

No. 13572

Supreme Court of Illinois

Williams

vs.

Crean

STATE OF ILLINOIS,
SUPREME COURT,
Third Grand Division.

No. 287.

JOHN M. WILLIAMS, }
vs. }
MARGARET CREAN, }

ADDITIONAL ABSTRACT.

Complainant also read the deposition of Edward K. Hanson, son of Canute Hanson, who states that he is now 32 years old; lived away from home in 1844, but was in the habit of returning home once a week, sometimes not so often. Understood his father sold a portion of lot 6, in Block 7, in the original town of Chicago, to John Holderson. Was not at home. Saw Holderson living on the east part of it in 1844. He had built a house and put up a kind of a fence, which ran north and south between his house and theirs.

QUESTION 13. State whether Holderson occupied his house and lot independently and separately from your Father's, or whether your father exercised acts of ownership also?

ANSWER. No. I guess Holderson exercised the right of it.

His father was in possession at the time he sold to Holderson. He and the family resided in the old house, which he bought of old man Sullivan, on the west part of the same lot. This house he sold after the sale to Henderson. He bought the house and lot from old man Sullivan, and he gave him some papers.

Defendant also read the deposition of JAMES CONNER, who testified as follows:

Acquainted with the premises in controversy. In commencement of April, 1851 Holderson and wife were living in the house. Put up a bill of sale on the house, a piece of board, this house and "improvement for sale." It was up some three or four weeks. Witness went to Holderson and asked him was he selling the house. He answered yes, he was selling it too cheap, that he had a claim there; was selling the house and improvements for \$40. Margaret Crean told me she bought and when she was going to pay the money it was after night, she asked me to go with her to Holderson's house—a week or ten days after I had the conversation with Holderson—I went with her to the above named house; others were present. The money was paid. The conditions of the sale were talked over. Holderson said he was well pleased that she bought it, that she made a good thing out of it. Morris Crean made out a bill of sale, Holderson objected to signing it, saying the only objection he had was, that at the time he bought he got no writing, and that he would give none, but he said that he had an interest in the place and that he had sold his good will of it to her. She paid him the sum of forty dollars for it, and he left in two or three days. I gave her possession of it. He said he had an interest and when it would come to sale, that whoever would buy it would get it at the valuation. Not certain about the valuation expressed previous, expressed the same to her this night.

The house fronts on Kinzie street, east of it was a shed, west of it a fence. Witness made the measurement with Mr. Crean, inside of Holderson's fence to N. E. corner of the lot on Kinzie street was 29 feet. Mrs. Anderson's house is west of the centre of the 80 foot lot some feet.

In 1850, Mother, brother, and sister came from the old country; lived in house till about two years since, (April 29, '59); the daughter has been working out some of the time; when she was out of a place she would come home; it was more than a year that they lived out of it; during that time no person was living in it; witness was living near it. One time during their absence the windows got broke; witness looked in and saw the furniture; they did not move all of it; came back to live in it some time last summer, (1858), and have lived in it ever since. The house was locked; H. stated he bought a right and sold that right.

Morris Crane.—The fence which separated the portion his sister bought ran almost to the alley in the rear; she has been in possession ever since she purchased from Holderson; was present when the money was paid; Holderson said that he bought the right from one Hanson in the spring of 1844, and that he gave that right with the house; James O'Conner, Mr. and Mrs. Holderson, and himself were present.

He drafted a writing at the time which was not signed, and is lost and he would not know where to look for it. The substance of it was to the effect that Holderson would relinquish with the house all the privilege which he purchased from Hanson, and that Hanson let him into the occupancy of the premises as equal participant in these privileges with himself, and that he gave these privileges to Margaret Crane with the house; concurs with Conner as to the measurement.

His mother, brother Jeremiah, and himself were the members of the family. He had no knowledge of Williams' visit. His sister kept house for the family 3 or 4 years after the purchase from Holderson.

On cross-examination he says complainant was 34 years old; oldest of the family, and kept house for the family; after the purchase from Holderson, and for one year afterwards, she helped him support the family.

Bridget Gilroy—

Holderson was living on the premises 10 years since, (date of deposition April, 1859,) when they came to Chicago; they lived opposite it; he came to her husband, now dead, and asked him to buy his house and title of what he had there; he had it under the pre-emption law by right and they would be benefited by buying it— * * * *
He offered to sell the house and the land the house stood on.

Oliver Stone.—He lived on the same block and was a relative of Hanson. Holderson, when he moved into the east part, ran a fence north and south between him and Hanson, who lived on the west side of the fence at that time. Hanson exercised no acts of ownership over Holderson's portion, to witness' knowledge Hanson's family used no portion of it in any instance.

John Huggard.—States that when the Crane family moved out of the house, the door was fastened from the inside, and enumerates various articles of furniture which were left in it, and could have been seen from the windows. Afterwards the family moved back.

Patrick O'Conner.—Has lived on the block for last fifteen years; when the family were out of the house furniture remained in it and the door was fastened. Never saw the building in a condition indicating that it had been abandoned. There was a division post and board fence 3 or 4 feet from Mrs. Anderson's shanty.

Patrick O'Conner, jr.—From what he saw does not think the house was abandoned. Door was made fast on the inside and furniture remained in it.

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John M. Williams

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additions abstract
by appella

Filed May 10. 1860
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Crain
at
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The right vested in Hanson was property like any other property in real estate which can pass by descent or purchase, by the entirety or in part. The right was not confined to the improvement but was diffused throughout the lot of 80 feet and existed as completely in the Eastern part as in the western.

If he had died without making any disposition of it, ~~it would have~~ leaving we will suppose two married sons, of full age, and they had made a division of it into two parts one of them retaining the old improvements for ~~his~~ the occupancy of his family, and the other taking the East part and erecting a house for the accommodation of his family, and also had released ~~respectively~~ to each other, so that each should have in his allotted portion the same interest which the other had in his portion. If the one retaining the old improve

ment should perfect the right by purchasing the 80 feet as a preemptor, & there any doubt that he would be compelled to hold as a trustee for his brother? And in what essential aspect does our case differ from that

1. Story Eq. Jurisp. sec. 396.

"If a subsequent purchaser has notice of the contract he is liable to the same equity, and stands in the same place, and is bound to do the same acts which the person, who contracted, and whom he represents, would be bound to do."

McCannel v. Reed, 4 Searl. 123

"The decisions are uniform, that possession of land is notice to a purchaser of the possessor's title"

Wheeler v. Park, 2 Searl. 533
Williams v. Brown, 14 Searl. 200

Possession is notice to a purchaser of the possessor's equity.

Of course these principles are too plain to justify the quotation of authority.

There is nothing in the policy of the law to prevent one having a preemptive right to sell in parcels. Indeed to

prohibit it, would frequently limit
the benevolent intention of the law.
This case would be one of the best illus-
trations. A girl desirous of provi-
ding for her parents, purchases
a few feet of ground for a
preemptive because it is cheap
having cost her but little. She im-
proves by building a small house.
What is the policy of the law, what
in any part of the law prevents
the taking effect of the intention of
the party
Guthrie's Theory of Property

Orian
at
Williams

Some additional
Observations

Filed May 15, 1866
E. L. Linn
clerk

Christina Maria, Skidby

JOHN M. WILLIAMS, }
vs. } ADDITIONAL ABSTRACT.
MARGARET CREAN, }

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287-1611

John M Williams

by

Margaret Coe

Additional Abstract
by Appella

Filed May 10. 1860.
d. Ireland
Ch.

State of Illinois, Supreme Court,
April Term, 1860.

Margaret Loran { Appeal from the
 ats { Cook Circuit Court,
John M. Williams }

We wish to call attention of the Court to a defect in the abstract, by which the Court may be misled.

On abstract, p. 1, (record 2-3) it reads
"Hansen sold to John Holderson one half
" of his right of pre-emption, and agreed
" with Holderson that he should have
" possession of and occupy the east
" half of the lot." By referring to the
deed, ~~it would be~~ (see last page but
one of abstract) it will be seen that
this statement as amended, reads;
"Hanson sold to John Holderson one half
" of his pre-emption right, and all his
" right and claim to the east half of
" said lot."

Our idea is that there is no such
thing as separating the title from
the property, and that the selling
of a particular part of the property

is the selling of an equivalent portion
of the right of preemption.

Our proof ~~showed~~ showed that
Mr. Hodgeson bought 29 feet only,
and we reduced our claim to
that quantity.

Mr. Farwell objects that Hodgeson
could not buy into a pre-
emption right; in effect, that
it is not property, but merely a
privilege to buy. The best defini-
tion we have seen, of this right,
~~that we have seen~~ has received the
full concurrence of this court is
contained in the paragraph on p.
492. 4 Gilmer, to which we would
especially ask the attention of the
Court. Nor is there a word in any case
that has been reported in this State or
in the Supreme Court of the United States
that makes it less distinctly property
than is here declared.

See also in 12 Ill. 505, 509, now in 13th
Ill. 744 was there any such question
as is here presented. In Brauer's
case, the Trustee objected that the right
was personal, ~~to the~~ and conferred to the

person who made the improvements. The Court decided that it was not, but that it was a right which passed by sale like other property. In Thompson's case, the question was whether one who went in as a tenant of the State on lands reserved for canal purposes, was a settler within the meaning of the law, and it was held that he was not.

If there were a controversy between the Trustees and William, those authorities would be applicable, as defining the nature of the right, but in a contest between two settlers, they have no application whatever, except as they, (particularly Brinard's case) show that it is property which can be sold like other property, and hence supports our case.

It is not the building of a house that gives the right. Suppose the house burns down, the right would not be lost. Goldson bought 29 feet of the lot and put his home on it after the preemption law took effect. Suppose he had been a purchaser under execution

of that part (which he might have been) could there be a doubt of his right to participate in the purchase from the Government, or from the Trustees?

We insist, ~~that~~ since Illinois has been sailing under the "Squatter's Title" flag until we are nearly through, that a new system is not now to be introduced, and all the decisions of this Court reversed merely to help Mr. Williams out with his speculation.

The only other ^{as to the law of the case,} point we think it necessary to notice, is, that we lost our right, as the appellant insists, by omitting to assert it at the proper time.

In the first place, the law limited no time within which it was to be asserted. Mr. Justice Catron, in his opinion in *Braunard v. The Trustees*, very properly remarks ^{that the Trustees} might offer the property for sale and in that way the preemptor would be hastened into purchasing, or lose his right. But

There is no pretense that this property was ever offered for sale, Not a step did they take that threatened pre-emption in the slightest degree. Mr. Prescott's vague and indefinite testimony that some kind of a notice was at some time given, but what or when, is left wholly uncertain, that pre-emptors should ~~have~~ come forward and prove their claims.

