to the Spring of 1850.

Answer

Tobias Nyrkoop

Interrogatory
Fifth

In what condition was said tract of land at the time Nyrkoop took possession of it

Answer

At the time Nyrkoop took possession of the Land there was a small Shanty on it and no other improvements that I know of

Interrogatory
Sixth

Who was the owner of the land at that time and at what time did this tract of land come into market

Answer

I suppose the United States was the owner It was ^{not} surveyed at that time It came into market in June 1842

Interrogatory
Seventh

Were any improvements made on said tract of land by said Nynkoop between the years A.D. 1835 & the year 1850. If you state what said improvements were and when they were made.

Answer

There was there was breaking, fencing there was breaking done in 1835 and from that up to 1840 I should think up to 1840 there was one hundred acres broke. In 1834 there was about 30 acres fenced which was hardly a middling fence It was a rail fence I should think that the balance of the 100 acres was fenced previous to 1840 with rail fence was not a first rate good fence rails were small perhaps a six rail fence. The complainant commenced a room fence of one rail in 1836 at the Co Plain River and extended it west two miles but whether he extended it any further in any other direction I do not know. He also built a log house in 1835, on the land and continued to make additions to it from time to time until he made a good comfortable log house of it with two rooms to it

and between 1840 & 50 I think he built a house further north which was a log house also then he built a very Extensive Deer park containing 40 or 50 acres inclosed with a common rail fence nine or ten feet high there were 3 or 4 wings to the park extending out I should think one hundred rods being rail fence about the same height of the park fence. He cultivated between 1840 & 1850 about 100 acres

Interrogatory Eighth

What claim had Mr. Hyakroop to that tract of land or any portion of it between 1835 and 1842

Answer ^{to Eighth} He was a squatter on the land and had peaceable Possession Willard Jones.

Cross Interrogatory

What could that whole lot of land be sold for in ~~the~~ cash in 1850

Answer Eight dollars an acre

State of Illinois

Lake County Ill J. Elijah McHarris a Justice of the peace in and for said ^{county} do hereby certify that the foregoing deposition of George Harris Horace Butler and Willard Jones was taken before me at the time and place mentioned in the caption

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thereof in pursuance of the notice hereto prefixed
That the said Witnesses previous to the commencement
of Examination sworn to testify the truth and the
whole truth in relation to the matter in controversy
between the said parties in the caption of said
deposition mentioned so far as they should be
Interrogated in relation thereto and that after
said deposition was taken the interrogatories and
answers to the same as written above were read
over to said witness severally and that thereupon
the same was signed by said witness and they were
again sworn by me. Witness my hand & Seal
this 26th day of March A.D. 1886

E. M. Haines

Justice of the Peace

Complainant next offered & read in evidence
the deposition of Benjamin F. Styles which said
deposition is in the words & figures following to-wit:

The Deposition of Benjamin F. Styles of the County
of Nicollet and Territory of Minnesota a witness
of lawful age produced, sworn and examined
upon his corporal oath on the thirteenth day of

December one thousand Eight hundred and fifty six
 at the house of Benjamin F Styles in the town of Eureka
 County of McLeod Territory of Minnesota by me a
 commissioner Sydney L Styles duly appointed by a Sed
 inus Protestatum or commission issued out of the
 Clerks office of the Circuit Court of Lake County
 in the State of Illinois bearing Teste in the name
 of A. B. Cotes Esq Clerk of the said Circuit Court with
 the seal of the said Court affixed thereto and to me
 directed as such commissioner for the examination
 of the said Benjamin F Styles a witness in a certain
 suit and matter in controversy now pending and
 undetermined in the said Circuit Court wherein
 Tobias Nynkoop is Plaintiff and Caleb Copwing Et al
 are defendants in behalf of the said Complainant
 Tobias Nynkoop, as well upon the cross interrogatories
 of the defendants, as on the interrogatories of the
 Complainant which were attached to or inclosed with
 the said commission and upon none others

The said Benjamin L Styles being first duly sworn
 by me as a witness in 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 to-wit:

Interrogatory 1st What is your age occupation and place of Residence?

Answer My age is fifty two years. I am a farmer and reside at Eureka in Beckett County Minnesota Territory

Interrogatory 2^d

Are you acquainted with Tobias Nyenkoop & Caleb Cowing the above named Complainant and defendant or either of them? If you say that you are then state how long you have known them or either of them.

Answer

I am well acquainted with Tobias Nyenkoop and have known him intimately for nineteen years I am also acquainted with Caleb Cowing and have known him for eighteen

Interrogatory 3rd Do you know whether or not the above named Complainant made any endeavors to sell the farm or any portion of the same upon which he resided from the beginning of 1849 to the Spring of 1851 during said time or during any part of the time

Answer to
Interrogatory Third

I know that a portion of the land owned and occupied by Tobias Nynkoop was in the market for sale and that he endeavored to sell a portion of it in the year A D 1850

Interrogatory Fourth What Endeavors if any did the complainant make to sell said farm from the beginning of 1849 up to the Spring of 1851. State fully

Answer

He invited several individuals to look at said farm for the purpose of effecting a sale he also offered to sell me a portion of it all this was between 1849 and 1851 I think it was in 1849 that he offered to sell me a portion of it. He also offered as an inducement to purchase that he would give me two years credit on a portion of the purchase money

Interrogatory Fifth. What was said farm worth per acre in the Spring of the year A D 1851.

Answer

I was not in Illinois in the Spring of 1851 I left Illinois in March 1850 at that time lands in that neighborhood were selling at from eight to fifteen dollars per acre I should judge that Tobias Nynkoop's

land referred to was worth at least (10¢) Ten dollars
per acre in 1850 when I left

Interrogatory
Such

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

Answer

I know nothing more in the matter except from
hearsay and rumor I heard Cowen say he entered
for Nyunkoop Benjamin L Styles

Sworn to and subscribed before me

This 13th day of December 1886

Sidney L Stiles

I Sidney L Styles of the County of Mead
Territory of Minnesota a commissioner duly
appointed to take the deposition of the said Benjamin
L Styles a witness whose name is subscribed to the
foregoing deposition do hereby certify that previous
~~to the commencement of the examination of the said~~
~~Benjamin L Styles as a witness whose name is subscribed~~
~~to the foregoing deposition do hereby certify that~~
previous to the commencement of the examination of
the said Benjamin L Styles as a witness in the said

suit between the said Tobias Nyarkoop Plaintiff and the said Calib Cowing defendant he was duly sworn by me as such Commissioner to testify the truth in relation to the matters in controversy between the said Tobias Nyarkoop Plaintiff and the said Calib Cowing defendant so far as he should be interrogated concerning the same; that the said deposition was taken at the house of Benjamin L. Styles in the town of Eureka in the county of Itasca and Territory of Minnesota on the 13th day of December A. D. 1886 and that after said deposition was taken by me as aforesaid the interrogatories and answers thereto as written down were read over to the said witness and that there upon the same was signed and sworn to by the said deponent before me, the oath being administered by me as such Commissioner at the place and on the day and the year last aforesaid

Sidney L. Styles
Commissioner

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Complainant next offered & read in evidence the deposition of John Diamond which said dep-

osition is in the words & figures following to wit

The Deposition of John Diamond of the City of Chicago and State of Illinois a witness produced sworn and examined before me Elijah McKains a Justice of the peace in and for the County of Lake and State of Illinois on the 27th day of May A.D. 1886 at my office in Waukegan in said County in pursuance and by virtue of an agreement between the parties having previous notice, J. L. Clark Esq. appearing on the part of the Complainant and C. W. Winton for the defendants. Said deposition to be used and read in evidence in a certain cause now pending in the Lake County Circuit Court on the Chancery side thereof between Tobias Wynkoop Complainant and Abraham A. Post Caleb Cowing and Julius Bull defendants on the part of said defendants.

Interrogatory First

What is your age occupation and place of residence

Answer

My age is about Sixty years my occupation is that of a Butcher. My Residence is Chicago. Illinois

Interrogatory Second, Are you acquainted with the parties named.

in the Caption of this your deposition how long have you known them

Answer

I am acquainted with Tobias Byrnskoop. I never saw ^{Mr} Post or Mr Cowing but think I have seen Mr Bull I have been acquainted with Mr Byrnskoop since sometime in the year 1848.

Interrogatory Third,

When did Tobias Byrnskoop reside during the years 1848 1849; & 1850

Answer

We lived in a log house about a mile and three quarters north of the village of Libertyville it was on the same tract of land where the Bulls now live

Interrogatory Fourth

Are you acquainted with the tract of land north of Libertyville known as the Byrnskoop tract and do you know whether the Messrs Bulls now reside upon it

Answer . I am, and said Bulls now reside upon it

Interrogatory Fifth

Do you know of Tobias Byrnskoop making any efforts to sell the tract of land above mentioned or any portion of it at any time if so state what you know about it

(D)

Answer

In the year 1819, I went to Mr. ^{Tobias} Nynkoop to see his lands he showed me all over it and wanted to sell to me and offered to sell one hundred acres or less or more, this was along in May or June He offered to sell me any part of it I might choose He showed ^{me} the springs and rivulets on the place and afterwards and during the same year or the fore part of 1820 my Brother in law Mr Osburne came to this country when Mr Nynkoop sent his son William to me to have me intercede with my brother in law to have him buy some land of Mr Nynkoop

Interrogatory Sixth

From your knowledge of his (Nynkoop's) attempts to sell this Land would you say that he was anxious to sell or not, objected to by 8th solicitor

Answer

Yes he was anxious to sell he wished to sell but I thought he asked more for it than I would like to give, but perhaps no more than it was worth

Interrogatory Seventh

Did Mr Nynkoop make more than one attempt to sell the property to you

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Answer

I believe more than ten attempts he was at me every time I saw him to buy it

Interrogatory eighth

What reason did Mr Mynkoop assign for his anxiety to sell the land objected to by Dfts solicitor

Answer

He told me that he wanted to sell for he had money to pay on it

Interrogatory Ninth

State if you know whether farming lands in the vicinity of Mr Mynkoop were meeting with ready sale or not at that time

Answer

There were not meeting with ready sale at that time there was no person buying at the time

Cross Interrogatory

First

At what time did you come to this Country to reside

Answer

I came to New York about the time Gen Taylor was Elected President. I left England in October 1848 and arrived in this Country in the same year in November

Interrogatory

Second

Where have you resided since your arrival in this Country and in what business or

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Answer

occupation have you been engaged

"The first ^{two} years I worked a farm at Libertyville
belonging to Doct Foster since that I have
lived on the sand ridge near Chicago till
about seven months ago I went into Chicago
to live. While, I lived on the sand ridge
road I carried on business as a Butcher
and Cattle dealer and pursued the same
business in Chicago

Interrogatory

Third

Did you purchase any land of John's Wynnkoop
in Lake County Illinois which you say he offered
to sell you in your direct examination. If you
say you did not, ~~then~~ state why you did not

Answer

I did not, I liked to ^{do} other things with my money
than buy land

Interrogatory

Fourth

Had you in '48, '49, or '50 means, really means
or money to any considerable extent to invest in lands
or otherwise

Answer

I had money to do my business and I have
done a pretty big business too I think

Interrogatory Fifth How do you know that Tobias Myrskoop sent his son to you to effect a sale of said lands as testified to by you on your direct examination.

Answer The young man came to my house and told me so

Interrogatory Sixth Do you know of Tobias offering to sell said land to any other person than as above stated by you

Answer No not any particular person
John Dymond

State of Illinois

Lake County 3d.

I Elijah M. Haines a Justice of the peace in and for said County do hereby certify that the foregoing deposition of John Dymond was taken before me at the time and by agreement as set forth in the caption, that the said witness was first duly sworn to testify the truth and the whole truth in relation to the matter in controversy between the said parties in the caption of said deposition mentioned so far as he should be interrogated in relation thereto and that after said deposition was

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taken, the Interrogatories and answers
thereto as written above were read over to said
witness and that thereupon the same was
signed by said witness and he was again
sworn by me, witness my hand & seal this
27th day of May A.D. 1856

E. M. Haines Seal
Justice of the Peace

Complainant next offered and read in
evidence the deposition of Alonzo S. Wynkoop
which said deposition^s in the words & figures
following to wit

The deposition of Alonzo S. Wynkoop
of the County of Chemung State of New York a
witness of lawful age produced sworn and
examined upon his corporal oath on the
ninth day of December one thousand eight
hundred and fifty six at the office of
Thomas Maxwell in the village of Elmira
County of Chemung & State of New York by
me a Commissioner appointed by a de deimus
Protestation or Commission issued out of
the Clerk's Office of the Circuit Court of Lake

County in the State of Illinois bearing Teste
 in the name of A.B. Cotes Esq. Clerk of the ^{Isaia} Circuit
 Court with the Seal of the said Circuit Court
 affixed thereto, and to me directed as such Commissioner
 for the examination of the said Alonzo J. Nynkoop as
 witness in a certain suit & matter in controversy now
 pending and undetermined in the said Circuit Court
 wherein Tobias Nynkoop is plff or Complt and Caleb
 Cowing Et al are defendants in behalf of the said
~~plff or~~ Complainant as well upon the cross interrogatories of the
 defendants as on the interrogatories of the plff or
 Complainant which were attached to or enclosed
 with the said Commission and upon none others
 The said Alonzo J. Nynkoop being first duly sworn by
 me as a witness in the said cause previous to the
 commencement of his examination to testify the truth
 as well on the part of the plff or complainant as the
 defendant so far as he should be interrogated, testified
 and deposed as follows

Interrogatory first

What is your age occupation & place of residence

Answers to 1st Interrogatory

My age is fifty six years my Occupation a farmer &
 residence Chumney, Chumney County State of New York

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Interrogatory Second, Are you acquainted with Tobias Nynkoop and Calib Cowing and if yes how long have you known them

Answer to Second Interrogatory, I have been acquainted with Tobias Nynkoop about forty years and with Calib Cowing about thirty years

Third Interrogatory Do you know the farm in Lake County Illinois known as the Nynkoop Farm now occupied by Mrs Bull, and situate on the road from Mankyan to Libertyville. If you say that you do, then state how long you have known it?

Answer to Third Interrogatory, I know the said Farm and have known it since 1839.

Fourth Interrogatory Did you ever have any negotiations with Calib Cowing in relation to the purchase of said Farm? If you say that you did then state, at or about what time you had the same and what such negotiations were as near as may be

Answer to Fourth Interrogatory In January 1850 I had a negotiation with Calib Cowing in reference to said farm & had the refusal of the same for a certain time. Cowing stated that the farm contained 1520 acres of land, for which if I took it I was to pay about Six thousand dollars. During the

time I had the refusal of the property I had made application to Tobias Wynkoop through my agent to learn what he would take for his interest in the premises from whom I learned that Tobias Wynkoop required two dollars per acre for his claim on the premises as near as I can now recollect. Consequently I did not purchase, and as it to be sold on the 7th May 1850 at public auction I thought I could purchase cheaper.

Fifth Interrogatory Do you know whether or not said farm was ^{ever} advertised for sale at public auction, by any person? If you say that it was then state by whom it was advertised & when and at what place the sale was to take place?

Answer to Fifth

Interrogatory I was informed by Caleb Corwin, and think I also saw an advertisement in a Geneva N.Y. Paper that the said Farm would be sold at public auction at Geneva N.Y. on the 7th of May 1850 by Caleb Corwin

Sixth

Interrogatory Do you know of any person or persons attending at the time and place of said sale, for the purpose of purchasing said Farm? If you say that you do then state who you know to have attended and how

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you he or they went to attend the same, and for what purpose they so attended, State fully

Answer to Sixth
Interrogatory

I attended at the time and place of sale myself for the purpose of purchasing, and travelled a distance of Seventy three miles - At the time & place mentioned in the advertisement - I was in attendance, but there were neither sellers or purchasers present except myself to my knowledge. The property was not put up for sale by any one, after the time for sale had expired I called upon Mr Whiting of Geneva who had acted as the attorney of Mr Cowing, who informed me that the property had been previously sold at private sale to a Mr Bull and that he had drawn the contract

Seventh Interrogatory

Do you know any other matter or thing which would be of benefit or advantage to the complainant upon the hearing of said Cause? If you do please State the same fully & particularly?

Answer to Seventh
Interrogatory

I do not except, that in frequent conversations with Tobias Nynkoop from 1839 to 1856 he always claimed a right to the property in question subject to Cowings claim for advances interest and expenses which he was to pay

Alonzo S. Nynkoop

I Thomas Maxwell of the county of Chemung & State of New York a commissioner duly appointed to take the deposition of the said Alonzo S. Wynnkoop a witness whose name is subscribed to the foregoing deposition do hereby certify that previous to the commencement of the examination of the said Alonzo S. Wynnkoop as a witness in the said suit between the said Tobias Wynnkoop plff Complainant and the said Caleb Corving et al. defendants, he was duly sworn by me as such commissioner to testify the truth in relation to the matters in controversy between the said Tobias Wynnkoop plff Complt and the said defendants so far as he should be interrogated concerning the same. That the said deposition was taken at my office in the village of Elmira Chemung County N.Y. on the 9th day of December 1856 and that after said deposition was taken by me as aforesaid the interrogatories and answers thereto, as written down were read over to the said witness, and that thereupon the same was signed and sworn to by the said deponent. The oath being administered by me the said Commissioner at the place and on the day & year last aforesaid

Thos. Maxwell, Comr

Complainant next offered and read in evidence the deposition of Daniel G. Benson which said deposition is in the words & figures following to wit

The deposition of Daniel G. Benson of the County of Lake in the State of Illinois a witness of lawful age, produced sworn and examined upon his Corporal Oath on the first day of December A.D. 1855, at the office of A.B. Cotto Clerk of the Circuit Court of the County of Lake aforesaid in Frankigan in the said County, taken in pursuance of the notice hereto prefixed to be used as evidence on the hearing of a cause now pending in the said Circuit Court on the Chancery Side thereof wherein Tobias Nyankoop is complainant and Abraham A Post Esq Corving and Julius Bull are defendants and the said complainant appearing at the taking of said deposition by E. P. Ferry his solicitor and the said defendants by Clark W. Dutton and Joseph L. Williams their solicitors. The said Daniel Benson being first duly sworn by me as a witness in the said cause previous to the commencement of his examination to testify the truth as well on the part of the said complainant as the said defendant in relation to the matter in controversy between the said

Complainant and defendants so far as he should be
interrogated testified and disposed as follows

Interrogatory 1st

What is your age, occupation and place of Residence

Answer to 1st int. I am a farmer about Seventy years old and reside
in the town of Warren Lake County Illinois

2^d Int.

Did you ever have any conversation with Caleb Cowen
one of the defendants in the caption to these interrogatories
mentioned, in regard to certain lands situated in
Lake County Illinois occupied by Tobias Nyarkoop the
complainant mentioned in the Caption hereto? if
yes state when and where said conversations took
place

Answer to 2nd Int. I did. It took place in the town of Redding, Steuben
County New York in the year 1849 and 1850 It was some
where in the month of February 1850 it occurred a long
for a year

3rd Int.

To what did those conversations refer?

Answer to 3rd int. about purchasing a piece of Land of him

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4th Int.

State what land it was?

Answer to 4th int. The south part of the Nynkoop tract six hundred acres in the town of Libertyville Lake County Illinois

5th Int

When did you have your first conversation with Cowan in relation to the purchase of said tract?

Answer to 5th int. It was sometime in the fore part of year 1849

6th int

State the conversation that occurred at that time

Answer to 6th int. It related to the bargaining and selling the said six hundred acres, he stated that he had land there for sale. He brought out his maps, he showed me how the land lay and we made a bargain for six hundred acres off the south side of that tract of land of Nynkoop I was to pay him five dollars an acre

7th int.

Was the bargain referred to in your answer to sixth interrogatory ever concluded?

Answer to 7th int. The bargain was concluded but never executed

8th int.

State why it was not executed

Answer to 8th int. Mr Bull came on the same night that we closed our bargain and he sold to Mr Bull the whole tract of Land he told me,?

9th int. When was the bargain between you and Cowen concluded?

Answer to 9th int. It was in the latter part of February or the first of March 1850.

10th int. Was the consideration or any portion thereof for the sale and purchase of said six hundred acres paid by you to Cowen? If yes state how much

Answer to 10th int. Two thousand dollars was paid to his agent by me, he agreed with Hatfield to take his (Hatfields) bonds and mortgages running to him (Cowen) I paid to Hatfield the agent by Cowens direction two thousand dollars the latter part of February or the first of March 1850

11th int. When was the balance of the consideration money to be paid?

Answer to 11th int In 1851 and 1852, in equal payments

12th int. How long were the negotiations for the sale of said land pending between you and the said Cowen

Answer to 12th int They were at it for from six months to a year

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1st Cross int

Cross Interrogatories by defendants Solicitors
Was the bond and Mortgage by you referred to in your
in your answer to the 10th interrogatory ever executed by
Hatfield to Cowen?

Answer to 1st
Cross int.

They were not

2nd Cross int

To whom did Hatfield execute his bond and mortgage
for the said sum of two thousand dollars?

Answer to 2nd Cross int They were never executed

3rd Cross int

Did Cowen ever receive any payment in part from you
or from any person by your direction upon or ^{on} account
of said contract so made between you and the said
Cowen in relation to the said land as testified to by
you in your direct examination

Answer to 3rd int I guess he did not

4th Cross int Was said contract or any part thereof reduced to writing

Answer to 4th Cross int. It was not.

5th crop int

Who was present at the time the terms of the contract were agreed upon between you and said Cowen for the sale of said land?

Answer to 5th crop int, John & Moss Hatfield, Cowen and several others the names of the others that I now recollect are Charles Barns Morris Barns and William Sharpe

6th crop int

Where and when were the terms of said contract by you referred to agreed upon? State specifically

Answer to 6th crop int, At the store of Charles Barns and Bill Sharpe in the town of Storkey Yates County New York about the latter part of February or the first of March 1850

7th crop int.

Were the persons before mentioned by you or any of them present at any other time when any conversation took place between you and Cowen in relation to the sale of said land?

Answer to 7th crop int,

I think there were not.

Direct resumed

1st int.

What was the reason that a bond and mortgage from Hatfield to Cowen mentioned by you in answer to 1st interrogatory were not executed?

Answer to 1st Int. The Cowen sold the whole tract to Mr Bull and he did not complete the bargain any further.

2nd Int. Was you ready and willing to carry out that bargain as made between you and Cowen at the time he sold to Bull?

Answer to 2nd Int I was

3rd Int. State particularly and fully the reasons why the said Bond and Mortgage were to be executed by Hatfield to Cowen

Answer to 3rd Int I sold a farm to Hatfield for twenty five hundred dollars. — Two thousand dollars part of the consideration was to be paid to Cowen, he having agreed to take a bond and Mortgage from Hatfield for that amount as part payment for the six hundred acres that I had bargained with him (Cowen) for
Daniel G. Binson

State of Illinois,

Lake County JP I Augustus B Cotto Clerk of the Circuit Court in and for the said ^{county} of Lake in the State of Illinois aforesaid before whom the foregoing deposition of the said Daniel G Binson a witness whose is subscribed to the same was taken in pursuance of the notice here to prefixed

do hereby certify that previous to the commencement of the examination of the said Daniel G Benson as a witness in the said suit between the said Tobias Hyschoff Complainant and the said Abraham A Post Caleb Corven and Julius Butt defendants he was duly sworn by me to testify the truth in relation to the matter in controversy between the said complainant and defendants so far as he should be interrogated concerning the same that the said deposition was taken by the agreement and consent of the respective Solicitors of the said parties to said suit at the Office of Clerk of the circuit Court of the said County of Lake in Waukegan in said County on the first day of December A D 1855 and that after said deposition was taken by me as aforesaid the interrogatories and answers thereto as written down were read over to the said witness and that thereupon the same was signed and sworn to by the said deponent Daniel G Benson before me the oath being administered by me at the place and on the day and year last aforesaid. In testimony whereof I have hereunto set my hand and the seal of said court at Waukegan in said County

the first day of December A.D. 1855
 Seal of Court
 A.B. Cotes Clerk

Complainant next offered and read in evidence
 the deposition of Adonijah Crane which said
 deposition is in the words and figures following to wit

The Deposition of Adonijah Crane of Dresden in the
 State of Ohio produced sworn and examined before me
 Isaac L. Clarke this 21st day of July 1856 in a certain
 suit & matter in controversy now pending in Circuit
 Court of Lake County Illinois on the Chancery side
 thereof wherein Tobias Nynkoop is Complainant
 Healeb Cowing Abraham A Post & Julius Bull
 are defendants said deposition being taken by agreement
 Complainant appearing by E. P.ERRY & the depts
 by C. W. Nulton

Int 1st

What is your name age occupation and place
 of residence

Answer

My name is Adonijah Crane my age is thirty five
 years, My occupation is a miller & distiller & I reside at
 Dresden in the State of Ohio

Int 2

are you acquainted with Tobias Nynkoop
 complainant and Abraham A Post Healeb Cowing and

Julius Bull defendants or with either of them, If you
how long have you known them respectively

Answer

I am acquainted with Mr Nynkoop I have been for about
Eighteen years. I have seen all the other men but cannot
say that I am acquainted with them

Int 3

Did you have or hear a conversation with or
between one of the Defs Bull and Complainant
Nynkoop in the presence and hearing of S. C Brown some-
time in the month of March A.D. 1850 at the then
residence of Complainant Nynkoop. If you state said
Conversation fully and particularly

Answer

I did hear a conversation between said Nynkoop
and Bull in the presence and hearing of said Brown
at the residence of said Nynkoop some time in the
Spring of 1850 could not say positively that it was
or was not in the month of March, I went to Mr
Nynkoop at request of Mr Brown who was a
constable I think and also at request of Mr Bull. Mr
Brown had a notice to serve on Mr Nynkoop to the
effect as I understood that Mr Bull had bought the
land where Nynkoop lived, of Mr Cowing and
wanted possession. Mr Nynkoop denied the right

of Mr Cowing or any one Else to sell the Land - said the Land was his and that he had not forfeited the Contract with Mr Cowing in relation to the Land Mr Bulls Statement was that he had bought the Land and paid for it and wanted possession. Mr Wynkoop denied that any one had any right to sell it except himself and forbid him taking possession of it or coming on

Int 14th

Are you acquainted with a tract of land in this county known as the Wynkoop tract containing about fifteen hundred acres?

Answer

I am

Int 5th

Do you know who entered said land, if yes by whom and for whom was it entered. State of your own knowledge or from information derived from either of the defendants

Ans.

I do not of my own knowledge. I know by a conversation from Mr Cowing that he (Cowing) and Post came from the State of New York at the time of the Land sales and that they came to enter the Land for Mr Wynkoop. Mr Cowing afterwards told me that they had entered the Land for Mr Wynkoop and that he (Wynkoop) could have it by paying for it

but I do not know whether Cowing or Post entered the land

Int. 6th

Did you have or hear any conversation between said Nynkoop and either of the defendants in the Spring of 1850 in the presence and hearing of S O Brown at the residence of said Nynkoop. If you state the same fully

Answer

I was present at the time the Constable S O Brown came to serve the warrant on Mr Nynkoop for possession. Mr Nynkoop was not there, Mrs Nynkoop was there

Corp Examination

1st Corp Int

Have you in your answer to the 3^d direct Interrogatory detailed all the conversation that took place between said Nynkoop & Sgt Bull in the Spring of 1850

Answer

I don't think I have detailed all the conversation we were there some time, there was some talk about a fight. I have detailed the substance of it.