But William, or those from whom he ~~first~~ derived his title did nothing under this notice. They examined Mr. Kedzie, (abstract, p. 12) who testifies that he was Mrs. Anderson's attorney to prove up the claim, and he does not pretend that he appeared before Prescott, or any body else, pursuant to such notice. In fact, the record shows, (and we regret that the abstract is so defective that we cannot refer to it, that from February 1854 to June 1855, Mr. Kedzie or some body else was getting up ex parte affidavits to prove this claim. But there is one thing

purchase the land from the Trustees,
Come, go along, and buy you share
29/80ths. Instead of doing so
he goes off by himself, and buys
the whole, and after, as he thinks,
he has got a sure thing of it, he
then comes for the first time and
attempts to turn us out. There
is not a shadow of evidence that
the complainant had a suspicion
until he had done it, nor even
afterwards, unless it should be
inferred that her mother told
her, that Williams & Kedzie had
been there, Well, suppose they
were "flustered" and alarmed
then, and suppose the old lady
without the complainant's know-
ledge, and then promise to move
out, is that to overturn this
manifest equity?

As to the fact of purchase by Hol-
derson, we have already seen. There
is no such thing as separating the
title from the property. Demson

understood he was selling all he had in it, be it much or little, he could not, ~~probably~~, sell the property, retaining his preemption. He might have leased it, but a sale carried all there was, The intention to do so, was manifested by the conduct of the parties, too clearly to leave that matter in doubt, If the fact of ^{reserving nothing} sale, _{payment} of the money, fencing off the ground, building a house on it, and 14 years unquestioned possession be not evidence of a sale of all the vendor had in the land, we do not know what would be,

Guthrie, Brown & Roberts,
atys for appellee,

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Margaret Green

vs }
}

John M. Williams

Additional arguments
for appellee

Wooten, Thomas & Roberts

SUPREME COURT OF ILLINOIS.

APRIL TERM, A. D. 1860.

THIRD GRAND DIVISION.

JOHN M. WILLIAMS }
vs. } *In Chancery.*
MARGARET CREAN. }

APPELLANT'S POINTS.

The following is a statement of the facts in this case:

In the year 1842, one Jeremiah Sullivan owned and occupied a house situated on Lot 1, in Block 7, original Town of Chicago, which lot was owned by the Trustees of the Illinois and Michigan Canal; and some time during that year Sullivan sold out to Canute Hanson, who took possession. It does not appear that the lot was enclosed or that there were any improvements upon it except this house.

In the fall of 1843, or spring of 1844, Hanson, in consideration of five dollars paid unto him by John Holderson, allowed Holderson to take possession of the east 29 feet of the lot, and to put a house thereon, and they, not long afterwards, put up a fence along the west line of this east 29 feet.

It also appears, from the testimony of three of the complainant's witnesses, that Hanson did not know that he had any pre-emption right. (See the depositions of Hanson, Holderson and Stone.) When he purchased of Sullivan no pre-emption right existed, for the law giving such right had not then been enacted.

Holderson in answer to the question, "What right did he (Hanson) sell you?" says, "He said I should have it" (the east 29 feet) "the same way he got it, and the same privilege he got." (See Holderson's dep. Int'y 27th.)

Holderson lived in his house until the spring of 1851, when he sold out to complainant, and she took possession. As to *what* he pretended to sell to her, there is some conflict in the testimony. Holderson says he sold her the house for forty dollars and gave her what fence he had, (about 24 feet,) and told her he would have no trouble about the lot, and that the house could remain as long as it might, as for him. He says that before he sold to her he had made inquiries and had become satisfied that he had no pre-emption right, and sold for that reason. He says the house was cheap at forty dollars; that he at first asked her sixty dollars for it, and that she said she would give that if the house could remain. Some of the complainant's witnesses who were present at the time when she bought of Holderson, say that he stated that he had an interest in the land, and that when it should come to sale she would get it at the valuation, and that Holderson sold her all the right and interest he had in the land.

Immediately after the purchase she and her mother and family moved into the house. The fence was kept in repair for about two years, to wit, until some time in 1853. Since then there has been no fence, but only some stubs or ends of posts in the ground; and there have also been some other shanties, besides the one occupied by the Crane family, on this east 29 feet.

In 1845, Hanson sold his old house (which was the only improvement on the lot Dec. 1st, 1842, the time mentioned in the pre-emption law) unto Salverson; in 1846 Salverson sold to Asleckson; in 1848 Asleckson sold to Knud Anderson, who died in 1850, leaving a widow and children.

In 1854 the defendant, John M. Williams, bought this old house and the pre-emption right of the Anderson family to the lot, paying them therefor the sum of eleven hundred dollars, and agreeing to pay to the Canal Trustees the appraised value of the whole lot, (\$1800,) and when he should get a deed from them to deed unto the Andersons the east 20 feet of the lot, the effect of which agreement was that he was to pay two thousand and nine hundred dollars for the west sixty feet of the lot.

Williams proceeded pursuant to the statute and the practice and requirements of the Trustees and proved up his claim and obtained a certificate July 4th, 1855.

Within a few weeks afterwards Williams called on the persons occupying the shanties and notified them that he had purchased, and requested them to move from the lot. He called at the house occupied by the Crane family and saw the mother of the complainant; she promised to leave, and made no objections to doing so, and did not pretend that she or her daughter had any right to the land. After waiting until Nov., 1855, Williams commenced his ejectment suit to get possession; soon afterwards the Crane family removed to the opposite side of the street and remained there for more than a year, and the house seemed to have been abandoned, but it is proved by the complainants witnesses that during this time the door was fastened and that some articles of furniture remained in the house.

On the 15th of May, 1858, the complainant offered to pay or secure the payment of one-half of the eighteen hundred dollars and interest, and claimed one half of the lot. Williams declined to comply with her request and she finally filed her bill of complaint.

I.

The complainant never had any pre-emption right to the east 29 feet of the lot, because,

1st. Hansen never sold to Holderson any such right. Hansen did not know that he had a pre-emption right to the lot. He supposed he had only the possessory right which he obtained from Sullivan, and he only professed to let Hansen "have it just as he got it, the same privilege he got," which privilege was nothing but a squatter's privilege, a right to occupy until dispossessed by the rightful owner. Suppose Hansen, after purchasing from Sullivan, had by inheritance become seized of the perfect legal title to the lot, but was ignorant of it, and had then sold to Holderson in the manner he did, would Holderson in such case have received the aid of a Court of Equity to give him what Hansen never intended he should have?

2d. The right to purchase at the appraised value is given only to the owner of improvements made before December 1st, 1842.

Scates Statutes, vol. 2 p. 920, Sec. 13 & p. 924, Sec. 2.

The only "improvements" on this lot was the house occupied by Hansen. He did not sell this house nor any interest in it to Holderson. Williams afterwards became the sole owner and possessor of this house, and thereby became entitled to the benefit of the statute. This right to

purchase cannot be severed from the ownership of the improvements upon which the right is founded. The only object of the statute is to secure to the settler the benefit of his improvements, and not to enable him to purchase the land at less than its real value. Suppose this old house had been removed from the lot or had been entirely destroyed by fire before the lot was appraised by the Canal Trustees; or suppose the house to remain, but to have been abandoned, or that the owner was not a "settler;" where in such case would be the right to purchase? The right does not exist, unless there is an "owner" and "settler" to claim such right.

Granger vs. Trustees of Ill. & Mich. Canal, 13 Ill. 744,

II.

If the complainant ever had any right to the land, she lost it through her neglect to prove up her claim and pay the appraised value.

For the purpose of this argument we may admit all that can be claimed by the counsel for the complainant, as to the intention of the parties when Hansen sold to Holderson, and when Holderson sold to the complainant. We will go even further, and suppose Hansen had by deed quit claimed the east twenty-nine feet to Holderson, and Holderson had quit claimed to complainant, and that by virtue thereof she had a right to purchase on paying her proportionate share of the appraised value of the lot. What then? We find she did not avail herself of the privilege given by the statute. She does not make known her claim, nor insist upon her right, nor perform on her part by paying the money. She remains silent while another purchases, and almost three years elapse before we hear a word from her. This privilege, like any other privilege, must be improved in order to be of any value. She has a right to travel by railroad, but not without she pays her fare. She has a right to take an unoccupied seat in the cars, but she must not stand by and see Williams pay his fare and take a seat and then when she finds the other seats are all occupied and the train has started, offer to pay her fare and attempt to oust him from his seat. Her rights and privileges have their accompanying duties, and in order to secure the former she must perform the latter.

The opinion of the Court in *Phelps vs. Kellogg*, 15 Ill. 131, settles this question. In that case it appears that Bogardus had a pre-emption right under the U. S. laws. He conveyed by quit claim deed to Underhill. When the time to purchase came, Bogardus entered the land in his own name, with money furnished by Underhill, obtained his patent, and then sought to eject Underhill. The Court held that the action would lie, and

Underhill's remedy was in equity, and that he had a remedy there, not by reason of any rights acquired by virtue of the quit claim deed, but by reason of his having advanced the purchase money with which the land was entered. In that case the Court say, (p. 136,) "It may, perhaps, be "that a trust resulted in favor of Underhill by the payment of the purchase money. If so, he and those claiming under him, must seek relief in a Court of Equity. It is only in equity that it can be enforced "against the legal estate. *The trust results from the payment of the money "and not because of the prior conveyance.* The deed only professed to "release the present interest of Bogardus in the land, and as he had not "at the time either the legal or the equitable estate, Bogardus had, at "most, only the right to purchase the land within a specified time, at a "certain price, and a license to occupy the same until the termination of "that right."

III.

It is evident that the complainant came into Court, not for the purpose of having any wrong redressed, but for purposes of speculation.

An examination of the evidence will show that this statement is warranted. To say the least, it is extremely doubtful whether she ever bought anything but the house. Holderson swears that he sold her nothing but the house, and his evidence has all the marks of truth. If she thought she had an interest in the lot, why did she not keep up the fence? Why did she permit other shanties to be built on the east part of the lot? Why did she not make known her claim to the Canal Trustees? Why did she maintain an unbroken silence from the time of her purchase in 1851 to the time of the tender in May, 1858? for let it be borne in mind that there is not a particle of evidence to show that she, during that seven years, ever said or did anything which indicated that she claimed a preemption. Why did the mother promise to remove from the lot when Williams notified her of his purchase? Why did the family remove and leave the house unoccupied for more than a year after the ejectment suit was commenced? Why did she wait until Williams had paid three-fourths of the purchase money before she makes known her claim? There is but one satisfactory answer to these questions. The pretended claim is all an after thought of hers, or of some friend of hers. The land has become valuable and she wants it. She is no longer a mere squatter with a shanty worth forty dollars, but she is a pre-emptor who has been badly treated!

There is another singular circumstance which gives character to this woman's pretensions. If she ever purchased *any thing* but the house,

she ought to be able to tell *what*. That fact must have been peculiarly within her own knowledge, and it did not require the aid of courts or witnesses or lawyers to tell her what she purchased. The first time she opens her mouth on the subject, to wit, in May, 1858, she claims to have purchased half of the preemption right to the whole lot, and her bill of complaint alleges the same thing; and not until the hearing, April 17, 1860, does she ascertain and insist that she purchased the east 29 feet of the lot. This goes to show that her grievance is simulated and not real, and that this suit is a mere speculation.