2^d int

Did you hear all the conversation that was had at that time between the parties

Answer

I think I did. It was all in my presence. I went there with the constable & Mr Bull they left

before I did

3^d Int

Do you know with whose means the said land was originally entered of your own knowledge or from statements made ^{by} either of the parties? If you then state what parties made the statements at what time the same was made and who was present thereof

Answer

I do not ^{know} of my own knowledge with whose money the land was entered for I did not see it entered. I heard Mr Corving say that he entered the land or that he had the title to the land. It was at the same conversation alluded to by me in answer to 5th direct Interrogatory. I understood him that he entered the land with his own money

4th Int

Were you requested by either of the parties or by any person, if you by whom, to recollect the conversation detailed by you, in your answer to the 3^d direct Interrogatory

Answer

I don't recollect that any such request was ever made. There might have been

Adonijah Crane

The above is the testimony of Adonijah Crane taken before me as aforesaid. The formal certificate by the parties expressly waived

S. S. Clarke, Notary Public

203. Complainant next offered ^{in evidence} a letter from Caleb Cowing to complainant dated December 15 1841 for the purpose of proving the hand writing to the same offered Elijah M. Haines upon the stand as a witness in said cause who was then & there duly sworn & then & there testified in said cause as follows to wit. I have seen Mr Cowing once saw him in Chicago I have received letters from him in the course of business & acquired some knowledge of his hand writing. There was some peculiarity in his hand writing which I should recognize any where. The letter of Dec. 15. 1841 was here handed to the witness and he proceeded to testify as follows: This letter is in the hand writing in my opinion of Caleb Cowing. I recognize it as his hand writing. Upon the cross examination said witness Haines stated as follows. I think I have not seen him write I think he told me that he should write & he wrote to me by mail. I afterwards talked with him in reference to the subject of the letter

Complainant next produced upon the stand as a witness in said cause Alexander Myntrop who being duly sworn testified on his direct examination as follows to wit. I am acquainted with Caleb Cowings hand writing The complainant here showed the witness

Lettres number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, & 12 and he proceeded & testified as follows. after looking at said letters. I have examined the letters shown to me & think they are in the hand writing of Caleb Cowing, some of those letters are addressed to myself by Cowing & I received them by mail And said witness being cross examined testified on his cross examination as follows I have seen him write & know his hand writing, Complainant here read in evidence said letter of Dec. 15 1841 and also letters number 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, & 12, above mentioned to the reading of which defendants objected and thereupon the Court received said letters subject to the defendants exceptions which said Letters are in the words and figures following to wit.

Letter Number 1,

Dear Sir

December 15, 1841

I have heard you live about 30 miles from Chicago and have in possession about 2000 acres of land I want to hear from you & how you are getting along & whether you will be able to deed it when it comes into market I understand Post nos John Nynkoop neither of them dont mean to help you if you

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boore all (so I hear), I have understood that some in your country that cant pay when the land is sold let men come & take the deed & pay in the office and then squatter gives 20¢ per acre & he gives him a bond for the land in four or 5 years by his paying that & the interest. I have got some cash ahead & can get more & would come out & see you if you & I could make some agreement so we could both do well. I want to know what kind of land yours is & how much cleared prairie & how much wood land, & if the cleared land would be good to raise sheep on whether they will do well all summer on it & also if they will winter well on that kind of hay if so I think we might make it go well in sheep & they drive about 4 or 500 from here & they will soon increase so that we might keep about 2000 & if that kind of grass will keep them well we could clear \$2000.00 dollars a year now how is it about wolves catching them I understand there is a sort of prairie wolves, write what they are) but we could guard them every night & keep a man round with them in the day & I would bring some good Blood hounds & a shut & raise dogs enough

to clear them in that part, I would bring some good
 Sheep Dogs also you can ascertain if that grass
 would be good to grow sheep on & if you have
 enough of it to do any thing worth ^{while} ~~what~~ we ^{could} ~~exist~~
 by about two thousand acres & I would go in with
 you in that business & after we got a going I think
 we might clear \$100 a head on all the sheep we
 keep & we would in 5 years get at least 2000 the
 land would gain also there is no interprise in our
 folks, they had rather sit right down & live on
 what they have got, I have waited to see if any of
 them would do any thing but I find they won't so
 I thought I would write to you & see if you wanted
 to go into something of that nature & if you think
 that will do (that is to go sheep) I think we can
 make ourselves independent in ten years, I always
 knew there was interprise in you & I never had the
 means to go ahead till now & if you have got a
 good selection & you wish it I will go it, or at any
 rate come out & see you, there is money to be
 made raising wheat, but that is slow business
 hard work & costs a good deal to plow & fence
 harvest & thrash & carry to market &c but the

Sheep can run all over where it is common, by
 keeping only one man this gun & dog with them
 and we cant. build a board fence six feet high to
 yard them in & folks from that country say
 the wolves will not git in, but I would soon
 clear the country of them with my hounds} but
 you live there & know all about it please write
 to me soon & tell me the situation of the coun-
 try & of your lands, show much you claim
 show much you have cleared, in grass & what
 you think about it & what you will do & how
 bad the wolves are & the prospect of Sheep & whether
 the wolves are dangerous in day time ^{how} far you
 are from Elgin village & how far from Dundee
 show healthy the country is &c how far are you
 from Chicago & what stream or river you are on
 if any, & when you expect the land will come
 in market (some think it will in the spring) write
 soon as you git this & tell me all the particulars
 & direct your letter to Big Stream Point Seneca
 Lake Yates County N.Y. John Wynkoop & John
 Post has been to Michigan this fall & have got home

again we are all well except James Son James he
has been lame 3 years broke his thigh this fall
is getting well if sheep will do we can make
money without hard work all the hard work is
to mow grass & stack to winter them on & that I
suppose we can hire help enough for cash
you will write soon; & tell me how you all do &c

Yours with respect

Tobias Dyrkoo

Calio Cowing

fill a whole sheet & give all the particulars if your
land is watered good & good wheat land. how much
are boards for the price of horses cows sheep pork.
sugar wheat corn oats boots

Letter Number 2.

Dear Sir

July 26. 1842

I received your letter the 23rd and am
glad to hear from you that you are all well,
we are all in passable health although I am
not quite as rugged as when I was at Illinois
I believe that a very healthy country as to your
request for a loan, I could not for I have
not got it & it is almost impossible to get

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money on debts here I have tried to collect in but
cant get any nor no promise of any till after
harvest (Post did pay me some after I got home
but that is gone & \$800.00 of what I had with
me when I was there I got of my Brother & when
he wants, I must Buck over I mean to try
to get some together this Fall & come out with
James if I cans stay a little longer

I want now to ask a great many questions
& make a good many inquiries, first that
man that run his float on your wood lot, has
he paid for it & took it or can you get it now
if you had the cash & also that other band of
yours on the hill the State Commissioner took
can you get that at 10¢ per acre or is there
no wood land near enough for you, that
you could get that is not sold, or have
you wood land enough now or have you
none, if you lack wood land & those lots
can be bought for you, I should try very
hard to get money before I came & help you
to them, I dont believe in their floating over
you or any of my friends I want none

You & myself I am too old to do any thing in
 a new country & I presume James will never
 consent to sell here but I think he & John
 will come in Oct^r to see you Abraham
 Junr. thinks he will come, & John had better
 stay at home now then how is it concerning
 Taxes I have thought some on that is there
 no tax on Land under 5 years neither State
 County or town after it is sold please give
 me a fair description of it you have lived
 there long enough to know all about it
 if tax how much on a lot & if assessed
 this season & that I bought who it is assess
 ed to Tobias or me & if they collect taxes
 will they collect it of the man that is on
 the land or return it & if returned how
 long before sold what interest & if any
 redemption after sale I have so much land
 I must keep my eyes about me or it may
 run away from me especially if they are
 as cruel as they are in Michigan our
 Wheat is not so good as I expected the
 rust has hurt it some I should think

I think we have got it all out & in the
 shock calculate to draw in this week May
 is rather light corn & small for the time of
 year but grows very fast it being very
 hot now how is your wheat for plump-
 ness this season is the wheat on them
 Black ground prairies ever plump & how
 how much do you think they ^{will} yield to the
 acre on the first plowing this season and
 how much on the second ploughing if any
 such this season. Is there any good wood
 land near you that you can get search
 out some (if you need it) I will try to assist
 you in it I should rather take that float
 than any if it could be got write me all
 the particulars Do you think Sobas will
 ever pay up, or sell a part & square off
 or will he build castles in the air if taxes
 comes heavy I fear he will never Bucken
 only by selling part of it & I think he would
 not part with any of it if there is no tax
 he may get a long with it your note I cut
 off of the letter & burnt it up James & Caroline

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being present, so that shall not trouble
you when you receive no value, how many
acres have you now in your farm and
can you get any to square you joining you
write as soon as you receive this & then I
will have the more time to turn myself
if necessary Direct to Bigstream Point
Seneca Lake Yates County N.Y. (I got home
well in a little over 3 weeks from Starling
bought a fast pony at Detroit my expenses
\$54 & some cents our friends are all well
that I have heard of { Abraham Post Jun
lost his best horse (died) he had been offered
\$155 for him Yours with much Respect
NB Leath Cowing

Don't let Tobias see this nor know
the questions I ask about him
let us be masons in that

Letter Number 3

Mr Tobias Nynkoop July 7, 1846

I still remain lame as
ever nearly still hope to get better. I will
ask a few questions for you to answer me
if you please first how much will the

Butchers give for Beef cattle as they want them
 one at a time by the hundred pound cut
 on the legs & pay cash down. & secondly how
 much would we have to give for them in
 the lower part of the State or in Indiana
 please see a Butcher at the Little Fort &
 see what he will give to be furnished with
 all the Beef cattle he will want next sum-
 mer & begin in the spring & supply him
 the whole season I have been thinking since
 I saw you that we could make a good
 summers work at it if we could sell
 them to have about 50 acres fenced west
 of your old house up that brook with a
 good high fence & you & I go south & by
 20 or 30 at a time & so just keep them
 ready for the Butchers & before they are all
 sold out I could go with one of your boys
 bye more & you could sell while I was
 gone & so keep them on hand all summer
 & we would go shares in the profits I will
 furnish the money & before we sell all out
 we shall receive enough to bye again & if

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one word to him unless you wish it so if
you think it best to make me an offer I will
look at it & if I think it will do I will say
so please write soon direct to Big Stream
Point Seneca Lake Yates County N.Y.

Calvin Cowing

Please write soon for if we should make any bargain
I should want to write to you again & get answers
from you before I came out please state how
Lizias feels & how much he will take & how much
he has out of Post purchase please mark all
the lots & number them & mark Lozer line & if
you choose to make an offer mark the division
line & state which I may have &c. C.C

Letter Number 4,

Mr Tobias Nynkoop

April 14th 1847

Dear Sir I have waited a
long time to hear from you but no letter has
come so I will write again. Chambers stated
you had cut & sold timber for mostly two
millinery houses (that is the long timber) off of
mine & you cut it to have stated to me
if it was not true, but at any rate dont

cut & sell timber I had thought of coming out this spring but I think it uncertain whether I can before fall) therefore go on sow & plant & raise all you can so that you may be able to pay the taxes for it comes into tax in this season, & next fall it will have to be paid, there has been several wanting to buy, but if you act the fair man (I shall not sell till I see you) pay the taxes & not cut the timber & sell it which I hope is not so for Chambers has told me something ^{else} which proves not to be true at that time. I believed it I wrote to you, & your not answering it looked as if it was so) let that be as it may) when I do come I can see for myself try to make arrangements to raise the money if you mean to ever redeem again. I come, for I am getting old & want all things sold I was laid up all last season, but am better now I have given up buying any more in that country for tis costly running one way and the other & no great comfort in it neither I have not seen Post I think in six months & have heard nothing from him when he is coming out) I believe all your relations are well I wish you to write to me soon, direct to Bigbeam Point Yates County I think you can make

more money raising flax seed than any thing else half
a bushel of seed is enough to sow an acre & you
will raise from 10 to 15 bushels which always fetches
a dollar here & must be worth 6p there & then it is
ready for wheat or you can sow it every year on
the same ground

Yours Respectfully
Leah Coving

Gettin Number 5

Mr Tobias Myrskog

May 1st 1848

I received a letter from you
stating the tax was illegally assessed & you would
not pay it I should like to hear how the matter
went in your other letter you stated you would be
here the first opening of navigation & pay Post &
me off} if they get judgment the tax must be
paid by some^{body} & I am so situated now that I have
to see something to it or about it Post was
determined to sell his and Lawyer Wood of Geneva
offered to pay him the cash down for it but he
said he had rather I would have it than him so
I bought it the 11th of March 1848 I paid him
\$1250.00 down & secured the rest & you have till
the second day of January next to redeem on

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not I calculate to act the fair man that is if you
do so, if you pay the taxes or git rid of them so
that they dont touch the land or sell it for
taxes nor waste nor sell timber I calculate to
do what is just & right between man man
& as you told me I mean to give you a good
fat slice there will be I suppose a great many
meddling with that that is none of their business
telling lies ~~xxx~~ both sides as I was told you was selling
timber &c but keep cool write to me just as you
feel, I have never been in your way nor interfe
red in your business, I have not been there in most
5 years next Ocb^y so I am sure you cant find
fault with me & my buying out Post dont hinder
your paying of it if it is sold for taxes I can
redeem in two years by paying double and interest
but of course you will see to that as it is for your
benefit to have the taxes paid? We are all well
I was at Seneca Saturday 29th Posts folks & Sierds
are well Post feels very lonesome he lost his wife
my best respects to you & wife & family & all friends
there
Calib Cowing

The season is verry cold & dry
neither grass nor pasture yet

Wheat has dried up a good deal but looks better than
last year) write soon act promptly I am direct to
Big Stream Point Seneca Lake how much is my
land worth on First Hill near Morris I have 120
acres there please state to me . Calb Cowing

Letter Number 6.

Mr Tobias Nynkoop

July 31. 1848

Dear Sir Since I heard last fall
of your cutting and selling timber off my land
I wrote you at the time of advertising about it
wishing you to write me whether it was so or
not but you have not took the trouble to write
to let me know whether it was ~~so~~ or not
If you was innocent I should supposed you
would have as much as stated it in a
letter to me to that effect. Nowson was out
there this summer & states since he came back
that the report is you swear you will kill
me & bury me seven feet under ground
I would ask what you would kill me for
I have done you no injury have given you all
the land

the time to redeem we agreed on & have
 never interrupted you, in your business
 gained just as you pleased & have not
 dictated you at all in any thing, only in
 selling lumber & said nothing about that
 till your time was out, & I think you are
 very unreasonable to threaten of killing
 folks, that has been your friends, if I had
 not bought at the time I did, ^{would} some one else
 & you would had no chance to redeem you
 had ^{your} four years & done nothing & now it is
 over five years & the bond is taxed & that
 has got to be paid by some body this fall &
 I suppose it will be high also I thought when
 you was here, I should never sell till I
 saw you but I have been unable all last
 season to do a days work I have not been
 able to come out & see you (I have not sold
 any of it yet) I have had a number of
 applicants to buy but thought would first
 write to you, to let you know how it stands
 & now ~~if~~ want money I have been without it
 for over 5 years, you have not paid a cent

& even then threaten to kill me because you cut
 & sell timber & I don't like it, when you know it
~~is~~ ^{is} not right & I have been so creditably informed
 that I believe it, because you did not deny it,
 if it had not been true, why did you not like
 an honest man & a friend write to me all about
 it I will now state to you the facts which are
 these if you ever mean to pay me for that land
 I want you to do it, before the first day of Sept-
 ember next, or ever after hold your piece, you
 told me you could get the money there at any
 time so now get it & fetch it on it is not any
 thing you have said about me or any thing
 else, that I care any thing about, but the cutting
 & selling timber, to try to wuse & destroy the property
 which if you was trusty & I could depend on
 your not destroying or making the place less
 valuable & pay the taxes I perhaps should let
 you have a far longer swing but if true what
 I hear you will most likely come & pay me for
 the land before the first of September next which
 will be near 5 years & three months, which is a
 long time to be out of my money & get nothing

& worse than that it seems to do you no good.
 I cant hear as you have sowed much wheat or
 raised much of any thing, so you are no better
 off for making money than when I was there last
 which will be 4 years this fall. I have not seen
 Post since I wrote you before I think or have
 not this season, he is lame with the rheuma-
 tism & wrote me a while ago that he wanted
 to see me before I go wth the would try to
 come out with me. I suppose he thinks there
 will be tax to pay. I cant see your object to
want so much land & occupy so little, you
have had time with that tract to have raised
a good many thousand bushels of wheat & to
have paid the most for all of it if you had.
 if ~~you had~~ worked as hard at that as you have
 for building Parks & Dams all to no purpose, do
 you ^{em} remember of going into a mine were ^{fell} ~~to~~
 once at my house in Starkey & after you got
 to Piero's you said by God it was so small
 you could not turn round thad to back out
 if you had occupied them large lots at your
 country as well as we have that you would cash

enough on hand to pay all off. For we have
 raised several hundred dollars off of that lot have
 had as high as 30 bushels of Wheat to the acre
 & had several crops & the same little lot is there
 now covered with Barley & Wheat. I wish you
 to write to me as soon as you receive this show
 matters stand & are in that country. I cant tell
 when I shall be there to be killed, but if you
 dont come, I shall have to come or sell, for I
 want my Cash. I cant see any cause why you
 should blow about me as you do but I am
 not affronted at you at all, or all you have
 said but I dont like to have the timber cut, for
 that will reduce the value of the property & if the
 property must run down by obliging you, giving
 you a long time. I had better by far sell all out
 at a low rates & get my Cash, for if a man
 obliges another he goes right on, to injure him
 by wasting timber, when it is as valuable as it is
 in that Country. What motive could a man
 have in letting such a one stay & destroy when
 the intention was to do him good. you see it is
 unjust, & I would not thought it of you.

Yours Respectfully
 Mer Tobias Nykkoop Caleb Cowing

~~Mr. Tobias Thynkroft~~

please write immediately, write just as you feel & just as it is. & direct to Bigstream Point Seneca Lake Yates County State how is the crops & how much that land is worths or what it could be sold for

Little Samburg N.Y.

Mr Tobias Thynkroft

Oct 4th 1848

Dear Sir

I received your friendly

letter August 12th 48 stating they had you in Bonds or you would have been down & adjusted matters with me but after court you would be right down which was about the 5th September past you have not yet come nor have I heard any thing from you or any one else how matters went about that scrape of Cattle. & I feel very anxious to hear all about it & also if you still intend to come & redeem the Post tract of land before the close of navigation, if so I want to know about the time, so I can be at home for I have some inducements to go a journey & if you are really a coming I shall not go & also whether the land is assessed to you, or me, or & what part is to me & if you know how much the tax is this season & if you mean to

pay the tax all or a part, if only part what part
 you pay on, for it must be paid this season by
 some one it cant be put off any longer just
 state what I may depend on so to not deceive
 me, & if you cant redeem, dont let that hinder
your coming down I want to see you very
 much, on some other matters as well as that, I
 am pretty hard run for money, I dont know
 when I can pay Post the remainder & he must
 have his interest by the day & principal by the time
 my being in that country has drained me so I
 have been in real want of money & have to
 work like an old Negro to git along, it is
 now over six years since I bout & have never
 received a cent from it & have to pay out
 a good deal to go out & back & would
 you pay away all your money & wait on
 any one 7 years (do as you would be done by)
 do oblige me by writing all the particulars
 right off, so I may know what to depend
 on & the time you will certainly be here,
 What is now of pr Bush Barley & oats of
 my horse fell with me the other day & come

very near killing me & almost broke my left
 Shoulder & am so lame I cant put on my
 coat alone } dont fail to come. I think it will
 be for your advantage, but write immediately
 whether you will or not & when you will be
 here if you come. Yours Respectfully
 My Respects to your wife & Leah Cowing
 Family Your friends I believe
 are all well }

Letter Number 8,

Mr Tobias Wyckoff Aug 13, 1849

Dear Sir, I wrote to you June
 6th & have heard nothing from you, requesting
 you to write if you wished me ^{to} come out, so I
 suppose you have bargained our land } my
 Brother wrote you a letter & I would wish to
 know what he wrote as I cannot find out
 by him & wish you to send me the letter, or the
 copy of it he has got mad at me & now wants
 his pay & is driving me for it } you know
 I owe him the half of all that land comes to
 for he paid me the half of all the money I
 paid & he does need it, for he has bought a

farmt cannot pay for it without he has ^{his} pay
 of me & I cannot pay it unless I sell that
 land or mine here, or hire & mortgage mine
 to pay so you see how it stands with me, by
 our agreement last January you was to sell
 enough to pay all up by the first of June if
 not I have the right to sell one third part
 after the 1st June 1849 I have now a chance
 of selling to a man that is able to pay
 \$3000 down if he can git as much as he
 wants to make him a farm to suit him at
 a good fair price the wont bye, unless he
 can bye 1200 acres all in a body together
 (that will ^{leave} 320 acres) & I shant sell that much
 now without your consent, & that is what I
 want & if you are willing write to me so &
 I shall sell it, I can sell the one third to any
 other man but cant git as much an acre
 therefore if you will give your consent I
 can make all come right & pay my brother
 off I am now over 64 years & it is time
 that my business was all settled up, I have
 waited over 7 years & have never received one

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cent I have had to pay out money all the time & I cant live & get along without selling I have to work as hard as any old negro to make a living & to wait to try to help you & am so old & lame I can hardly get round & I must sell as fast as I get a chance. now is the best chance I have ever had, if you are willing say so if not so so & I shall sell one third of it

Letter Number 9.

Friedrich Tobias.

Oct 23, 1849

I received your letter the 13th and the times are so hard for getting money that I have not been able to this date to get money enough to come out wheat is only 9 & I have only about 100 bushels to sell & cant think of taking 9 hoping in a few days it might rise a little & borrowing is next to impossible for farmers are all holding on for a better price & that keeps money very scarce & also yesterday I started to run a little way being in a hurry started

my toe & being so old & clumsy that I fell down
 & lamed one of my hips so bad that I can hardly
 step & could not come now if I were ready
 otherwise, so I have put off coming till the last
 Boat run & then I can come back through
 Canada by stage & can stay with you perhaps
 2 weeks & see what prospects are & try to do
 something & if I should not get well soon
 enough to come in the last Boat I can come
 as soon as am able through Canada & try to be
 there by all means and eat a Christmas dinner
 with you, but hope I may get well before then
 I must have something done, perhaps by
 consulting together we can make it go right
 & then you can tell me what you did not
 write. Please write as soon as you receive this
 & tell me how things go & if you are ~~sure~~ ^{you}
sure you can pay the taxes if not say so, for
 it must not be returned, & write me the exact
 sum, so if you can't pay, I can send it.
 Write the collector's name show to direct it
 & give me all the news & how you get along &c

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give my Respects to your wife & family
Yours &c
Leah Cowing

Co. of the 1st Regt. of the 1st Div. of the 1st Army

Letter Number 10,

Mr A. S. Nynkoop

February 2, 1847

Dear Sir

I received your favour
of the 25 Decem^r & feel very thankful to you for
the favour of seeing that Decission, but I think
it would not touch my Case, at any rate it
matters not, for Tobias was down here a few days
after I received your letter & we made an arrange-
ment that suits him & he has given up the
possession of all to me (the particulars I will not
name at present I shall not sell any at present
but may in the fall, or next Spring, as circumstances
require) at any rate he has gone home satisfied
as to price I shall make none at present I have
sent the money out to pay the taxes & most likely
they are paid before this time & I think the land
wont run away if I keep the taxes paid }

Give my Respects to wife & family &c,
 Yours Leab Cooming
 I enclose the decision of Judge Thomas

Complainant here introduced the decision referred to in the above letter which said decision is in the words and figures following to wit

Important Legal Decision in McHenry County Judge Thomas made an important decision at the late McHenry Circuit Court in the following cause. George Boon filed his bill against King & others under these circumstances Boon wa a Settler on the public lands prior to the land sale of 1844, when the land came into market, being unable to purchase his farm it was purchased by Henry King for him, who gave Boon a Bond for a deed, on payment of double the amount of purchase money in four years, The time for payment having expired and Boon being unable to pay King sold to Pettit. Boon then tendered to King the amount of the purchase money with interest at six per cent per annum, and

demand a Deed King refused to execute this
 and Boon filed his bill for a conveyance ^{Judge Thomas decreed a conveyance} by
 King & Pettit on payment to King of principal
 and ^{simple} interest in accordance with the decision
 of Supreme Court of this State in Ferguson vs
 Supton 3 Gil. R. 547 Arnold of Chicago and
 Platt & Platt of New York Solicitors for Complainant
 Morris & Brown Solicitors for defendants

Letter Number 11

Mr Hyunkoop Sir

Starkey January 29, 1850

you spoke of writing soon if you
 concluded not to do any thing but if you
 did not write I might expect you was trying,
 and as you was about getting ^{into} your cutter I
 said write soon any ways and write to Starkey
 I have ^{heard} nothing from you & you did not make
 any real offer nor did you say you would
 give what I offered to take & thinking of it
 it leaves me in rather a difficult spot to wait
 for you without knowing even that you
 intend to buy at all } therefore I think you
 will be willing to state what you will do
 right off, & oblige me The Evening after you
^{left here came}
 came a man that wants it all & offered to

pay \$1000 down to bind the bargain but I could
 give him no encouragement & he went off
 said he should be in Penryn about 2 weeks
 on Friday 26th a man in this town had an
 offer for his farm & he came to see me &
 wanted to buy 500 acres his son had lived ^{me}
 there one year & knew all about the land
 & situation also on Monday 28th inst there
 came another man; I being from home told
 my folks he wanted to buy it all (him I have
 not seen) so you see by this, that in duty
 you out to say one way or the other, if
 you want it & can make it to your advantage
 to take it, I wish you to not delay the time
 but come right off & see me & pay enough
 down to pay me for waiting, or if you fail
 to fulfil you see by advertising people learn
 the land is to be sold; You can have it
 if you please, in preference to any man
 you stand first if you attend to it soon
 please write soon, yours Respectfully,
 Leab Cowing