It is evident that the *Andersons* never supposed that the complainant made any claim to the east 29 feet of the lot, for by the terms of the sale to Williams, he was to convey to them the east 20 feet when he should get his deed from the Trustees. *Williams* had no room to suspect that the complainant had any claim there. He ascertained that the house owned by the *Andersons* was the only house that was upon the lot Dec 1st, 1842, and although there were half a dozen other shanties on the lot including this one in which the Crane family resided, yet there were no inclosures, and nothing to lead him to suspect that any of the occupants were anything more than squatters.

If after Williams' purchase he held the east 29 feet in common with the complainant, then there were reciprocal rights as to this property, and he could have compelled her to pay her proportionate share of the sum paid by him to the Canal Trustees and take a deed of her part of the lot. Suppose the lot had depreciated in value and proved not to be worth the \$1,800 and he had endeavored to compel her to pay her share, what would she have said then? She would have known nothing about it. She would have said: "I was under no obligation to buy of the Trustees. I had the *privilege* of purchasing, but I did not choose to avail myself of it. You bought without objection from me, and you may pay without help from me."

In conclusion we will merely refer the Court to *Follonsbe vs. Kilbreth*, 17 Ill., 522, which is a case in point to show that this complainant, if she ever had any right to call on Williams to convey to her, has waived and forfeited that right by her long silence, and by permitting Williams to go on and make the payments to the Trustees.

FARWELL, SMITH & THOMAS,
Att'ys for Appellant.

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Court

W. Williams
vs Appellant

Margaret Crease
Appellee

~~Appellants Points~~

Lanell Smith & Thomas
Solicitors for Appellant

Filed May 10. 1860
L. Deland
Clerk

SUPREME COURT

APRIL TERM, A. D. 1860.

THIRD GRAND DIVISION.

JOHN M. WILLIAMS }
vs. } *Appeal from Cook County Circuit.*
MARGARET CREAN. } IN CHANCERY.

ABSTRACT OF THE RECORD.

1 On the 20th day of October, A. D. 1859, Margaret Crean, the above
2 named defendant, filed her bill of complaint against the said John M.
3 Williams, in which she alleges that before the year 1842, one Jeremiah
Sullivan was in possession of certain "Canal Lands," to wit: Lot 6 in
Block 7, original Town of Chicago, and had a house on the west half of
the lot, that he resided in the house and occupied the lot until he sold
the same to Canute Hansen, some time in 1842, who took possession, and
in October, 1843, Hansen sold to John Holderson one half of his right of
preemption, and agreed with Holderson that he should have possession
of and occupy the east half of the lot, that accordingly Holderson took
possession of the east half of the lot, and enclosed and improved and oc-
cupied the same until January, 1851, when he sold to the complainant
his interest in the lot and the improvements upon the east half of the lot,
of which east half and the improvements thereon the complainant has
been in the exclusive possession ever since.

That in April, 1843, Hansen sold his remaining interest in the lot
to A. Solverson, and delivered him possession of the west half of the lot,
with the improvements thereon, that in March, 1846, Solverson sold
to Aslackton, that in March, 1848, Aslackton sold to Knud Anderson;
that in June the said John M. Williams bought all the right and interest
of the widow and heirs of the said Knud Anderson.

5 The bill further states that on the 4th July, 1855, Williams applied
 to the canal trustees for leave to purchase said lot as a pre-emptioner and
 falsely and fraudulently represented that he had a pre-emption right to the
 whole lot, and produced in support certain ex parte affidavits, which made
 no mention of the house erected on the east half by Holderson, or that
 any part of said lot had been occupied by Holderson or by the complain-
 6 ant; that by means of such affidavits Williams induced the Trustees to
 allow him a pre-emption claim to the whole lot, upon payment of the ap-
 praised value thereof, to wit: eighteen hundred dollars, payable one-fourth
 down, balance in one, two and three years, with interest at six per cent.
 in advance, and the Trustees gave him a certificate for the same.

7 That from the time Holderson bought of Hansen until the purchase
 by Williams, Holderson and complainant had the exclusive possession
 and occupation of the East half of the Lot: that Williams purchased with
 full notice of the rights of the complainant, and in fraud thereof and
 without her knowledge, and that as to one-half of said lot, he holds the
 same in trust for the complainant: that Williams has brought an action
 of ejectment to turn the complainant out of possession, and will succeed
 unless restrained by injunction:

8 The bill further states that the complainant, presuming that Williams
 might have made the payments to the Trustees according to the terms of
 the purchase, on the 15th day of May, 1858, tendered to him \$850, and
 demanded an assignment of one-half of the certificate, or that he allow
 her in some form the benefit of her equitable right in said pre-emption,
 and in the said one-half of said Lot, and offered to give security for the
 9 payment of the remaining one-fourth of the purchase price when due,
 but Williams refused to receive the money or comply with such request.

10 Prayer of the bill, that Williams may answer, but not on oath, that
 he may be restrained from prosecuting his ejectment suit, and from ob-
 taining or receiving from the Trustees a deed of the portion of the Lot
 claimed by the complainant, and for such other and further relief, &c.

12 The answer of Williams *admits* that Sullivan was in possession of
 the Lot—had a house on it before and up to some time in 1842, when he
 sold to Hansen, who took possession: *denies* that Hansen sold to Hol-
 derson one-half of Hansen's right of pre-emption to the Lot, *denies* that
 Hansen agreed that Holderson should have possession of or occupy the
 East half of the Lot, *denies* that Holderson or complainant at any time
 possessed or occupied the East half of the Lot: *admits* that Holderson
 13 some time in 1844 put a small house on the North-East corner of the
 Lot, but claims that he was either a trespasser or was acting upon the
 parol license of Hansen: *admits* that Hansen sold to Solverson his right

and interest in the Lot and his improvements thereon, and gave him possession thereof, and that Solverson sold to Aslackson, and that Aslackson sold to Knud Anderson, and that the widow and heirs of Anderson sold to Williams, and claims that such purchase and possession embraced the whole Lot: *admits* that he applied to the Canal Trustees to purchase as a pre-emptioner, and that in the affidavits presented to them no notice was taken of the complainant, because he had been informed and believed that she made no claim, and would remove from the Lot whenever requested to do so: *states* that at the time he purchased from the widow and heirs of Anderson, the Lot was unenclosed, and there were situate upon it, beside the houses and out buildings occupied by the widow and children of Anderson, the house claimed by the complainant and several other small houses; but that neither the complainant nor any of the occupants of the other houses made any claim to any pre-emption right: that when the lot was sold to him by the Trustees, the complainant made no claim to the Lot or to any portion thereof, nor offered to pay any portion of the purchase money, nor made any objection to Williams purchasing the whole Lot: that after he purchased from the Trustees, and before he had made all the payments, he notified the complainant that he had made the purchase and should require her to remove from the Lot, and she made no claim to any portion of the Lot, but promised to remove: that he, relying upon such promise, delayed commencing any proceedings to eject her; but at length, finding that her house was not vacated nor removed, he commenced the suit in ejectment, and obtained a judgment by default; and not until after such judgment was obtained did she set up any claim to any part of the Lot.

The answer also sets up the Statute of Frauds: also that Def't purchased the pre-emption right of the widow and heirs of Anderson, and paid for the same, without any knowledge of the alleged claim of the complainant: that complainant knew defendant was making claim before the Trustees for the whole of the Lot, yet she kept silent, and neither objected to the claim of defendant nor made any claim of her own; and defendant therefore insists that she is now estopped from setting up her pretended claim: that defendant has paid the whole purchase price, and not until such payment did complainant come forward to make any claim or to offer to pay any portion of the purchase money; and defendant therefore insists that if complainant ever had any right to the land, she has lost it by reason of neglect and delay; that if complainant ever had any such right, she should have presented it before the sale by the Trustees: that either she did not present it to them, or if she did they rejected it, and that in either case she is precluded from further urging her claim.

To the answer the complainant put in a general replication.

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The complainant read the deposition of John Holderson, which is as follows :

John Holderson being of lawful age, duly sworn and deposed as follows, to wit:

1st. State your name, your age, residence and occupation.

Ans. John Holderson is my name, my age is forty-nine years, I live in Chicago, State of Illinois, and am a carpenter.

2d. State whether you know the lot in controversy in this suit, being lot No. 6 in Block No. 7 in the original town of Chicago.

Ans. Yes, I was.

3d. State whether you ever lived on a part of it, and on which part of it?

Ans. I did; I lived on the East part of it.

4th. During what time did you live on the East part of it?

Ans. I commenced in 1844, and lived there seven years.

5th. Who occupied that portion of the lot immediately preceding you?

Ans. Canute Hansen did.

6th. Was he the father of Edward K. Hansen, just been sworn?

Ans. He was.

7th. From whom did you derive your right to the East part of said lot?

Ans. Of Canute Hansen.

8th. Did you give him any thing for it? if so, how much?

Ans. I gave him five dollars.

9th. Did you live in that house and on the East part of that lot after you gave five dollars?

Ans. I did.

10th. State whether Canute Hansen interfered with you living there, and prevented you exercising the rights of ownership?

Ans. He did not.

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11th. Was the house which you lived in, on it at the time you paid him five dollars ?

Ans. I could not say that very well.

12th. Who put the house there ?

Ans. I moved the house there from the other side of the street.

13th. Whose house was it ?

Ans. Mine.

14th. Was there a fence between your house and Hansen's ?

Ans. Sometimes, and sometimes not.

15th. Who put the fence there ?

Ans. I put part of it, and he put part of it.

16th. When was it put there—how soon after the bargain between you and him ?

Ans. I could not say that very well.

17th. State as nearly as you can.

Ans. I can't tell when it was put there, precisely.

18th. What time of the year was it you paid him the five dollars ?

Ans. In the spring.

19th. Was the fence put up during the same year ?

Ans. I could not say that.

20th. How long did the fence continue up ?

Ans. Sometimes we had a fence, and sometimes not.

21st. State whether at the time you purchased from Hansen, you and he staked off the quantity you were to have.

Ans. In the last of April or first of May.

22d. Who staked it off ?

Ans. Hansen and I was together, staked it off.

23d. How much was staked off ?

Ans. I could not say exactly how much front was staked off.

24th. How much depth did you get ?

Ans. I got the length of the lot.

25th. Did Mr. Hansen reserve to himself any right to the portion which you got?

Ans. No, I guess not.

26th. After you purchased from him, had you the same right in yours that he had in his? [This question is objected to.]

Ans. I believe I had.

27th. What right did he sell to you? [Objected to.]

Ans. He said I should have it the same way he got it, and the same privilege he got.

28th. What did you do with this property?

Ans. I put my house upon it; sometimes I planted in it potatoes, sometimes nothing.

29th. You say you lived upon it seven years; what did you do with it at the end of that time?