Letter number 11

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Dear Sir

Sat. Feb. 16 1850

Your Letter came to hand a few days
since, and I, ^{having} deferred answering it with the
daily expectation of being at your place, we
have been negotiating the sale of it of Lumber
enough to raise the amount you specified &
have been kept in suspense for the last two
weeks, but supposed we should close a con-
tract & receive money to enable us to close a
bargain with you before the 15th last night
we closed a verbal bargain & was to receive
\$3000. & Calculated this day to have been at
your house & concluded the purchase if not
too late's but this morning the man with whom
we had been bargaining quibbled & flew from
the agreement & consequently we are unprepared
to do any thing with you I shall defer ^{visiting} ~~returning~~
Starkey until I hear from you, my Brother thinks
we had not better borrow money at Bank for this
purpose & hence we have only tried to raise it
from ^{the} sale of Lumber, Should you not sell
before we market our Lumber probably we
can make an arrangement or should you
conclude that a thousand dollars down and
two thousand the first of June, or sooner if

we can sell and realize the money will answer your purpose we might in that case conclude to enter into a contract - But if we were to purchase would not like to ask any man to be security & hence would either take the title & give a bond & mort. on the property to receive payments, or take a contract for a deed when payments should be made & should you conclude to sell part of it we would like to get some of the timber land - but if we buy timber land only, prefer time to look at it before we purchase please drop a line informing what you will do and we will give you an answer either in person or by letter soon all well & desire to be remembered

In haste Respectfully Yours
A. S. Nynkoop

Letter Number 12,

Mr A S Nynkoop

Starkey March 11th 1880

Dear Sir I received your letter the 6th and in it you still talk of buying the whole that price would be just what

it has cost me when you was here I showed you pretty near what it was I believe you know I told you I would fling off that by having 3000 down & the remainder secured in this country by note &c but if I have to take a mortgage on it I cant take any less than it has cost me, & give you a quit claim deed, your Brother & you think you want a Warrantee deed, I bought 12 lots of Government & put my deeds on record & I bought 7 lots of Post & put his deed on record & paid for them all & you see Tobias has signed that paper that I was the owner of 1520 acres of land that you read yourself when here he gave me up the possession of every part and parcel of it, who else is there that can dispute the title now if you cant go the whole, I will sell you or any one else (no other man on earth has any contract only the one you saw all former contracts if there ever was one are all destroyed I never gave one to anyone Post did & that Tobias gave me) from 300 or 320 to 600 or to ~~28~~⁶⁴⁰ or to 1200 acres before the sale (not all for the cash down & give you a Warrantee deed

for it or any ^{one} that byes it but it will come
 some higher by the acre & I shall cut ^{it} through
 East and west so to give a good wood lot
 on every piece I may sell & if you can get your
 money so as to buy, I can sell you them 7 lots
 (if they would suit you for this \$5.00) where his
 old house & park was & clear through the
 wood comes up to the road or some other
 place all at a fair price, & if you want
 it enough to come & see me I can after knowing
 what part you want, tell the price (& if that
 won't do) perhaps you ^{had} better wait till the 7th
 of May I be at Geneva, & perhaps you can
 get it far less (I shall sell to the highest bidder
 for Cash) & perhaps you would not get it
 at all, it will go out of my hands then & I think
 you will not get any wood land near &
 I presume you would not want me to sell
 for less than it is honestly worth, that I am
 willing to take & but if you take all as we first
 talked with interest from the first of January
 you may get & or 7th I think it was I told you &

you know I want to git it off my mind
 or I would not do that; & if you have any
 other way, you had better come & tell me
 as I shall never Bargain by writing one way
 & the other, I am safe enough, & cant loose
 for I can sell any day for every cent it
 cost me & have it well secured by a man
 in Ills & is waiting for an answer but
 he cant pay enough down to suit me,
 therefore I had rather sell at auction per-
 haps I can get my cash for the most of it
 if not I shant loose by it. so now counsell
 your Brother & do the best you think it will
 be for you, & I will be satisfied; I got the
 receipt for my taxes last Friday from Ills
 \$40.^{cents}27 cash out & so it goes. besides paying
 the man doing it for me my respects to
 your & wife &c Leab Lowrey

Complainant next called Ransom Stule as
 a witness who after being duly sworn as a
 witness in said cause stated on his direct exam-
 -ination as follows to wit, I was present
 in Chicago in 1842 when Wynkoops lands

were entered I was one of the committee appointed to bid off the lands for the different settlers, Coving and complainant were at that sale, I did not know of any ill feeling between them. Doctor ^{Foster} & myself were selected to make Bids, it was previously understood between us & the settlers in whose name the different tracts were to be struck off in, the complainant Trynkoop was then in possession of that tract bought by Coving at that time, we received directions to strike off that land to Coving and Post these men did not live on the land, they were strangers living at the East I could not say who gave me the directions to bid the land off to them Trynkoop was present no objection was made to the lands being so bid off Trynkoop was recognized as a settler who had ^a right to his farm though it was thought by some that he had a pretty large farm. If he had made any objections at the time the land would not have been struck off to Post & Coving (this last statement of the witness was objected.

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to by the defendant & the objection overruled by the court to which ruling defendants then & there excepted) this claim of Nynksoops was considered a good tract of land at the time & was considered at the time of the sale as worth more than Government price. The natural advantages of this claim were good there was not so much improvement on it as upon some others.

The complainant here closes his direct proof & defendants commenced their proof upon their behalf and proceeded as follows to wit

Defendant first Offered & read in Evidence an agreement in the words & figures following to wit

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

- 1st The said Cowen is the owner of one thousand five hundred and twenty acres of land in town number forty four north Range Eleven East in Lake County in the State of Illinois now in possession of the said Nynkoop under a forfeited contract for the purchase of the same
- 2 The said Nynkoop hereby surrenders to the said Cowen the actual possession of the said lands and of every part thereof and acknowledges himself to occupy the same as a tenant at will of the said Cowing and liable to be removed from such occupancy at the will of the said Cowing
- 3 It is agreed by and between the said Cowing and Nynkoop that ^{the} said Nynkoop may sell and dispose of so much of the said lands as will amount to the sum of Five thousand Six hundred dollars with

Interest and other charges as hereinafter expressed, and that upon receiving the money or securities arising from such sales he the said Cowing will convey the lands so sold to the purchasers thereof by a good and sufficient deed Executed by himself and wife, such sales may be made for cash or part cash and part credit according to the custom of the country and the whole purchase money in such sales to be paid to the said Cowing and the securities whether by contract or Bond & Mortgage are to be taken to him and in his name and to be received by him before the execution of a conveyance of the lands or any part of it

24. When so much of the lands shall have been sold as that the money and securities received therefor shall amount to the said sum of five thousand Six hundred dollars with the interest thereon to be paid half yearly on the first days of June and December of each year at and after the rate of seven per cent per annum until paid the whole principal shall be paid together with taxes the said Cowing may hereafter pay on the said lands and the expenses of said Cowing in going to remaining at and returning from the State of Illinois to attend to the business of the said lands with a

compensation of one dollar and fifty cents for each day devoted to the said business and in travelling to and from and staying in Illinois on such business and all expenses of Counsel and of drawing and recording papers there and in that case the said Cowing hereby agrees and covenants to and with the said Wynkoop that he will obtain and hold such portions of the said lands as may remain unsold for the benefit of the said Wynkoop or of his family

- 5 In case the said Wynkoop shall not by the first day of June next sell enough of the said lands to pay off the several sums above mentioned then the said Cowing reserves the right to sell and dispose of one third part of the said land during the year one thousand eight hundred and forty nine and apply the proceeds as herein ^{provided} for sales by the said Wynkoop and also during the year one thousand eight hundred and fifty the said Cowing has the right to sell the residue of the said lands or so much thereof as shall be sufficient to pay off the balance that may remain after applying the proceeds of the sales that may have been made in the year one thousand eight hundred and forty nine such rights however not to be exercised by the said Cowing in either year provided the said Wynkoop shall

proceede with reasonable diligence in the sale of
the said lands Witness our hands and seals the
day and year above written Calit Cowing *ESQ*

In presence of
B Whiting

Tobias Myntrop *ESQ*

to by the Defendant & the objections overruled by the Court to which ruling defendants then & there excepted) this claim of Wynkoop was considered a good tract of land at the time & was considered at the time of the sale as worth more than Government price. The natural advantages of this claim were good there was not so much improvement on it as upon some others.

The Complainant here closes his direct proof & Defendants commenced their proof upon their behalf and proceeded as follows to wit:

Defendants offered and read in Evidence a deed in the words and figures following to wit:

This Indenture made the Eleventh day of March in the year of our Lord one thousand Eight hundred and forty eight between Abraham A Post of the town of Seneca County of Ontario State of New York of the first part and Caleb Cowing of the town of Starkey in the County of Yates

State of New York of the second part Witnesseth
 that the said party of the first part for and in
 consideration of the sum of Seventeen hun-
 dred and fifty one dollars and twenty cents
 to him in hand paid by the said party
 of the second part the receipt whereof is
 hereby confessed and acknowledged has
 granted bargained sold remised released
 and by these presents do grant bargain
 sell remise release and forever quit claim
 unto the said party of the second part and
 to his heirs and assigns forever all my
 right and title of Seven Eighty acre lots
 of Land that I bought in June 1842 Situate
 lying and being in Township number forty
 four north of range Eleven East of the third
 principal Meridian in Lake County State
 of Illinois, the above lots are in & are parts
 of sections as hereinafter described as
 follows (viz) the south west quarter of
 Section number four 160 acres also the
 east half of the north east quarter and
 the west half of the south east quarter and

the East half of the south west quarter of section number Eight 240 acres, also the South west quarter of section number nine 160 acres all lying in township number forty four north of range Eleven East of Third principal Meridian in Lake County Illinois containing in all Five hundred and Sixty acres of land according to Government survey and ^{sold} subject to all taxes since the Eleventh day of June 1842 Together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining; and the reversion and reversions, remainders and remainders rents, issues, and profits thereof and all the estate right title interest claim and demand whatsoever of the said party of the first part either in law or equity of in and to the above bargained premises with the said hereditaments, and appurtenances.

To Have and to hold the said land to the said party of the second part and to his heirs and assigns to the sole and only proper

use benefit and behoof of the said party of
 the second part, his heirs and assigns forever
 In Witness Whereof the said party of the first ^{part},
 has hereunto set his hand and seal on the day
 and in the year first above written

Signed Sealed and Delivered Abraham A Post-Esqr
 in the Presence of
 B. Whiting
 John A. Whiting

United States of America

State of New York }
 } ss

Ontario County }

Be it known that on
 the Twenty second day of May A D one thousand
 and Eight hundred and forty nine before me
 James G. Bishop a Notary Public for the State
 of New York duly commissioned and sworn
 dwelling in the village of Geneva County of Ontario
 State aforesaid came Abraham A Post to me
 well known to be the person described in and
 who executed the within Deed and that
 he acknowledged the execution of the same
 for the purposes therein stated, which is to me

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Satisfactory evidence of the execution thereof
In Testimony whereof I have herunto subscribed
my name and affixed my seal of office
James Gillespie Notary Public

Seal

State of Illinois

Lake County

} This deed was filed Oct 30th
1849 and duly Recorded in book
L. of Deeds page 291. D. H. Shuman, Recorder
per S. M. Dowst Dpty

Dependents next offered in evidence a deed
in the words and figures following to wit

This Indenture made the twenty second day of
March in the year of our Lord One thousand
Eight hundred and fifty Between Caleb Cowing of
the town of Storkey in the county of Yates State of
New York and Rhoda his wife of the first part
and Julius Bull of the town of Seneca Falls in
the County of Seneca in the State of New York of the
second part Witnesses, That the said Parties of
the first part, for and in consideration of the
sum of six thousand dollars to them in hand
paid by the said party of the second part the receipt

Whereof is hereby confessed and acknowledged have
 granted, bargained, sold, remised, released, aliened
 and confirmed, and by these presents, doth grant
 bargain sell remise release alien and confirm unto
 the said party of the second part, and to his heirs
 and assigns forever all that certain tract of land
 situate lying and being in township number
 forty four north, of range Eleven east, of the third
 principal Meridian in Lake County, State of
 Illinois, containing nineteen eighty six lots
 of land being parts of sections as herein described (viz)
 lot ^{no} one in the north west quarter of section
 number three (3) containing eighty acres and ^{two} 1/4
 an acre of land also the south half of section
 number four (4) containing three hundred and twenty
 acres also the south half of section number five
 (5) containing three hundred and twenty acres, also
 the east half of the north east quarter of section
 number seven (7) also the north half of section
 number eight (8) containing three hundred and
 twenty acres also the south west quarter & the
 west half of the south east quarter of section
~~number~~ ^{no} eight containing two hundred and forty

acres, also the north west quarter of section number
 nine (9) containing in all the several lots fifteen
 hundred and twenty acres of land, and Tracts of land
 were according to Government Survey, sold subject
 to all back taxes Together with all and singular
 the hereditaments and appurtenances therunto belong-
 -ing or in any wise appertaining; and the reversions
 and reversions remainders and remainders rents
 issues and profits thereof; and all the estate right
 title interest claim or demand whatsoever, of the
 said parties of the first part either in law or
 equity of in and to the above bargained premises
 with the ^{said} hereditaments and appurtenances;
 To Have and to hold the said above granted
 bargained and described premises unto the said
 party of the second part his heirs and assigns
 to the sole and only proper use benefit and
 behoof of the said party of the second part
 his heirs and assigns forever. And the said
 parties of the first for themselves and their heirs
 executors and administrators doth covenant
 grant bargain promise and agree to and
 with the said party of the second part his heirs
~~and assigns against and against all persons who shall claim or~~
~~or claim the same or any part thereof or any interest therein~~
~~and against all and every person or persons~~
 heirs and assigns that the above bargained premises
 in the quiet and peaceable possession of the said
 party of the second part his heirs and assigns

against all and every person or persons
lawfully claiming or to claim the whole or any
part of the above mentioned and described premises
be the said Caleb Cowing with forever Warrant
and defend In Witness Whereof, the said parties
of the first part hath hereunto set their hands
and seals on the day and in the year first
above written

Caleb Cowing Seal
Signed Sealed and delivered Rhoda Cowing Seal
in the Presence of