Ans. I moved from it, and sold the house.

30th. Who did you sell it to?

Ans. To Margaret Crane.

31st. When you sold to Margaret Crane, did you keep back any right in the house or lot?

Ans. I guess not.

32d. Did you sell her all the right you got from Hansen, or less than all the right? [Objected to.]

Ans. I sold all my house to Margaret Crane. I said I would have no trouble about the lot.

33d. Did Margaret Crane pay you anything for the purchase? and if so, how much?

Ans. She paid me forty dollars for the house, and I gave her a little fence along the side of the house.

34th. Did you continue to live on the lot when you sold to her, or did you remove off?

Ans. I moved off the same day I got the money for the house.

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35th. Who did you leave in possession of the portion of the lot in question?

Ans. Margaret Crane got the house, and the house was on the lot.

36th. Who moved into the house?

Ans. Margaret Crane got the house and got the key.

37th. Was there any writing given by you to Margaret Crane at the time she paid you the forty dollars?

Ans. No, I don't give her any.

38th. Did she ask you to sign any writing?

Ans. Yes, she asked me.

39th. Did she offer you a writing to sign? was there a writing drawn up?

Ans. She did; there was.

40th. Why did you not sign it?

Ans. I refused to.

41st. Why did you refuse to?

Ans. I could not understand it very well.

42d. Did you not state at the time that you would not sign the paper, because you had got no writing from Mr. Hansen? [Objected to.]

Ans. I don't think of that; I could not remember that.

43d. Where was the forty dollars paid? where were you at the time?

Ans. Right in the house Margaret Crane bought.

44th. How long was she to keep the house upon the lot? [Objected to.]

Ans. The house could stay on as long as it might, as for me.

45th. Did you ever move back to that part of the lot?

Ans. No, sir.

46th. Did you ever make any use of that portion of the lot afterwards?

Ans. No, sir.

47th. Did Margaret Crane occupy the whole of the ground staked out by you and Hansen?

Ans. I don't know.

48th. If she did not, who did? [Objected.]

Ans. I don't know. I saw some shanties there—don't know whether Margaret Crane occupied the lot.

49th. You speak of having sold her some fence at the time you sold the house; where was the fence standing?

Ans. *Between this house and Hansen's house. I sold the house and gave the fence to her.*

CROSS EXAMINATION.

1st *Cross Int.* Did you get any writing from Hansen?

Ans. No, sir.

2d. Was there anything said between yourself and Hansen about there being any pre-emption right?

Ans. No, sir.

3d. At the time you got permission from Hansen to move your house on to the east side of the lot did Hansen pretend to you that he had any right to the lot?

Ans. No. He said he wanted to give me the lot the same way he got it himself.

4th. What was the house worth that you sold to Margaret Crane?

Ans. I don't know. I sold the house for forty dollars. I think it was cheap enough.

5th. Before you sold her the house, had you made inquiry to ascertain whether you had any right to that part of the lot which you occupied? [Objected to.]

Ans. Yes, sir.

6th. Had you become satisfied that you had not any right to the land? [Objected to.]

Ans. Yes; so I understood; I had no right to the land. [Objected to.]

7th. Why did you sell the house? [Objected to.]

Ans. I wanted to move on the West Side. [Objected to.]

8th. Had you been informed that you would have to remove the house from the lot before a great while? [Objected to.]

Ans. Somebody was talking about it; I had no written notice of it.

9th. If you had supposed you had a right to the land, would you have sold the house for \$40.00? [Objected to.]

Ans. I guess not. [Objected to.]

10th. At the time you sold the house, did they want you to agree or warrant that the sills were such that the house could be moved?

Ans. Yes, sir.

11th. What did you say to this?

Ans. I said they had to look around the house and look on the sill.

12th. With whom did you make the trade, or have the talk?

Ans. With Margaret Crane. I think Maurice Crane and James O'Connor were there.

13th. How much did you ask for the house in the first place?

Ans. Sixty dollars.

14th. Did they give any reason why they would not give so much as that?

Ans. If the house could stand there they could give that, if it was not they could not give it.

15th. How much of this fence you gave her, was there?

Ans. All I own, 20 or 24 feet, I can't say exactly.

JOHN HOLDERSON.

The complainant also read the depositions of other witnesses, from which it appears that the fence built by Holderson was 29 feet from the east line of the lot, and was kept in repair until some time in 1853; that the mother and brothers of the complainant occupied the house, the complainant also living with them a part of the time, from the time of the purchase from Holderson until the present time, except that soon after Williams commenced the ejection suit the family removed from the house, and no person lived therein until more than a year afterwards, when they returned. The complainants witnesses also say, that during this time when the Crean family were living elsewhere, the house was not abandoned, but was kept locked, and that they left some articles of furniture, &c., remaining therein. Some of the complainants witnesses who were present at the time when complainant bought of Holderson, in

1851, say that Holderson said he had an interest in the land and that when it should come to sale complainant would get it at the valuation, and that Holderson sold her all the right and interest he had in the land. It also appears from testimony offered by the complainant, that Hanson is dead, and that when he lived on the lot he did not know that he had any preemption right to it.

DEFENDANT'S EVIDENCE.

Eli S. Prescott's Deposition :

1. What is your name, age, occupation and residence, and are you acquainted with the parties to this suit, or either of them?

A. My name is Eli S. Prescott. I am 48 years of age. I am in no particular business. I reside in Portsmouth, New Hampshire. I am not acquainted with the comp't in this suit. I know the defendant.

2. Have you had anything to do with the canal lands of the Board of Trustees of the Ills. and Mich. Canal, as agent or otherwise? State what your relation has been to the Board.

A. I have had charge of the canal lands as an agent of the Board of Trustees, since A. D. 1845, under an appointment of the Board of Trustees of the Ills. and Mich. Canal.

3. Are you acquainted with the parcel of land known as lot No. 6 in block No. 7, in the original Town of Chicago? If so, how long have you known it?

A. I have known the lot of land in question since A. D. 1835.

4. Do you know whether any application was made to the Board of Trustees by any person to be allowed to purchase such lot, or any portion thereof, by virtue of any pre-emption right? If so, state what you know on the subject. (Int. objected to by comp't's sol's.)

A. There was an application made by a Norwegian woman, a Mrs. Anderson, I believe, who claimed by virtue of improvements she claimed to own upon the lots. My impression is that some other claim was made by another person, I think Jeremiah Sullivan. There was a pre-emption allowed to Mrs. Anderson, I think. The papers would show. I have forgotten the particulars; the other claim was not allowed.

5. What was the nature of the other claim of which you have spoken, or upon what ground was the other claim made, or how extensive was it?

A. When the question of pre-emption claims was up, Sullivan spoke to me about his claim. (It was lot 5 or 6, I am not certain which,

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I am pretty sure it was lot 6.) I requested him to make a written statement of his claim, and he did so. I don't remember whether he made it under oath or not; I think it likely enough he did, as that was the custom, and he made out his claim, and submitted it, and I remember that by his claim or statement he was not entitled to the lot; that he had already disposed of his claim. Sullivan claimed no more than one lot.

6. When and where was it that these claims were made, and during what time were the Board of Trustees hearing and adjudicating upon the claims for pre-emptions in this block.

A. These claims were made all along for two or three years previous to July, A. D. 1855. The claims were in the first instance made to myself, at my office in Chicago, likely at 177 Lake street. The papers were in the first instance filed with me, setting forth the nature of the claim. After the claims had been filed, Col. Joel Manning and myself, by order of the Board, appointed a time at my office in Chicago, when the claimants should come forward with proofs to substantiate their claims. They generally came forward, and the testimony was taken down in writing. At that time I don't remember whether Mr. Sullivan came forward to prove his claim or not. My impression is that we gave notice through the papers to the claimants to come forward and prove their claims. There was ample notice given in some way. The claimants were not heard all at one sitting, but on different days and at different times; sometimes we adjourned to give the parties a chance to produce their evidence. They may have all been heard within one year, perhaps within six months. After the testimony had been all taken, and before the Board took action, the opinion of Judge Theophilus Dickey, of Ottawa, was taken, and the State Trustees, Mr. Roberts and Col. Manning, were also consulted as to who were entitled to pre-emption claims under the proof and the law. The decision was made in writing by these parties, I think, and the Board of Trustees, I think, concurred with them.

7. Was any claim made to this lot or any portion thereof, by the complainant, Margaret Crane, or any one in her behalf?

A. I don't remember that there was, there might have been. I have no remembrance of this Margaret Crane. There were many claimants to different lots.

8. Did any person claim a portion or any undivided share or interest in the lot?

A. I have no remembrance of anything of that kind—I think not.

9. What was the practice of the board in allowing claims and issuing certificates, when there were different claimants, claiming not the

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whole of the lot separately, but a portion or undivided share or interest in the lot?

A. They followed the general government plan, they issued the certificate jointly, to all the claimants entitled to pre-emptions under their decision.

The answer foregoing objected to by complainant's solicitor, Mr. Gookins, as being irrelevant and secondary, and cross-ex. waived.

E. S. PRESCOTT.

Sworn to and subscribed before me, this 2d day of December, 1858.

L. C. PAINE FREER,
Master in Chancery, Cook Co.

J. H. Kedzie testified that he had known the lot in question ten years, during which time there had been situate thereon Mrs. Anderson's house and the Crean house, and also, until the purchase by Williams, some seven or eight shanties; that when he first knew the lot there was a fence between the Crean house and the Anderson house, but that there had been none of late years, but only a row of stubs or ends of posts; that he acted as attorney for the Andersons; that they sold out their preemption right to Williams, he paying them therefor eleven hundred dollars, and also, paying afterwards to the Canal Trustees eighteen hundred dollars, and also, agreeing to give the Andersons the east quarter of the lot, free of all charge; that previous to the commencement of the ejectment suit by Williams, and some time in the summer or fall of 1855, they called on the occupants of the different houses and notified them to vacate the premises; that they saw Mrs. Crane, the mother of the complainant, who promised that they would remove within a week or ten days; that they did not remove and the ejectment suit was commenced in November, 1855, and shortly after that the Cranes removed to the opposite side of the street, and the house remained unoccupied for some time.

On the hearing the complainant amended her bill in the particulars mentioned in the decree, which decree was as follows:

MARGARET CRANE }
 vs. } *In Chancery.*
JOHN. M. WILLIAMS. }

Comes now the complainant, by Messrs. Gookins, Thomas & Roberts, her solicitors, and the defendant, by Messrs. Farwell, Smith & Thomas, his counsel, and this cause is now set down for hearing upon the bill, answer, replication and proof, and whereupon, it is on motion of the complainant ordered, that she have leave to amend her bill to

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make it conform to the case proved, by inserting in said bill, after the word preemption, where it occurs in the fourteenth line of the second page of said bill, the words "and all his right and claim to east half of said lot," and also, by so amending her bill as to claim only twenty-nine feet in width, extending through the whole depth, to be taken off the east side of said lot number six in said bill mentioned, which amendment the said complainant now files, to which order allowing the said amendment and the filing thereof, the said defendant at the time thereof by counsel excepts, and the Court being sufficiently advised of and concerning the premises. It is thereupon ordered, adjudged and decreed, by the Court now here, that the equity of the case is with the complainant, and that she is entitled, as against the said defendant, to twenty-nine feet of ground in width, and extending through the whole depth, to be taken off the east side of lot number six, in block number seven, in the original Town of Chicago, said County of Cook, in the complainant's bill mentioned, upon the payment by her to the said defendant, of the proportion of purchase money paid by the said defendant to the Board of Trustees of the Illinois and Michigan Canal, which the said twenty-nine feet bears to the whole value of the said lot, without improvements, and it is further ordered, adjudged and decreed, that the said defendant execute and acknowledge a deed of conveyance of the said twenty-nine feet of said lot, conveying the same to the said Margaret Crane, by such title as will transmit to the said Margaret Crane, all the right, title and interest of the said defendant in and to the same, held by him under his purchase and certificate from the Board of Trustees of the Illinois and Michigan Canal, and all the right, title and interest in and to the same which he may acquire by any conveyance of the said lot to him, by the said Board of Trustees of the Illinois and Michigan Canal, and that within twenty days from the date of this decree he deposit such deed with the Clerk of the Court, to be delivered to the said complainant, upon the performance of the part of this decree to be performed by her. And it is further ordered, adjudged and decreed, that the said complainant, within twenty days from the date of this decree, pay unto the office of the Clerk of this Court, for the use of the said defendant, the sum of eight hundred and forty-four dollars, being the proportion of the purchase money of the said lot, paid by the said defendant to the Board of Trustees of the Illinois and Michigan Canal, with interest thereon, from the time of payment by him to the fifth day of May next, which the said twenty-nine feet bear to the whole width of said lot, to wit, eighty feet, to be paid to the said defendant upon the execution and delivery of such deed from the said defendant to the said complainant.

And it is further ordered, adjudged and decreed, that until the said fifth day of May next, the said defendant be enjoined and restrained from prosecuting his action of ejectment against the said complainant in the said complainant's bill mentioned, and upon the payment of the said

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money by the said complainant, and the execution of the said deed by the said defendant, the said defendant be perpetually enjoined and restrained from prosecuting the said action of ejectment, and from setting up any claim or title to the said twenty-nine feet of ground, in width, off the east side of the said lot number six, by virtue of any title or claim derived from his purchase aforesaid from the Board of Trustees of the Illinois and Michigan Canal.

And it is further ordered, adjudged and decreed that the said complainant recover against the said defendant her costs and charges in this behalf expended.

And it is further ordered and decreed that in case the complainant shall fail to pay the said sum of (\$844) Eight Hundred and Forty-four Dollars within the twenty days above mentioned, then the complainant's bill be dismissed with costs.

And the defendant prays an appeal to the Supreme Court, which is granted upon his executing a bond in the penalty of one hundred dollars, with Dwight T. Williams as surety, within ten days.

The defendant appealed, and assigns as error that such decree was not warranted by the law nor by the evidence given, and that the bill of complaint should have been dismissed.

FARWELL, SMITH & THOMAS,
Sol'rs for Appellant.

287-141

Supreme Court

John M. Wallace

of
Margaretta Creek

abstract of Record

Filed April 23. 1880

L. Leland

Clerk

Dorwell Smith

of Ghomerally

for appellants

UNITED STATES OF AMERICA,

STATE OF ILLINOIS, COUNTY OF COOK, SS.

Pleas, before the Honorable George Manierre Judge of the Seventh Judicial Circuit of the State of Illinois, and Sole Presiding Judge of the Circuit Court of Cook County, in the State aforesaid, and at a term thereof begun and held at the Court House in the City of Chicago, in said County, on the Second Monday, (being the twelfth day) of April in the year of our Lord one thousand eight hundred and Sixty and of the Independence of the said United States the Eighty-fourth

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

Charles Haven States Attorney.

John Gray Sheriff of Cook County.

Attest, W. L. Church Clerk.

Be it Remembered that heretofore, to wit, on the 20th day of October, A.D. 1839. Margaret Crane, Complainant, by her Solicitors, Messrs. Goskins, Thomas and Roberts, filed in the Court aforesaid, her certain Bill of Complaint, in words and figures following to wit-

Bill of Complaint-

State of Illinois }
Cook County } ss.

To the Honorable, the Judge of the Cook Circuit Court, in Chancery sitting-
Sheweth unto your Honor, our Petitioner Margaret Crane that before the year 1842. one Jeremiah Sullivan was in possession of that certain lot or parcel of land designated and known as Lot number six, in Block number seven, in the original Town of Chicago, which lot was of the kind and description of land

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known as "Canal Lands". That the said Jeremiah Sullivan had a house erected on the west half of said lot, but was in the actual possession and occupancy of the whole of said lot, and continued to reside in his house on said lot until the taking effect of the acts of February 21st and March 4th 1843. concerning the said canal and lands, under which he claimed and had, as such occupant, a right by prescription to obtain the legal title to said lot, from the Board of Trustees of the Illinois and Michigan Canal, by the payment of the appraised value thereof, being the sum of Eighteen Hundred dollars.

And your Oratrix states that some time in the year 1842. the said Jeremiah Sullivan sold his house and improvements on the west half of said lot, and his right or claim of prescription in and to the whole of said lot, to one Canute Hansen, otherwise called Knud Hansen, and surrendered and delivered the possession of the said lot to the said Hansen, who entered into and took possession of the said lot, and continued so in possession, claiming the said right of prescription until above the first day of October 1843. when the said Canute Hansen, otherwise called Knud Hansen, sold to one John Holderson, one half of his said right of prescription, and agreed with the said Holderson, that he, the said Holderson should have possession of and occupy the east half of said lot, and in pursuance of the said purchase, and agreement,

3 the said John Holderson, with the consent of the
 21 said Hansen, entered into and took possession of the
 east half of said lot, and erected a dwellinghouse
 and other improvements thereon, and enclosed and
 occupied the same, and had and held the exclu-
 26 sive possession of the said east half of said lot, un-
 til about the first day of January 1851. when the
 said John Holderson, for a valuable consideration fully
 paid by your Oratrix, sold to your Oratrix, all his interest
 in the said lot, and delivered to your Oratrix the ex-
 4. clusive possession of the east half of said lot, with
 the improvements thereon, and your Oratrix, in pur-
 suance of said purchase, entered into and took posses-
 sion of the said east half of said lot, with the con-
 sent of the said John Holderson, and has resided
 upon and retained the exclusive possession thereof
 from that time to the present, and she is still in
 the possession thereof.

And your Oratrix states, that she has been informed
 and believes it to be true, that the said Canute
 Hansen, otherwise called Knud Hansen, after his
 18 said sale, and delivery of the one half interest in
 said lot, to the said John Holderson, and after the
 said John Holderson had taken possession of and
 22 made improvements upon the east half of said
 lot, to wit, about the first day of April, 1848. sold
 his remaining interest in said lot to one A. Salver-
 26 son, and delivered to him the possession of the west

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half of said lot, with his improvements thereon, and the said Salverson, afterwards on or about the first day of March, 1846. sold the interest so purchased by him, to one Isaac Aolackson, and in like manner delivered to the said Isaac Aolackson, the said house and improvements, and the possession of the

6 West half of said lot, And afterwards about the first day of March, 1848. the said Isaac Aolackson sold his interest so acquired in said lot, to one Knud Anderson, and delivered to him the said house and improvements, and the possession of the West
12 half of said lot.

And your Cratrix states that one John M. Williams alleges and pretends that he purchased from the widow and heirs at law of the said Knud Anderson deceased, about the sixth day of June, 1855. all their interest in the said lot, the said Knud Anderson having died before that time, Of the particulars of such purchase, if made, your Cratrix has no knowledge, but your Cratrix states and charges that such purchase, if made at all, embraced only the remaining interest which the said Hansen retained in said
26 lot, after he had sold one half of his entire interest therein, to the said Holderson, as before stated -

And your Cratrix states that on or about the fourth day of July, 1855. the said John M. Williams applied to the Board of Trustees of the Illinois and Michigan Canal, for leave to purchase said lot number six, as a

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preëmptor, and falsely and fraudulently represented to the said Board of Trustees, that he was the owner of a right of preemption by settlement upon, and occupancy of the whole of said lot, and the said John M. Williams, in support of said false and fraudulent claim, produced to the said Board of Trustees, the affidavits of Andrew Nelson, Timothy M. Carthy, Peter Dennison, Halvor Aolackson, Andrew Sheahan, and John H. Redzie, which said affidavits were taken ex parte and were drawn up and dictated by and at the instance of the said John M. Williams, in which said affidavits, or some of them, the erection of a house upon the said lot number six, by the said Jeremiah Sullivan was stated, and also the successive transfers of the said house, as hereinbefore stated, in the making of which affidavits, the fact was carefully excluded and omitted to be stated, that any other house had been erected upon the said lot, or that any part thereof had been occupied by the said Alderson, or by your Oatrix, although the same was well known to the said John M. Williams, and the said John M. Williams, by the use of the said affidavits, or copies of them, induced the said Board of Trustees, to believe that he was the owner of a settlement right by preemption and occupancy, of the whole of said lot, and thereby induced the said Board of Trustees to allow the said claim of the said Williams, and his right to the whole of said lot, upon payment

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of the appraised value aforesaid, and thereupon the said Board of Trustees, at the request of the said John M. Williams, issued and delivered to him a certificate certifying that he had become the purchaser of the said lot, for the sum of Eighteen hundred dollars, one fourth thereof, with interest for one year, at the rate of six per cent per annum, on the remaining three fourths, payable at the time of the said purchase, and the residue payable in one, two and three years, with interest annually in advance, on the deferred payments, at the same rate.