D. K. Royce
John P. Cowing

State of New York

Valley County 3rd One the 25th day of

March 1880 before Isaac Lanning a

Justice of the Peace in and for said County came
Caleb Cowing and Rhoda his wife whom I know
to be the grantors described in and who executed
the above deed and acknowledged they executed the
same and the said Rhoda his wife on a private
examination separate and apart from her
husband acknowledged she executed the same
freely and without fear or compulsion of her said
husband

Isaac Lanning Justice

State of New York

State County Clerk's Office }²⁰ I certify ^{that} I saw Lanning
Lanning Esquire was at the date of
the Certificate of proof or acknowledgement of the
annexed instrument in writing, a Justice of the
peace in and for said County duly authorized
to take the same that I am well acquainted with his
hand writing and verily believe that the signa-
ture to said certificate is genuine and that the
annexed ^{instrument} is executed and acknowledged according
to the laws of this State. In testimony whereof I have
hereunto set my hand and affixed the seal of
said County at Penn Yan this 23^d day of March
A.D. 1850 Alfred Reed, Clerk

State of Illinois

Lake County }²⁰ Filed for Record 11th April 1850
and duly recorded in Book M of deeds at Page 417 & 418

A.B. Lewis, Clerk of the Circuit
Court of said County

To the Reading of which Complainant objected
said deed was then read in evidence by said
defendants subject to all exceptions
Defendants next called upon the stand as a witness

in said cause Edwin M Bull who being duly sworn as a witness therein stated as follows When complainant objected to said Bull testifying as a witness in said cause for the reason that he was & is interested in the subject matter of said suit which said objection said Court took under advisement & permitted said witness to testify & he stated as follows to wit I have ^{had} a contract for the purchase of the premises in question until lastly I assigned my interest to Chester Bull to day, defendants here introduced the agreement referred by the witness & the assignment of the same which is in the words & figures following to wit,

This agreement made the twenty fourth day of March in the year of our Lord One thousand Eight hundred and fifty one between Julius Bull of the town of Seneca Falls County of Seneca State of New York of the first part and Chester J Bull now of the same place and Edwin M Bull of the Town of Libertyville County of Lake State of Illinois of the second part, Witnesseth that the said party of the first part for and in consideration of the sum of seven thousand dollars

does agree to sell to the parties of the second part the following described land - to wit: nineteen eighty acre lots lying and being in the town of Libertyville Lake County State of Illinois now owned by said first party known as the Wyndkoop and Logan tract

The parties of the second part do agree to pay for the same in the following manner one thousand dollars on or before the first day of April one thousand and Eight hundred and fifty four - and one thousand dollars annually until the whole is paid - with annual interest of seven per cent from the first day of April Eighteen Hundred and fifty one. On the fulfillment of these conditions the parties of the first part his executors administrators or assigns do agree to give to the parties of the second part or their assigns a full and sufficient deed, and in failure of these payments this contract is to be null and of no effect

Witness our hands and seals the day and date first above written

(Signed)

Julius Bull *JSB*

Chester T Bull *CTB*

Edwin W Bull *EWB*

Know all men by these presents that I Edwin W Bull for value received of Chester T Bull have sold

assigned transferred and set over and do hereby
 sell assign transfer and set over to the said
 Chester S Bull all my estate right title interest
 claim and demand whatsoever in and to the
 annexed articles of agreement and in and
 to the lands therein mentioned and described
 Witness my hand and seal this 19th day of
 February A.D. 1857.

in presence of P Kelly Edwin W Bull Seal

There was no consideration for the assignment
 there is no agreement to have it reassigned to me
 whether it is reassigned or not is an after consider-
 ation. previous to the assignment I had an
 interest in the improvements, improvements consist
 of fences, buildings &c affixed to the realty. I assigned
 the contract for the purpose of being a witness

Defendants next called as a witness in said Cause
 Peter Bockover who being first duly sworn testified
 as follows to wit. I live one half mile from Bull I
 have lived there 12 years past. I know the complainant

at a conversation between Nynkoop & Julius Bull
 for 12 years. I know Julius Bull I was present
 I was present
 on the 7th of April 1850 when conversation took
 place between Edwin Bull and Nynkoop. Edwin
 with myself & Van Rensselaer went out to see Mr
 Nynkoop. Mr Nynkoop was not in the house but
 we met him in the road near the house Edwin
 told him that his father had bought the farm of
 Louwing and he had come up to see if he would
 give him possession of it Mr Nynkoop said that
 he expected he had a right to sell as he was
 nothing more than a tenant at will. Take poss-
 ession said he and welcome of the whole farm
 except the house. I cannot give you possession
 of the house at present as I have no other place
 to go & cant give possession till he found some
 other place to go. The house was a log house
 near the road he said he would go out as soon
 as he could get a place to go. The land at that
 time March 22^d 1850 was worth not over \$4 or \$5
 in cash per acre such a large quantity together
 two or three years afterwards 100 acres was sold
 at the side of it for \$7 per acre with small house
 and barn about 13 or 14th of April 1850 I was

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present with Julius Butt, the complainant & Callin Brown was at complainants house Mr Butt wanted to know if he would not go out and give him ^{up} the house, he said no, that he might take possession of the farm & welcome that he had given possession to his son before but the house he said he would not leave till he could get some where else to go he repeated again that he expected Cowing had a right to sell it as he was nothing more than a tenant at will It was a week or two days after this conversation that Nyonskoops Family removed from the premises, they moved up to Levi Basters about a mile & a half Right away after the conversation with Nyonskoop he left for New York & was not there when the family removed from the place Baster married a daughter of the complainant, Nyonskoop had gone east Brown went there to serve a notice on complainant to quit the house next day Complainant left for New York State, I do not know of any sale of land in the neighbourhood at that time, if the

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tract had been put up in pieces it might have been sold for more few persons want so large a tract, on the cross examination the witness stated as follows I went up by request of Bull in 49 + 50. I don't recollect any sale then, no one was with Wynnkoop when we found him in the road we all stood together Mr E Bull told complainant that his Father had bought the farm of Corving & he had come up to see if he would give possession, Wynnkoop answered as above stated there was very little other conversation Mr Bull was boarding at my house at the time when I went up with Julius Bull. there was no one else in the house but Complainant, his wife and daughter Mr Bull told Complainant that he had better give up possession that he would rather give something. Complainant did not say that Corving had no land there I think he said he should go to N.Y. to see about it. he told Bull that he would give him possession Except as to house, direct examination resumed I asked the Complainant once or twice what he would ^{take} for the 1/2 pr Sec, he said he would not sell it. It must have been as near as I can

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guess at it in the Spring of 1849. I know Benjamin Styles. I knew him first in 1844 I have not seen him in 5 years he has been in California. his pecuniary ability to buy land in 49 & 50 was pretty slim I don't think he had any means; he had 160 acres at that time he asked \$8. per acre for it it has been sold for less since there was a mortgage on his place while gone his wife sold the farm to pay the mortgage aside from the farm he had no means I have seen John Diamond but don't know much about him Crop Examination resumed I went to buy for my son I think it was in forepart of 1849. I went to New York in September 1849. I think it was in the Spring of the same year that I wanted to buy, the part that I offered to buy was on the north side takes in part of the heavy timber it would take 150 acres timber aside from broken parts also the stream

Defendants next called as a witness in said cause Ralph Buckley who being duly sworn testified as follows to wit. I live in Libertyville I know the farm

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in question since October 1849 I saw it then first I have lived since on the quarter section adjoining it there is one farm between that place & mine Cash value of the whole tract in March 1850 about \$4 per acre I don't believe it could have been sold for much more. Mr Cowing asked \$4 per acre, I concluded to decline taking more than 40 acres if others would take the rest, I found I could do better, we did not take any of Cowing, I after bought in 1852 80 acres of choice Wood land for \$5.00 per acre it would average as good as the Wynkoop place I got what I bought on time I know of other sales pieces of 100 acres sold in Spring of 1850 one farm between it & Wynkoop's place this was sold for \$4 per acre, as the buyer told me Cash paid down the average was as good as Wynkoop's W. Butler owned some land near it Harris now occupies the land he bought of W. Butler I know Stytes I was not acquainted with his pecuniary ability I know John Diamond in fall of 1850 do not think he could have bought any land at all he told ^{me} that fall that he had no means & that he had to get trusted for a creature if he bought it

He commenced with Mutton setting it in basket
peddling it out,

Correll Examination

I bought the Co of John H Foster in Chicago he
said he had owned it good while he did not
enter it himself it came to him some ~~other~~ way
some timber had been taken off it at the time
I bought I had refused in the Spring of 1857 of the
gridley tract at 14¢ per acre it was 7 or 8 miles
south of the tract in question part of it was wet
prairie a piece north west of it was sold in 1853
or 4 for \$6. per acre there was one farm only
between it it was a good farm there was timber on it

Defendants next called Orange

G Risky as a witness on their part who being first
duly sworn as a witness in said cause testified
as follows to wit I lived in Libertyville ¹³/₈ years
about one mile and half from the tract in
question I have been County ^{surveyor}, I was acquainted in
1849 + 1850 with the value of lands in the vicinity
of this tract I do not think the whole could have
been sold for over \$4. per acre in March 1850
I had some talk with mason about buying the

whole, Cowing said he would take that we concluded that it was no object to take it at that though we would have bought a piece of it for that, this was in the fall or winter of 1850 before sale to Bull I did not then think it an object to buy it at that I know of other sales at that time frequently heard of sales land ranged from \$3 to \$7 per acre I sold in the year before ten acres near this tract for \$5. per acre this was in the fall of 1849, or 1848. I am not clear on this point it was choice timbered land that I sold there was five or six hundred acres of timber on Bull tract, Styles pecuniary ability in 1849 & 1850. was poor I do not think his land was worth over \$5. in 1850 I knew John Diamond at that time I should think he had not the means of buying land he lived near me he worked a farm of Dr Foster on Shaws he finally began the butchering business on a very limited scale

Cross Examination. I do not know

what Styles farm was sold for, it was sold after he went to California about two years after Mason told me that Cowing offered the whole for \$4. per acre. He wanted to know whether

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I would go into it a considerable part of the price was to be paid down I had not the means except by borrowing nor had Mason that was one reason why I did not buy Money was high here I did not expect to get it here but in New York. Defendants next offered & read in Evidence a paper in the words & figures following to wit

Land Office at Chicago Illinois
No 9971 June 4th 1842

Received from Tobias Hyunkoop of Lake County State of Illinois the sum of \$203. dollars 69 cts, being in full payment for ^{the} 1/4 quarter of Section No 4, Township No 44, north range No 11 East ^{of} of the third principal Meridian containing 160 acres and hundredths of an acre at the rate of \$1.25 per acre
E H Nuddock Receiver
\$200 per act 1840

For value Rec^d I do hereby assign all my right title and interest in and to the within receipt and the land therein described unto Abraham A Post of Ontario County State of New York. Witness my hand this 4th day of

June 1842

Tobias Bynkoop

Defendants next recalled Edwin Bull as a witness in said Cause who having heretofore been sworn as a witness in said Cause and the Court having overruled the complainants objection to said witness on the ground of interest & declared that said Bull is a competent witness in said Cause he proceeded & stated as follows to wit

I was present at the time & place mentioned by Bockover on April 7th 1850. I received a telegraph communication from my Father that he had bought the premises. I was ^{then} on the point of starting to California immediately on the receipt I went to see Mr Bynkoop Mr Bockover Van Rensselaer & myself went to see him. He was not at home when we called he was soon expected. They told me we started away and met Bynkoop in the road. Mr Van Rensselaer introduced me to him. I told him Father had bought the place of Cowing with reference to coming on and improving the land he said it was ^{all} right that he was only a tenant at will & wish the privilege of remaining in the house until he could get another he repeated that he was liable to be dispossessed

at any time & expressed no surprise at the sale. He then conversed with Bockover relative to his visit East which he had recently made. I then asked him the situation of the land, to describe it we were in an elevated position & he gave us a description of the place such as to give me a general idea of the place. He said we could have possession immediately. He only asked the favor of remaining in the house a short time. On leaving he reaffirmed that he was only a tenant at will. I had never seen the place before & went there to see if he was willing to give up the place. I told him we wanted to go right on to the place that Spring he said he surrendered possession of the premises. I was soon after taken sick & so continued for about a week. Meanwhile my father came on we went on that season and sowed some 30 acres of oats we commenced Farming in about ten days after I was there. First it was about 14 days after we went on that the family left. Nynkoop was East when the family left about ^{a month} after they removed I occupied the house with a family.

272. Father wanted the house because he had hired
a man to come out. I gave the family \$50. if
they would give up the house, we wanted the
house. It was paid after the notice to quit was
served they removed voluntarily to a house
of Baxters nothing was done in the forcible
detainers case. I knew Styles from 30 to 31
he was generally reputed to be of limited
means. I knew Diamond from 30 to 31
He worked a farm I do not know that he
owned any real estate Corp Examination

The conversation with complainant
was 6 or 7 of April. Father came here a week
after I had no further conversation with
complainant until after he returned from
the East. We commenced working the place
a little earlier than may the last day of April.
I think Styles lived on his farm one year
after I moved out. I am not perfectly certain
that he did. I was sick in all two weeks I
paid the money ^{I have paid the money} at the house. I never told
them that they would be thrown out if they
did not leave. I think they did not ask to
remain until the complainant came back.