And your Oratrix states that from time to time, and at all times from the time the said John Holderson purchased the said interest in the said lot, from the said Hansen, and took possession of the east half thereof, until the procuring of the said certificate by the said John M. Williams from the said Board of Trustees of the Illinois and Michigan Canal, the said John Holderson, until his said sale to your Oratrix, of his said interest, and your Oratrix, from that time until the obtaining of the said certificate by the said Williams, were in the open, notorious and visible possession and occupancy of the East half of the said lot, claiming the same to the exclusion of the said Canute Hansen, otherwise called Knud Hansen, and all the successive claimants, and occupants aforesaid, of the West half thereof, and the said John M. Williams

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made his said purchase with full notice of the equitable rights of your Oratrix, as aforesaid -
And your Oratrix charges that the said obtaining of the said certificate by the said John M. Williams from the said Board of Trustees of the Illinois and Michigan Canal (which was done without the knowledge of your Oratrix) to be issued to him, the said John M. Williams exclusively, for the whole of said lot, was in fraud of the rights of your Oratrix, and as to her, the claim of said Williams to the whole of said
13 lot, is fraudulent and void, and she alleges and charges that as to one ^{half} thereof, he holds the same in trust for your Oratrix -

And your Oratrix states that the said John M. Williams claiming the whole of said lot, has brought an action of ejectment in this Court, against your Oratrix, which action is still pending in said Court, and the said John M. Williams threatens, and is endeavoring by means of said action, to turn your Oratrix out of possession of the part of said lot so occupied by your Oratrix as aforesaid, that the said John M. Williams has no claim or title to any part of the said lot, except the claim derived by purchase from the said Trustees, in the manner aforesaid, and that relying thereon, he will turn your Oratrix out of possession of her portion of the same, unless restrained from so doing by an injunction or other restraining order of this Honorable Court -

And your Cratrix states that she does not know what payments the said John M. Williams has made upon the said lot to the Board of Trustees of the Illinois and Michigan Canal, further than what is shown by what purports to be a record of the said certificate in the recorder's office of said county, which purports to acknowledge the receipt of four hundred and fifty dollars, being the first payment of one fourth of the assessed value of said lot, and eighty-one dollars, being the interest for one year, on the remaining three fourths of said assessed value. But your Cratrix states that presuming that the said John M. Williams might have made further payments on said land, of so much as had become due according to the terms of the said certificate, she tendered and offered to pay to said John M. Williams, the sum of eight hundred and fifty dollars, being one half of the amount which would have become due and payable, as aforesaid, according to the terms of said certificate, and interest thereon, to the time of said tender, to wit, the fifteenth day of May, 1858. and at the same time, she requested the said John M. Williams to surrender, assign, or otherwise convey to her, the one half of said certificate, or to allow her in some form, the benefit of her equitable right in said preemption, and in the said one half of said lot number six, and your Cratrix, at the same time, informed the said John M. Williams

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that she was ready and willing, and she offered to guarantee to him the payment of the one half of the residue of said purchase money, when the same should become due, if he would comply with her said request, with all which, said John M. Williams wholly refused to comply. And your Oratrix brings here into Court, the said sum of Eight hundred and fifty dollars tendered as aforesaid, and offers the same to the said John M. Williams, if he will comply with her said request.

Your Oratrix further states that the said John M. Williams, disregarding the rights of your Oratrix, in the premises, has endeavored to obtain from the said Board of Trustees of the Illinois and Michigan Canal, a conveyance of the legal title to said lot, but whether he has obtained such conveyance she does not know, and your Oratrix charges that as to the said portion thereof claimed by your Oratrix, in this her bill, he holds the legal title thereto, if he has obtained the same from said trustees, in trust for your Oratrix.

Your Oratrix being remediless by the strict rules of the common law, prays that the said John M. Williams may be made defendant to this, your Oratrix's bill of complaint, that he answer the several matters in this your Oratrix' bill of complaint, stated and charged, as if the same were repeated, and he thereto specifically interrogated

and your Oratrix waives the oath of the said defendant, to such, his answer, and your Oratrix prays that upon a final hearing of this your Oratrix's bill, the said John M. Williams may be enjoined and restrained from prosecuting his said suit, or any suit against your Oratrix, for the recovery of the said one half of said lot, or in any manner disturbing her in her possession and enjoyment thereof, and that she may be quieted in the possession and enjoyment of the same, and that the said John M. Williams may be enjoined and restrained from receiving or obtaining from the said Board of Trustees, a conveyance of so much of said lot as is claimed by your Oratrix, and that until the hearing of this, your Oratrix's bill, the said John M. Williams may be enjoined and restrained from prosecuting his said action of ejectment, for the recovery of so much of said lot as is in the possession of your Oratrix, and that you grant your Oratrix such other and further relief, as shall be consistent with equity and good conscience, and your Oratrix will ever pray—

Gookins, Thomas & Roberts,

Solis. for Compt.

And thereupon afterwards, to wit, on the third day of December, in the year last aforesaid, John M. Williams, Defendant, by Messrs. Farwell, Smith & Thomas, his solicitors, filed in the Court aforesaid

his certain answer to the complainant's said bill of complaint, in said cause, in words and figures following, to wit-

Answer

State of Illinois
Circuit Court for Cook County
In Chancery-

The answer of John M. Williams defendant, to the Bill of Complaint of Margaret Brane, Complainant-

This defendant now and at all times hereafter, saving and reserving to himself all manner of benefit and advantage of exception to the many errors and ⁱⁿ ~~in~~ ~~sufficiencies~~ in the Complainant's Bill of Complaint contained, for answer thereunto, or unto so much or such parts thereof as this defendant is advised is material for him to make answer unto, answers and says-
He admits that before the year 1842. Jeremiah Sullivan was in possession of Lot number six ^{Block} in ~~Lot~~ number seven, in Original Town of Chicago, which lot was of the kind or description of lands known as "Canal Lands," and that the said Sullivan had a house situate upon said lot, and was in the actual possession and occupancy of the whole of said lot, and continued to reside in his said house on said lot, until sometime in the year 1842. when he sold his said house and improvements to Canute Hansen, and surrendered and ^{delivered} the possession of the said

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Lot to the said Hansen

But this defendant denies that the said house was, or at any time has been situate wholly on the West half of said Lot, and he avers that it was built on the central part of said Lot, being partly on the East half of said lot, in which place said house has ever since then remained, and is still standing.

And this defendant further answering, denies that the said Hansen sold to John Holderson, one half of his (Hansens) right of preemption to said Lot, and he denies that said Hansen agreed with said Holderson, that he, the said Holderson should have possession of, or occupy the East half of said Lot - and he denies that the said Holderson, pursuant to any such pretended purchase or agreement, entered into, or took possession of the East half of said Lot, or enclosed or occupied the same, or at any time held the possession of the same -

And this defendant denies that the said Holderson, at any time delivered to the said Complainant, the possession of the East half of said Lot, or of the improvements thereon, and he denies that the Complainant at any time entered into or took possession of the said East half of said Lot, or has resided upon, and has been or still is in the possession of the same.

This defendant further answering, admits that

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the said Holderson sometime in the year 1844 erected or moved upon ^{the} North East corner of said Lot, a small house, but this defendant denies, that he, Holderson, ever purchased, obtained, or in any way had any prescription right to the said Lot, or to any part or portion thereof and this defendant avers that the said Holderson, at the time he erected or moved such houses upon said Lot, was either a trespasser, or was acting merely upon the parol license and permission of the said Holderson. And this defendant further answering admits that the said Hansen sold to Salverson his right and interest in and to said Lot, and delivered un- to said Salverson, the possession of said Lot, and of his, Hansen's buildings and improvements upon the same, and that said Salverson sold the said premises and delivered possession of the same unto Isaac Aslekson, and that the said Aslekson sold the said premises and delivered possession of the same unto Knud Anderson, and that the said defendant purchased the said premises of the widow and heirs of said Knud Anderson, but this defendant denies that such purchase and possession of this defendant extended to only the West half of said Lot, as in said Bill of Complaint is falsely alleged, and this defendant avers that such purchase and possession extended to and embraced the whole

of said Lot.

And this defendant further answering, admits that he applied to the Board of Trustees of the Illinois and Michigan Canal, to purchase the said Lot as a preemptor, and that in support of such application, he presented certain affidavits containing a statement of the facts above set forth, establishing such claim, but this defendant denies that he made any false or fraudulent representations to said Trustees, and that said affidavits, or any of them, were drawn up or dictated by this defendant, or by his direction - and this defendant admits that in such affidavits no mention was made nor notice taken of the said Complainant, or of the house she occupied, and this defendant avers that such omission was not occasioned through any intention or desire to defraud the Complainant, or to conceal from the said Trustees any of the facts, but because this defendant had been informed and believed that the occupants or claimants of the said house, which is now claimed by the Complainant, had not any right or interest in or to said Lot, or any part thereof, and were mere trespassers or squatters, and would remove from said Lot, whenever requested so to do -

And this defendant further answering, says that at the time he purchased his right and interest

in said premises from the heirs of the said Knud Anderson, the said Lot was unenclosed, and there were situate upon it beside the houses and outbuildings occupied by the widow and children of the said Knud Anderson deceased, the said house claimed by the Complainant, and several other small houses or shanties, but neither the Complainant, nor any of the occupants of such other houses claimed to have any right or title in or to said Lot, or any portion thereof, nor did they, or any of them pretend or claim that they or any of them had purchased or obtained from Knud Hansen, or from any one claiming from or under him, any preemption right to the ~~same~~^{said} Lot, or to any part or portion thereof. And this defendant further answering, says that at the time the said Lot was sold to this defendant, by the said Trustees, no claim was made to said Lot, or to any part or portion thereof, before the said Trustees, by or in behalf of the Complainant, nor offer made to pay to said Trustees, or to this defendant, any portion of the purchase money, or interest required to be paid to said Trustees, at the time of such sale, nor was any objection made by the said Complainant, or by any other person, to this defendant's purchasing the whole of said Lot from said Trustees. - That this defendant did on or about the 4th day of July 1854. purchase said

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Lot of said Trustees, for the sum of Eighteen Hundred dollars, and paid at the time the sum of four hundred and fifty dollars of principal; and Eighty-one dollars interest in advance, and gave his three several promissory notes for four hundred and fifty dollars each, due in one, two and three years respectively, for the residue of the purchase money, said notes bearing interest at six per cent per annum, payable annually in advance, and took from said Trustees the certificate required by the statute, showing the terms and conditions of such purchase, as on reference to said certificate, now ready to be produced, will more fully appear that after this, defendant had purchased said Lot of said Trustees, and before he had paid said notes, he notified the Complainant that he had made such purchase, and should require her to remove from the Lot, and the Complainant did not pretend or claim that she had any right or interest in said Lot, or in any part or portion thereof, but said that she would vacate the premises, and give this defendant possession of the same, and this defendant says that he, relying upon such promise of the Complainant, for a long time delayed commencing any suit or proceeding to get the full possession of said premises, but that at length finding that the Complainant's house was not vacated nor removed,

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commenced the suit in ejectment, referred to in the said Bill of complaint, and obtained a judgment by default, and not until after such judgment was obtained, did the said Complainant pretend or claim that she had any right or title in or to said Lot, or any portion thereof. And this defendant further answering says that by the first section of the Forty-fourth Chapter of the Revised Statutes, of the State of Illinois, entitled "Frauds and Perjuries", it is amongst other things enacted that no action shall be brought whereby to charge any person upon any contract for the sale of lands, tenements and hereditaments, or any interest in or concerning them, for a longer term than one year, unless the promise or agreement upon which such action shall be brought, or some memorandum or note thereof shall be in writing and signed by the party to be charged therewith, or some person by him lawfully authorized, as by the said Statute may appear - and this defendant avers that neither the said Canute Hansen, nor any person by him lawfully authorized, did ever make or sign any contract or agreement, or instrument in writing for the sole assignment, transfer or conveyance unto the said John Holderson, of one half of his, Hansen's right of preemption in or to said Lot, or of any right or interest whatever in said Lot, or any part or

portion thereof, or any memorandum or note in writing or any agreement whatever for or concerning any such sale, assignment, transfer or conveyance, and this defendant insists upon the Statute, and claims the same benefit, as if he had pleaded the same.