271 The money I gave to the children I offered it to her the wife she said she preferred I would give it to the children she did not say that she would not take it but that she would rather have nothing to do with it I think my father said to her that the taking the money should not prejudice her rights My Father said that she claimed to have rights through Corving He did not urge her to take the money This was ^{from} 20th to 25th April The warrant was taken out to recover the possession of the house not of the farm as I understood I never saw the process

Direct Examination resumed

The Complainant's family was then consisting of wife Daughter & two Boys the daughter was about 30 years of age & I paid the money to her

Defendants next offered bread in evidence since the deposition of S. C. Brown which said deposition is in the words & figures following to wit The deposition of S. C. Brown

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a witness of the County of Lake and State of Illinois produced sworn and examined before Elijah M. Haines a Justice of the Peace in and for the County aforesaid on the 22^d day of April A.D. 1886 at the office of Wm A Boardman Esq in Waukegan in said County in pursuance and by virtue of an agreement between the parties, waiving previous notice E. P. Storz Esq appearing on the part of the complainant and Joseph L. Williams as Solicitors for the defendants said deposition to be read in evidence in a certain cause now pending in the Lake County Circuit Court on the Chancery side thereof between Tobias Wynkoop Complainant and Abram A Post, Caleb Cowing and Julius Bull defendants on the part of said defendants

Int 1

What is your age occupation and place of Residence

Answer

My age is 45 years, occupation a farmer
occupation Farmer, my residence is Lake County
Illinois

Int Second Do you know the parties Complainant and Defendants in the Caption of these Interrogatories named If yea how long have you known them respectively

Answer I know the complainant I have known him twelve years I do not know the defen Cowen & Post I have some acquaintance with the defendant Bull I have known him about six years .

Int Third Were you present at any time when a conversation was had between the complainant and defendant Bull in the year 1850 If yea, state at what time at what place such conversation was had who was present and the conversation fully

Answer I was, It was some time in the month of March it was at Mr Pynkoops house on the premises where he then ^{resided} ~~resided~~, there were present Mr Bull Son & ever Mr Pynkoop his wife & one or two of his Boys I think & myself I think some one else was present

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but cannot now remember who Mr Bull told Mr Wynkoop that he Bull had bought the place and asked Mr Wynkoop if he would leave the place without any further trouble. Mr Wynkoop said he was a tenant at will and supposed that he had forfeited his claim, or something to that effect I cannot recollect to word it exactly as he worded it and said he would leave the place without any further trouble

Int Houth Was Mr Wynkoop at the time you speak of living on the land in controversy in this suit

Answer Yes Sir I think he was
Crap Interrogatories

Int first What Mr Bull do you refer to

Answer Julius Bull

Interrogatory Did not Mr Bull in conversation referred to by you say to Mr Wynkoop that he Bull was Mr Cowen now, that he had purchased

275.

all of Cowens right to the land in controversy
and that Mr Wynkoop must leave the premises
immediately or he would put him off or words
of the same import objected to Dfs solicitor

Answer

He said he had bought all of Mr Cowens
interest in the lands & wanted to know of
Mr Wynkoop if he would leave the place
without getting any more papers

Interrogatory
Third

What was your business there at that time

Answer

To serve a notice on Mr Wynkoop that he
Mr Bull had bought the premises and for
Wynkoop to leave the place

Interrogatory
Fourth

Did Mr Wynkoop leave the premises immediate-
ly after said conversation if not how long
was it before he did leave

Answer

No sir not with his family, but left himself
his family left perhaps two weeks after

Interrogatory
Fifth

Did you have other papers besides those you served in regard to the land in question
If yea did you serve those papers, if you did not what was the reason
objected to by Dft Solicitor

Answer

I did I did not serve them for the reason that Mr Bull told me that he had seen the old lady and she had agreed to go out without serving the papers

Interrogatory
Sixth

What was the nature of these papers
objected to by Dft Solicitor

Answer

A writ to put the family out of the house
S. C. Brown

State of Illinois
Lake County I, I Elijah M. Haines a Justice of the Peace in and for said County do hereby certify that the foregoing deposition of S. C. Brown was taken before me at the time and as set forth in the caption thereof that the said witness was first duly sworn to testify the truth and the whole ~~truth~~ in relation to the matter in controversy between the said parties in the caption of said

of said Deposition mentioned so far as he should be interrogated in relation thereto and that after said deposition was taken the interrogatories and answers thereto as written above were read over to said witness and that thereupon the same was signed by said witness and he was again sworn by me. Witness my hand and seal this 25th day of April 1886

E. M. Haines (Seal)
Justice of the Peace

Here the defendants rested their case and Complainant resumed the proofs upon his part and first offered & read as evidence in said cause as rebutting testimony the deposition of Adonijah Crane which said deposition has herein before been copied & set forth

Complainant next called Ruben S Dodge as a witness in said cause who being duly sworn as a witness then stated as follows to wit, I know the Nynkoop tract of land, I have known it 13 years I first knew the land 1843 I always

considered it the best selection of land as a body I have ever seen any where taking timber water & location & quality of land together I was somewhat acquainted with the value of the land in the spring of 1850 my opinion is that it was then worth \$10. per acre I recollect telling Mr Ball so when he came out & told me he had bought I then owned some land in same township

Cross Examination

The whole tract I do not think could have been sold for \$10. Cash down in the spring of 1850 it was a very dull time to sell land, what it would have brought at a forced sale I do not know My son sold in spring of 1848 130 acres of my old place for \$14 per acre there was no building on it, it was fenced. In the fall of the same year sold residue (250 acres) with house for \$14 per acre Residue of 80 acres sold in 1853 or 54. Sold for \$12 per acre The 250 acres sold for \$1900 in goods in Waukegan and I think no man who owned and could keep the farm would sell for \$10. per acre

Direct Resumed

As land is usually sold it was worth \$10. per

279 were at that time it was thought at that time to have been a low sale. The goods we got as cash it consisted Iron Stoves &c taken at cash prices we also got good will of the business, the tract my son sold had no natural advantages over the Nyankoop tract it was about 1 1/2 miles from it on same road & further from Hackensack

X Complainant next called as a witness in said cause Mrs Elizabeth Baxter who being first duly sworn as a witness in said cause stated as follows to wit I recollect the time the tract of land in question was entered it was in June 1842 I saw Mr Cowing at that time he was at my Father's (Complainant's) house, he came to the house just before the land sale & staid over night Cowing & Father were talking about the land all the evening before the sale in the afternoon they went out looked at the place & Cowing said that it was a very beautiful location - After they returned from land sale Cowing was going to start for New York & they were talking

about the property Cowing said, Well, I was you have got your land after all the fuss they were calculating to get it away from you I think he went away that afternoon or the next morning My Father went with him they started for Chicago Before that time my Father had been working on and improve the place he removed there in June 1835 he had expended all the means he had on the place he had between five & six thousands dollars when he came there I was at the house when Julius Bull come to see my Father Mr Bull come in and said that he had bought Cowings interest and wanted Mr Nyorkoop to give him possession Mr Nyorkoop told him that Mr Cowing had no land then nor owned no land and that he should give no possession till he got it by the the letter of the law when he came in he slapped his hand upon his coat breast and said, "I am Mr Cowing I have stepped into his shoes" I was there when Mr Bull moved us out the next morning after this Mr Bull came again about ten O'clock in the morning Father was not then there he

He wanted to hire my mother to go out of the house
 he asked her how much she would take to move
 out. she told him not any thinks that she despised
 the idea of taking a cent, then he asked her if she
 would accept of \$50. she said no she despised
 the idea of taking a cent. Mr Bull then said
 shall I give it to the children, the two Boys being
 my Brothers she said what present he made to
 the boys she had nothing to do with, she wanted
 no present from him. nor accepted none, so he
 counted out some money & gave it to my oldest
 Brother 18 years old my Brother thanked him for it
 & put it into his pocket, when he offered her \$50
 he said take it, it will not invalidate your
 rights in any manner if it does I will cause
 you to be moved back upon the premises
 Edwin Bull never paid me a cent. I never received
 a cent from him in my life nor ^{or} ever saw him
 pay a cent Julius Bull told mother two or three
 times that she must go out & if she did not
 go he would throw her into the road she said
 she would rather he would wait until my
 father come back from New York, Bull come
 to see us from day to day for a week or two

after he first came out and this last conversation was after Father had gone east Mr Bull said he could not wait, that he was in a hurry to go back and could not do it so he came with a team this son Edwin took the things that were in the house & set them in a waygon & carried them away to Sir's Baxters My Father on his way east sent word back from Nauvign that he did not want her to leave the house until he returned and that if she wanted the garden ploughed before he returned that Harris by whom the message was sent would plough it for her I was not then married to Baxter at that time

Crop Examination

I did not hear father tell Harris to tell mother that Messays I first saw Julius Bull in 1850 at my Father's house he came with Peter Bockover my Mother, ^{Father} Brothers & myself were in the house the first words he said were I have bought Mr Cowings interest & c as already stated This was the first time he ever came Peter Bockover was there was there again next day he came with Julius Bull and Constable also with a man by the name of Crane Mr Brown had a written notice

for the possession. My Father told him that if he got possession he must get it by the letter of the law I do not recollect of Bockover being there but twice with Julius Bull. My Father did not say that he had given possession of the farm except the house I am positive that Crane was there he took tea with us Bockover & Brown did not. Crane was there when Bull & Brown came the first time they come Crane came with them. ^{Brown was not there twice} Brown was ~~there~~ twice, with Bockover Bockover came twice but only once with Brown. The first time Crane Bockover & Brown came Crane was there once when Bockover was there Bockover was there twice with Julius Bull that I remember Crane was there when Brown read the notice Brown read this notice a few days after Bull was there but I do not think Bockover was there ^{when} ~~upon~~ the notice was read I am very sure that Crane was there both times the first time they came Crane came with Bull & Bockover It was the second time that Crane took tea the second time Brown came

Crane came with him At that time I had a good deal of trouble in my mind growing out of my Fathers difficulties I never saw Edwin Bull then I never had any conversation with him until the day he moved my Mothers goods at that time Julius Bull & Edwin Bull. My Mother did not help to remove the goods, what could she do they tied the Beds up in sheets & put them in the wayon I did not see her help put in the things in the waygon I did not put my hands to any thing My Mother did not then pick up her things, they put the things into the wayon we did not lift a finger. I saw Julius Bull take the money out of his pocket, Edwin Bull did not pay a cent of money his Father paid it I never received a cent from Edwin Bull I never saw him have any money in my life

Complainant next ^{called} Ezra H. Newell as a witness in said Cause who being first duly sworn testified as follows to wit I was acquainted with this ~~land~~ ^{Hyndkoop} Tract at the time of the land sale in 1842 and was present at the said sale Complainant

285 was there; he was present when this tract was bid off. I was standing by when it was bid off saw him about there, the tract was worth more than government price. I should like to have got it some of it at the price. It was always considered a good & valuable tract. It was & is a first rate tract of country; it is well watered & very good timber on east side of river & prairie lies handromely. The Oplains river right through it & there are other streams coming down through it from the west in the spring of 1850 I think the tract was worth \$10 or \$12 per acre in the situation it was then in

Cross Examination

I was conversant with the land in 1850 there was a considerable ploughing on the land at that time. No great portion of it was what you might call fenced, there was a fence one rail ^{high} all round it in 1850 the fences I can't say what they were worth. Entire improvements were only house & fencing they were of no great value did not know of any sales of land in

1850 My Opinion of its value is chiefly from my estimate of its value not from any sales actually made in 1850

Complainant next called Enoch Morse as a witness in said cause who being first duly sworn testified as follows to wit, was acquainted with Nynkoop tract in Spring, of 1850 & prior to that time, its value in Spring of 1850 was from \$10. to 12 per acre it was always considered as good a tract of land as in all that country there was some 400 acres of Timber residue Prairie I have known the land 18 years

Crop Examination

was familiar with tract in 1850 there was 100 acres broke, there was a fence fenced on the prairie another in the woods Fence was not good and substantial. there never was what you would call a good fence fence around the place Fencing worth \$100 perhaps more the breaking was worth \$2.50 per acre whole worth \$300 a house also of very little value a log house and old one there were no other improvements on the place but

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there. I did not know of any sale in 1850 knew
of one in 1848 before 1850 I was offered \$10. for
mine and ~~that~~^{this} was worth as much as mine

Complainant Called Elijah McHaines who having
been ~~heretofore~~ sworn as a witness in said
Cause stated as follows to wit. Know this
tract first became acquainted with it in
1836 It was a very good location as a
claim it was considered as possessing
superior advantages lying on the Milwaukee
Road & lying on on the O'Plain river a very
nice stream runs through it into the O'
Plain river The timber was then considered as
good as any there was on the river. Prairie
lay immediately adjoining the timber & lay
rolling & nice & not so much covered with
sloughs as other lands It was worth in 1842
a great deal more than the government
price There were improvements on it at the
time in 1836 Complainant had a house on it
that some one there breaking prairie they broke
80 acres of prairie it cost some \$3. per acre

The land might have been considered ^{to be} worth in March 1850 from \$10. to \$15 pr acre Perhaps the whole could not have been sold together at that price but if jobbed out in parcels & on terms as lands were then selling it would probably sell for \$15.

Cross Examination

Has acquainted with improvements on the place in 1850 There was an old house on it built in 1836 additions to it from time to time probably cost \$100 dont recollect any other buildings there must have been 10,000 rails on the place good & bad placed there prior to 1850. The rails worth from \$1. to \$3. pr 100 ordinary lot of rails there was breaking on the place The whole breaking was not in same place but scattered around the land that was broken in 1850 could have been broken for \$2. pr acre But the breaking was worth \$2. more to the place than if broke that year Dont know of any land sold near this tract in 1850 I mean to say that the land could have been sold on terms for for \$10. to 12 pr acre a portion down & balance on time. I dont know

of any person who would have bought it at that time. There was great difficulty in finding ready sale in 1849 + 1850 in this part of the country. There was no immigration coming in but it was going out to California.

Mrs Elizabeth Baxter recalled I did not live all the time with him. There was a log house where we lived another in a part of the place where we did not live. He sometimes lived in one and sometimes in the other. Do not know how many acres were fenced or broken. The \$ or \$6000 was expended in living, hiring help, splitting rails + different ways. When he came here he had \$5 ^{or} \$6000 + Expended while we were on the farm. I saw the money he sold his farm in New York where we came from. I can't say how much the rails cost all I know is that he spent the money. Can't say how much he expended in improvements.

Direct Examination

My father brought 6 good horses + one large Pennsylvania Wagon when he came into the

State all the horses driven before the waygon
dout know what the team was worth

The Complainant next called George Thompson
as a witness on the Stand who being duly sworn
as a witness in said Cause Stated as follows
to wit

Knew this tract as early as 1838 It had
advantages over other tracts in that region
the prairie was not broken up or incumbered
with Sloughs as other land. It lay rolling
Enough to make it a desirable tract it was
better watered than any other section of the
country west of the Desplain River The timber
was of a very superior quality perhaps as
good as any in the country The Claim in
1842 was worth more than the government
price at that time it was a common way
for the speculator to give the settler one half
the land & pay for the whole It was worth
not less than \$10. per acre at any time from
1842 to 1852

Crop Emigration

dout know much about improvements on the place

22nd lived about ten miles from the place, not know much of the tract since 1850 dont know of any sales since 1850 nor what lands were selling there for at that time. dont know the asking or selling prices of land in that vicinity in 1849. & 1850

Complainant next called John Harris as a witness who after being duly sworn as a witness in said cause stated on his direct examination as follows to wit. I owned land adjoining this tract in 1850. I sold one lot in fall of 1850 this tract was worth in the Spring of 1850 in my opinion being a choice location, as much as any other lands in the neighborhood, lands sold ranged from \$8. to \$12 per acre in 1849 to 1850 one sale in 1849 at about \$8. This land was good and better then most the sales I knew of were mostly on time with part Cash down I sold 77 acres in the fall of 1850 for \$12 per acre two thirds cash, balance in one and two & three years with 6 per cent interest This tract all together I would not have taken \$12 per acre - I dont know whether it would

^{have} fetched that, Sands at that time was dull
 sale If a man had money & wanted it he
 would have given \$10. per acre - If the tract
 was subdivided it would have sold, some
 of it for \$15 per acre the parts embracing the
 road & creek & river, it would have sold for
 infinitely more than subdivided than as a
 whole tract

Crop Examination

In same season another tract was sold
 for \$3. per acre another tract Benson tract
 sold for \$10. per acre Chandler did sell, but
 cannot say what he got Waterman tract
 lies right adjoining Nynskoops he bought it
 in 1850 he had it for sale in 1852, he offered
 it for sale in 1852 I don't know what he got
 for it when he sold it, think he sold it he got
 about \$7. per acre he cut it up to suit purchasers
 don't know that Waterman bought it ^{for} \$5 per acre

Direct Examination resumed

The waterman tract does not begin to be worth
 as much as the Nynskoops tract it lies off the
 road - no water near it know the Jones tract
 it was dear price ~~price~~ to have given to you

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Benzons is a little better than Jones It is no where near as good as the Wyankiwoop land It is grubby land, not timber stiff clay, and very much broken with Sloughs There was a good deal of difference in the value of the Jones & Benzons tracts as compared with Wyankiwoop land it would cost \$5 per acre to grub & there was that difference in the value per acre of these lands Saw Complainant when he started for New York I was in Hankigan the day he started he took the boat & told me that he desired that I should tell his wife to hold on to the place & not give up possession requested me to plough his garden I did not go to the house myself but I sent the message by a young man who was going that way. I did not say I would plough the garden but that if he wanted it ploughed I would give him a team to do it

Crop Examination

He told me to have his wife stay not go out of the house till he come back to tell her either to keep possession or stay in the house till

~~He~~ he returned

Cross Examination

Complainant next called William Sherman as a witness who after being duly sworn as a witness in said cause stated on his direct examination as follows to wit: Knew the tract in 1850 they were worth in Spring that year as other lands were selling \$10. per acre It would have sold better divided up than in the whole tract

Cross Examination

Resided in 1850 about a mile & a half from this tract the Matorman tract was worth in 1850 more than Spaulding's place I would rather have it Mr Harris sold tract in 1850 for \$12. per acre there were farms sold in 1849 sold for \$1800, 240 acres this was the Brooks place it lay on same road as Mr Nynkoops mile north same improvements on the land not well fenced It was sold in 1853 he may have sold it for less than what he gave, Think Beckwith bought farm at that time about a mile north, don't know what he gave in March 1850 it was pretty hard times for selling & the whole tract together

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might not have brought \$10. per acre If it had been thoroughly advertised I think at forced sale It might have brought \$8 or \$9. I saw the advertisement of the sale in papers which Cowen put in before sale to Bull I think there would have been buyers if thoroughly advertised. Don't know whether any one in this County would have bought it. The deer park was no improvement of any value. The greater part of the Park rails were split before 1842, in 1850 the fence was dilapidated. The improvements in 1850 on the place were ^{as yet} including rails buildings breaking &c from \$500 to \$600. Dollars

Dirck Resumed

In deer park there was about 240 acres. Complainant had deer in the park have seen them when in at different times Sherman place not so good as this I have been over the whole tract the timber is now worth \$7, more than the other taking the whole together in 1850 I should think it was worth \$3. or \$4 dollars per acre more than any other lands around

If the land been thoroughly advertised and cut up I think there would have been no difficulty in selling it in 1850. I think if subdivided & sold two thirds down and balance in one & two years it would have sold for \$10⁵⁰ per acre. If then sold according to the custom of the country, by dividing it up there would have been no difficulty in getting \$12⁰⁰ per acre this in 1849. and 1850

Complainant next called George Kimber as a witness who after being duly sworn as a witness in said cause stated on his direct examination as follows to wit

Knew land in March 1850 think it was worth as other lands were then selling \$10. to \$11. or \$12 per acre. Have lived here since 1845 & have known the tract all the time

Cross Examination

I lived adjoining it in 1848 & 1849 was acquainted with terms of sale according to custom of country the ordinary terms were sometimes one third down some times two thirds down & balance in from one to four years, if the land had been properly divided up I think

at that time, I think it would have sold very readily for prices named

George S. Wynton being recalled as a witness in said Cause stated as follows. Have been over the tract as early as 1839 Complainant was then on it in 1842 the land was worth more than double government price & was a speculation at that time of the lands being for sale on 7th May in 1850 If I could have got the title at that time without incumbrance of Complainant's equitable claims I should have been willing to have given for the whole tract more than \$6000. I would have given \$8000. I had made up my mind to go to Geneva & bid up the place to that sum. If I could have had a sufficient guarantee against Complainant's claims I went to Geneva, I was there on the day of sale & went there to bid. If the land had been put up at Geneva in parcels and purchasers could have been assured that a good title could have been obtained, I think it would have brought more than \$6000 at the sale. It was pretty generally understood in that

Country that there would be difficulty about it. Complainant had a farm which he sold & brought a large amount of Money with him

Crop Examination

A good deal of Money that he brought was expended otherwise than in valuable improvements. If the Land had been judiciously subdivided in 1849, and 1850 I think there would have been no difficulty in selling it off on the customary terms

Defendants here recalled Peter Bockover who stated as follows. To wit Mr Crane was not there ^{at the conversation}. Julius Bull, Mr Brown & myself the time I testified to. The reason why I am positive is that I was at Libertyville with Bull at the time he got the process he enquired for Constable & they told him to get Adonijah Crane & I went over to see him, he told Mr Bull he did not want to serve it; he had always had a good understanding with Nynkeops & did not want to affront them he told him he had better go & get Leatlin Brown living right on the road I came with him to Brown & he was not

at home but was making fence around meadow, we went there Bull & myself, & saw him & we got ^{him} & we all followed on the bank of River & come up into road on the place just opposite where Bulls now live just as we got into the road I saw house on fire & we all ran towards it, There was no other person in the house but Wynkoops family I never saw Crane from the day I left Libertyville to this, he did not go with us if he had I should have known it. Complainant, wife Elizabeth & two Boys & Bull & myself only there. The improvements aside from Rails were worth nothing in 1850 It would have been better in a State of nature.

- Corp Examination

I dont recollect that I was ever in the house but once with Julius Bull, When I went with Edwin Bull Mrs Wynkoop & Elizabeth was in the house, Complainant was not in the house. we started way to meet them

3DD

Mr Crane was not there at the time of the fire

Defendants here Recalled Mr Bulkley who stated as follows, was acquainted with improvements in 1850 they were not worth much of anything to the place except Lozier house I would rather have had the place in a state of nature a great many acres were spoilt by the cutting of timber Lozier house cost probably \$150 I saw some old rails on place & poor at that except deer Park

Defendants here Recalled Mr Risley who stated as follows knew amount of improvements on the land in 1850 aside from Lozier house the improvements were on west side of Road I should rather have naked Prairie than the breaking in situation it was in Lozier house might have cost \$150 to \$200 built by Lozier worth that in 1850 might have been on east side rails round deer Park might have been worth more than timber damage to place equal to value of timber

Dependents next called William C Newman as a Witness on the Stand who after being duly sworn as a witness in said cause Stated as follows to wit

I am ^{& was} well acquainted with Cowen & have known Complainant 14 years by sight in 1848 I think I went by ^{the} direction of ^{Cowen} & forbid Complainant from cutting timber from the tract in 1850 in March 18th I think I called on Complainant again by direction of Cowen left a writing & printed notice both. They were sent to me by Cowen, the printed notice was to this effect - that Cowen was going at a certain time in Geneva a going to offer these very lands at sale at public vendue the printed notice was like the one in evidence Complainant read the written notice in my presence he swore by god he would shoot the man who should buy the land & come on to take possession he said

he could get the money before the day of sale: - I told him that Cowen wanted me to say to Complainant that if he could not sell the land before the 7th of May he should offer it or sell it on that day. I think I told him this before I showed him Cowens letter requesting me to give him this notice after telling him I then handed him the letter from Cowen which he looked at him Cowens letter which he looked at.

Cross Examination

The letter I took over to Complainant I received either in the last of March or first of April as I now recollect I think got the letter in the middle of the week & went to see complainant Saturday following I may have staid at Complainants about two hours. I can swear distinctly that I told him the amount of what I have testified, tho' perhaps not the words. I did tell complainant that Cowen would sell before the 7th May if he could.

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get a chance Corven seemed to be
pressing the sale & wanted money & would
sell cheap to raise the money out of the
land

The foregoing being all the testimony
offered or read in evidence by the said
Complainant as well as said defendants
said Cause on said hearing was at said
term after argument of Counsel submitted
to said Court for determination and said
Court at said term after hearing said
proofs & arguments & not being fully
advised in the premises took said cause
under advisement & afterwards to wit at
the September term of said Court A.D. 1857
said Court decided said Cause dismiss-
ing said Bill & entering a final decree
in said Cause in favour of said defen-
dents & against said Complainant for
the costs in said cause to the entering of

which said decree & to the dismissing of said Bill said Complainant then & there excepted & then & there prayed an appeal of said cause to the supreme court of the State of Illinois which said appeal was granted by said court upon the complainant entering into an appeal bond with William G. Sears and E. Peyer Ferry as sureties in the sum of Five hundred dollars said Bond to be filed within 30 days from the entering of said decree. Said complainant at the same time also asked of said court for time until the first day of the February term of said court A.D. 1858 to prepare & present a bill of exceptions in said cause which was granted by the court

George Manure (Seal)
Judge of 7th Judicial
Circuit Ills

" Tobias Wynkoop " }
" " vs " } " Bill "
" Abraham A. Post " }
" Caleb Cowan and " } State of Illinois }
" Julius Bull " } Lake County }
Augustus B. Cotes clerk of the circuit

court in and for said county in the State of
Illinois do hereby certify the foregoing to be a
true and correct copy from the records
files of my office of the bill of complaint
answers, summons, bond for costs and bill
of exceptions in the above entitled cause
and also of the record of the proceedings
of said court in said cause had and re-
tained of record, and of the whole record
of said proceedings.

In Testimony whereof I have hereunto
set my hand and the seal of said
court this third day of May
A.D. 1858.

A. R. Cortis clerk
for A. L. Cortis deputy

Filed February 14th 1858
A. R. Cortis Clerk
By A. L. Cortis Deputy

State of Illinois
Supreme Court 3^d Division

Tobias Wynnroop
complainant

Leah Coming
Abraham Post
Jedediah Bull
vs - Error

Error to Luke

Now Comes said Complainant
by Henry & S. S. S. by their attorneys, &
counselors for Error.

1st There is Error in the admission
of the evidence of Edwin W. Bull on
behalf of Defendants.

2^d There is also Error in dismissing
the bill or the costs of Complainant

And the said Tobias Wynnroop Complainant
is now praying that the decree pronounced
for the Error aforesaid may be reversed
annulled & altogether held for naught
& that they may be held for ~~the~~ ~~same~~ ~~costs~~
Henry & S. S. S.
for Complainant in Error

Caleb Cowing
et al. Defts. in Error
at
Tobias Wynkoop

Supreme Court of the State of Illinois
Third Grand Division
Error to Lake

Now comes said defendants in Error
by Blodgett their Solicitor and say that in the
proceedings and Decree of said Court remaining of
Record there is ^{such} no error as said plaintiff in
Error has alleged - Wherefore

St. H. Blodgett
for Defts.

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Tobias Wynkoop
Caleb Cowing et al.
Record

Filed May 5th 1858
L. J. Wiland Clerk