And this defendant further answering, says that he purchased of the said widow and heirs of the said Knud Anderson, their preemption right to said Lot, without any knowledge or suspicion of the alleged claim of the Complainant, and paid therefor the sum of Dollars that the Complainant well knew that this defendant, or those of whom he purchased as aforesaid, were making claim before the said Trustees to the whole of said Lot, as preemptioners, yet the Complainant kept silent, and interposed no objection to the application, nor urged any claim of her own to any part or portion of said Lot, nor offered to pay, or to second the payment of any portion of the purchase price, but by her silence led this defendant to believe that she had no claim to said Lot, or to any part or portion thereof - and this defendant therefore insists before this Honorable Court, that the said Complainant is estopped from now setting up her pretended preemption right to any portion of said Lot. And this defendant further answering says that

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he has paid unto the said Trustees, the whole of such purchase price and interest, and that not until such payments had been made, did the said Complainant come forward to assert her pretended claim, or to offer to pay or to secure the payment of any portion of the purchase money - and this defendant therefore insists that if she ever had any just claim to any portion of said Lot, (which this defendant expressly denies) that by her neglect to make known and assert such claim to pay and secure the payment of her portion of the purchase money within a reasonable time, she has forfeited all right which she may have had, and is not entitled to the aid of this honorable Court in the premises -

This defendant further answering, says that if the Complainant ever had any such presumption right to any portion of said Lot, as in said Bill alleged, which this defendant denies, she was required by the laws relating thereto, and from the necessity of the case, to present her claim, and to assert such right of presumption before the sale of said Lot by said Trustees - and this defendant avers that she either did not present any such claim, or if she did present any, it was rejected by said Trustees, and no further proceedings taken by her after such rejection - and this defendant insists that in either case, she is precluded

from further urging such claim -
 Without that, that any other matter or thing in
 the said Bill of Complaint contained, and not
 herein and hereby sufficiently answered unto, con-
 fessed and avoided, traversed or denied is true, to
 his knowledge or belief -

All which matters and things this defendant
 is ready to prove and maintain, as this Honorable
 Court shall direct, and prays to be hence dismis-
 sed, with his costs and charges in this behalf
 most wrongfully sustained -

John M. Williams

Farwell, Smith & Thomas,

Solis for Deft Williams -

And afterwards, to wit, on the 13th day of Jan-
 uary A. D. 1860. the said Complainant, by
 her said Solicitors, filed in the Court aforesaid,
 in said cause, her certain Replication
 in the words and figures following, to wit -
Replication -

In the Circuit Court of Cook County -

Margaret Craine

vs

John M. Williams

In Chancery -

The replication of Margaret
 Craine, Complainant, to John M. Williams, de-
 fendant -

This replicant, saving and reserving unto herself

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all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto, saith that she will aver and prove her said bill to be true, certain and sufficient in the law to be answered unto, and that the said answer of the said defendant is uncertain, untrue and insufficient to be replied unto by this repliant - without this that any other matter or thing whatsoever, in the said answer contained material or effectual in the law to be replied unto, confessed and avoided, traversed or denied is true - all which matters and things this repliant is and will be ready to aver and prove as this honorable Court shall direct, and humbly prays as in and by her said bill she hath already prayed -

Gookins, Thomas & Roberts
Compts Solicitors

And afterwards, to wit, on the 17th day of April, A. D. 1860. the said Complainant by her said Solicitors filed in the Court aforesaid, certain amendments to her bill of complaint in said cause, in the words and figures following, to wit.

Amendments allowed at hearing -

State of Illinois	}	In the Cook County Circuit Court.
Cook County		
Margaret Crane	}	In Chancery -
vs		
John M. Williams		

The said complainant Margaret Crane by leave of the Court granted at the hearing, amends her bill so as to conform to the proof by inserting in the fourteenth line of the second page after the word preëmption, the words "and all his right and claim to the east half of said lot," and by claiming in and by her said bill only the part and portion of said lot including in twenty-nine feet front and rear, and extending through the whole depth off the east side of the said lot.

And your Oratrix by leave of the Court in manner aforesaid, alleges and states by way of amendment to her said bill, that the said Canute Hansen, on or about the said first day of October 1843. sold to the said John Holderson, one half of his said right of preëmption, and all his right and claim to the east half of said lot. And your Oratrix further states and admits that the possession and claim of the said John Holderson, and of your Oratrix extended only to twenty-nine feet front and rear, extending through the whole length, off the east line of the said lot number six in block number seven, and that the said John M. Wilkins as against her, is entitled to the residue of the said lot.

Gookins, Thomas & Roberts
Solicitors for Compt.

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And thereupon at the April Term of said Court to-wit, on the 14th day of April in the year last aforesaid, the following proceedings, among others were had and Entered of Record. to-wit.

Margaret Brown

John M. Williams

In Chancery

Comes now the Complainant by Messrs Gookin, Shamus and Roberts her solicitors and the defendant by Messrs Farrell Smith and Thomas his counsel and this cause is now set down for hearing upon the Bill answer, replication and proofs, whereupon it is on motion of the complainant ordered that she have leave to amend her bill to make it conform to the case proved, by inserting in said bill after the word "presumption" when it occurs in the fourteenth line of the second page of said bill the words, "and all his right and claim to the East half of said lot" and also by so amending her bill as to claim only a granty right of way in width extending through the whole depth, to the lot on the East side of said lot number six in said bill mentioned, which amendment the said Complainant now files, to which order allowing the said amendment and the filing thereof the said defendant at the time thereof by counsel Excepto; and the Court being sufficiently advised of and concerning the premises It is thereupon ordered adjudged and decreed by the Court now here that the Equity

of the case is with the complainant, and that she is entitled as against the said defendant, to twenty nine feet of ground in width and extending through the whole depth to be taken off the East side of lot number fifty in Block number seven in the Original Town of Chicago in said County of Cook in the Complainant's bill mentioned upon payment by her to the said defendant of the proportion of the purchase money paid by the said defendant to the Board of Trustees of the Illinois Michigan Canal, which the said twenty nine feet bears to the whole value of the said lot without improvements. And it is further ordered and adjudged and decreed, that the said defendant execute and acknowledge a deed of Conveyance of the said twenty nine feet of said lot, Conveying the same to the said Margaret Moran by such title as will transmit to the said Margaret Moran all the right title and interest of the said defendant in and to the same held by him under his purchase and certificate from the Board of Trustees of the Illinois and Michigan Canal, and all the right title and interest in and to the same which he may acquire by any conveyance of the said lot to him by the said Board of Trustees of the Illinois and Michigan Canal; and that within twenty days from the date of this decree he deposit such deed with the clerk of this

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to be delivered to the said complainant upon the performance of the part of this decree to be performed by her.

And it is further ordered and adjudged and decreed that the said complainant within twenty days from the date of this decree pay into the Office of the Clerk of this Court for the use of the said defendant the sum of Eight hundred and forty four dollars being the proportion of the purchase money of the said lot paid by the said defendant to the Board of Trustees of the Illinois and Michigan Canal with interest thereon from the time of the payment by him to the 1st day of May next, which the said twenty nine feet bears to the whole width of said lot, to-wit Eighty feet to be paid to the said defendant upon the Execution and delivery of such deed from the said defendant to the said complainant.

And it is further ordered and adjudged and decreed that until the said 1st day of May the said defendant be enjoined from prosecuting his Action of Ejectment against the said complainant in the said complainant's said bill mentioned, and upon the payment of the said money by the said complainant and the Execution of the said deed by the said defendant, the said defendant be perpetually enjoined and restrained from prosecuting the said Action of Ejectment

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and from setting up any claim or title to the said County
 one half of ground in width off the East side
 of said lot numbered six. by virtue of any title or
 claim derived from his purchase from the Board
 of Trustees of the Illinois and Michigan Canal

And it is further ordered adjudged
 and decreed that the said Complainant recover
 against the said defendant the costs and charges
 in this behalf expended

And it is further ordered and
 decreed that in case the Complainant shall fail
 to pay the said sum of (\$ 844) Eight hundred
 and forty four dollars within the County days
 above mentioned then the Complainant shall be
 dismissed with costs.

And the defendant prays an appeal to the Supreme
 Court which is granted upon his Executing a bond
 in the penalty of One hundred dollars with
 Orright Williams as surety within ten days

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improvements for sale, I could not be certain how long it was up, some 3 or 4 weeks previous to the sale, I went to Johnson & I asked him was he selling the house & he said yes that he was going to build on the West-side & only for that he would not sell the house on King Street, he said that he was selling it too cheap, that he had a claim there, he told me that he was selling the house & improvements for forty dollars, I did not buy the house, Margaret Crans told me that she bought the house & improvements & when she was going to pay the money it was after night she asked me to go with her to Johnsons house, a week or few days after I had this conversation with Johnson about the house I went with her to the above named house, myself Mr Morris Crans her brother the Defendant, Mr Johnson his wife Mr Crans his sisters & myself were there, I am not positive if any others were there, after our going the first conversation was the paying of the money the conditions of the sale, they talked it over, Johnson said ~~it was his woman~~ to her that he was well pleased that it was this woman bought it that she made a good thing out of it, then Morris Crans made out a bill of sale Johnson objected to signing it, the reason he assigned for the time he bought that he got no writing & that he would give none, but he said that

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He had an interest in the place & that he sold his good will of it to her, she paid him the sum of forty dollars for it, he left in two or three days & gave her possession of it.

Objected to by Council for Dft

Q 3. State what interest he said he had & sold to her, what was the nature of the interest & if he stated anything on the subject.

A. He said he had an interest & when it would come to sale, that whoever would buy it would get it at the valuation, that is all I know about it - that is how he represented to me about the making of the sale. I could not be positive about the valuation he expressed to me previous & he expressed the same to her this night.

Object to by Aft Council

Q 4 State what was the nature of the improvement & on what part of the lot was the improvement & what part of the lot was fenced during or at the time of Johnson's sale & during the time aforesaid

A - In regard to the improvements, the house front on King St. East of this - was a shed & west of the house was a fence & on the rear was a plain, paid fence, runs north & South. I could not be positive as to whether it run to the fourth side of the lot, that is the whole depth of the lot. I made the

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measurements with Mr Crane - inside of Johnsons fence to the N E corner of the lot on Kingie St - it was 29 feet, we measured with a 10 foot pole, the front of lot on Kingie St was 80 ft, we went on and measured the front of the lot - 80 ft over Mrs Anderson's house, it is west of the Center of the 80 ft + left some feet - I am not positive how many.

Q 5. Have you any knowledge of the Anderson's old house, which stood upon this lot. If so state if you can how long it has stood there & on what part of the lot it stands.

A. I have known it the last 10 years I have frequently seen it from that to this time, it stands according to our measurement on the West half of the lot. it is there still

Q 6. State as fully as you can recollect, what was the claim which Johnson made, the nature & extent of it.

A - I know in his own words as near as I can recollect.

Q 7. State from whom he acquired his right if you recollect.

A - He said he had a right - he would sell it & who would buy it would make a good thing of it
Object to Q & A by Aft Counsel

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Q. 8. State how much of his interest he sold to the Dft

A - He sold all of his interest inside of the fence

Q. 9. State what person you mean by Johnson

A - I mean the person then living in the House the Norwegian - His wife resides on the West side.

Q. 10. State who is now in possession of this 29 ft & from what time the person has been in possession.

A - It was in June or July 51 that the mother brother & sister came from the Old Country have lived in the House from that time until about two years since - when they moved into a House on King's St in Newberry Block, on the N side of King's St between Hill & Franklin - the daughter has been working out some of the time & some of the time at home, no person else has lived in it during her absence. No person else has had possession. Her mother lived in it all the time, & when she was out of place she would come home, excepting the time, the year or two that they lived in Newberry Block. It was more than one year that they were out of it. I could not be particular about the time.

Q. 11. Who was living in it during their absence & whilst living in Newberry Block

A - No person - I was living near it on time

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during their absence the windows got broke. I looked & saw the furniture, they did not move all of it to the new house (the old furniture) May came back to live, in it some time last summer & they have lived in it ever since.

Q. 12. State whether they locked the house, when May went to Newberry Block

A. - It was locked or bolted during the time I tried the door, it was closed.

Q. 13. State whether Johnson at the time the 40 dollars was paid, stated that he had a presumption right

A. - I would not be positive whether he mentioned the word presumption or no but that he said he has a right.

Q. 14. State whether he objected to signing the writing on the ground of its not containing the agreement

A. - He said all the objection he had to signing the writing was that he got no writing when he bought & that he would not sign ^{any writing that he sold} any writing that he sold ^{but that he had sold interest &c.} all the interest that he had.

Q. 15. And he state from whom he derived his interest & what interest he did derive, state as fully & as particularly as you can recollect

Q. object to by Rft. Counsel

A - I could not be positive, what the mans name was that he bought from, but that he bought a right - & that he sold that right.

Cross Interrogatory

Q 1 x From whence did you come when you first came to this City

A - I came from Quebec in Lower Canada

Q 2 x When did you first come to America & where from

A - I came from County Mayo Ireland landed in Quebec in 1st or 2^d July 1845

Q 3 x In what business were you if any when Margaret Crane first moved into the house

A I worked at shoe making

Q 4 x When did you make the measurements of the premises with Morris Crane of which you before spoke.

A - I could not be positive, sometime within the last 3 Weeks

James O'Connor

Deposition of Morris Crane

Interrog 1. State whether you are acquainted

with the Complainants in this cause & know the lot involved in this suit.

A. I am acquainted with the Complainants & know the lot

Q. 2. State how long you have known the lot & what has been the improvements from the ^{Commencement} of your knowledge of said lot, by whom made & who has been in possession from the time of said lot & the different parts of it, & of the improvements

A. I have known the lot since the Spring of 1851 when I first knew the lot there was the building my sister bought on the East part of it fronting on King St. there was a shed attached to the building on the E corner of the lot, adjoining the next lot east, to the west of the house there was a vacancy bounded by a fence at some distance from the house which she bought, to the west of that fence was an other vacancy or passage to other buildings located on the west part of the lot, upon that west part was the original Log chanty which was occupied in April 1851 by Mrs Anderson & her family, there were other buildings scattered on various parts of the rear of the E lot & the fence that separated the portion that my sister bought ran almost to the alley way to the South part of the lot to which the Galena R R rail are now laid running from the front of the lot on King St to its termination

in the alley or South front & there was a spring upon the premises when my sister bought from Johnson, he stated that he built the house himself, which she bought in the Spring of 1844, the fence was also built by Johnson. Margaret Crane has been in possession of those improvements & house, which she purchased of Johnson up to the present time, since the Spring of 1851 & is now.

Q 3. State all you know about the purchase of that portion of the lot by your sister

A I was not present when my sister bought it but was when the money was paid

Q 4. Were you present when the bargain was consummated & can you state what the bargain was & what was sold, state all the circumstances.

A I was present when the bargain was consummated. Margaret Crane in receiving possession of this house & the improvements belonging to it which she bought received also whatsoever of right or title or benefits resulting afterwards by virtue of that right & title from Johnson or Holderson the persons from whom she made the purchase of that house & those improvements, who was then in possession

Objct to - Wife Council

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Q 5. What quantity of ground in front & rear was Johnson or Holderson in possession of at those times & he sold to your sister

A - Twenty nine feet in front & rear on Kenzie St & extending back the whole depth of the lot.

Q 6. State to what extent of ground this right she derived from Johnson or Holderson applied & what was said upon that subject at the time of the consummation of the sale

Q Object to by Alfto Counsel

A - at the time of the consummation of the sale Johnson or Holderson did not pretend to have any right west of the fence & the language employed had reference only to that portion of the lot east of the fence built by himself the fence before mentioned then was said that he bought the right for a sum of money from one Henson in the Spring of 1844 & that he gave that right with the house to Margaret Crane for the sum of forty dollars paid by Margaret Crane to said Johnson.

Q 7. State who was present at the time of the consummation of the purchase by your sister & where the interview was

A. There was present my sister, James O Connor Mr & Mrs Johnson or Holderson & myself the interview took place in the house purchased which is located on the premises described

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Q. 8. Who resided on those premises at that time & who claimed to be in possession

A. Johnson or Hildebrand & he claimed to be in possession

Q. 9. What did he claim to be the nature of his right - if he specified

Object to - Offr. Counsel

- I can not use the precise language, the substance of it was that he purchased this part of the lot from one Hancock in 1844 a few months after the expiration of the pre-emption law that he paid the money for the privilege to locate upon & improve the premises & that he transmitted that right & privilege to Margaret Crane, with the then

Q. 10. For what length of time was that privilege to continue

A. I can not say, no definite time was set.

Q. 11. Did you draft a writing at that time for him to sign.

A. I did.

Q. 12. Where is that writing

A. It is lost. He did not sign it.

Q. 13. Can you recollect the substance of that writing

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Q Obj^t to Apts Counsel

Can you find that writing by making search
 A I think the writing was torn up or destroyed
 I took no interest in it as it was not signed. I
 would not know where to look for it

Q 14. State the substance of that writing
 2) Obj^t to by Apts Cou^l

A. It was to the effect that he would relinquish
 with the House all the privileges which he purchased
 from Mr Hanson in 1844 & that Hanson set him
 in the occupancy of the premises purchased by
 him Johnson as equal participant in those privileges
 with him & that he gave those privileges to
 Margaret Crane with the House.

Q 15. State whether you have made a measurement
 of the contents of the lot embraced in the sale to
 your sister.

A I have measured & was very exact about it
 by a 10 foot pole, the width of shed attached to
 Margaret Cranes House on the Eastern boundary of
 the lot was four feet 10 ³/₄ in, the width of House 14
 ft 1 ¹/₂ in from the NW Corner of House to fence is 9 ft
 9 ¹/₂ in from the fence to the E end of Mrs Andersons
 Edg new addition is 6 ft 3 ¹/₂ in & from the E end of
 Mrs Andersons addition to the center of the lot is 4 ft
 10 in the original building the Hanson sold to

Intg 1. State whether you have since your last examination examined as to the location of the Houses above mentioned & if so, what, is the result of your examination

A. I have examined & found them west of the line of Johnsons fence, of the 29 feet alluded to.

Maurice Crean Deposition of Enright Gilroy

Q 1. Are you acquainted with the property in dispute.

A I have seen it since I came into the City, ten or eleven years.

Q 2. State who is was living on it when you first saw it & where you resided at the time.

A I lived opposite to it, a man by the name of Johnson lived upon it.

Q 3. State whether you had any conversation or intercourse with him as to that lot whilst he was so living on it, & what was the nature of the same.

Obj^d to Counsel for Dft

A Johnson came to my husband then Michael Smith now dead & asked us to buy his house & title of what he had there - he had it under presumption law, by right & we would be benefitted by

41

buying it

Q 4. In what year was this, that he offered to sell you this.

A. Ten years since - I had been living on it when we came to Chicago. I do not know how long he had been before

Q 5 How long did he continue to live on it

A. After he sold the house he gave possession to Mrs Cross immediately. I live still in the same neighbourhood, she bought the house in a few days after I was speaking to her.

Q 6 State whether you did purchase from the man you call Johnson soon after that time a property in that neighbourhood

Ques Object to Aft. Counsel

A. He did purchase a piece of land in that neighbourhood, a preemption right, shortly afterwards from the man I call Johnson.

Q 7 State what the man you call Johnson offered to sell at the time he thus lived on the lot in controversy

Q object by Aft Counsel

A. He offered to sell the house & the land the house stood on, we did not buy the house, we bought

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The land, ~~we bought the land~~ adjoining that the House stood on.

Q 8. Did you buy any of the lot in controversy
A. I think we did, the whole lot was fenced in + we bought up to the House.

Q 9. State when the property you bought lays relative to that Margaret Crane bought

Q Obj^t to Aft^r Council

A. We bought east of that Margaret Crane bought + adjoining

Q 10. Did Johnson offer to sell anything besides the House.

Q Obj^t to Aft^r Council

A. He offered to sell me the House he lived on + all by free emption right.

Cross Examined by Aft^r Council

Q 11. Did you purchase of Johnson before or after Mrs Crane purchased.

A. Before Mrs Crane purchased

Q 12. When did you take possession

A. at the time we bought it

Q 13. Was the part you bought enclosed with a fence

A. Yes sir

Q 4. How large a lot was it

A. I suppose it was 215 ft + running to the alley or street in rear

Q 5. Was the part which you purchased separate from the lot back of the house, which was afterwards purchased by Mr Crane.

A. The one fence enclosed the whole premises including the house

Q 6. Was there any house or any improvements upon the part which you purchased except the fence + the side walks.

A. None.

Q 7. What did your husband pay.

A. I think it was 5 or 7 dollars for Johnsons title

Q 8. When did your purchase of Johnsons, was it the same year that Margaret Crane took possession of the house.

A. I am not certain if it was the same year it - ten years previous we purchased.

Q 9 After you had purchased the lot east of

44

Mr House did Johnson offer to sell you the house

A. He did after & before. He offered to us, to buy the house under the pre-emptive right.

Last part of the Ans object as not respons to Q by left

Indigent Gilroy

Deposition of Oliver Stone

Intg 1. State whether you know the property in controversy, & from what time.

A. I do, & have known it since about the fall of 1843.

2) Q. Who occupied it at the time you first knew it.

A. I think Mr Hanson did as far as I recollect.

3) Q. Did he continue to occupy the whole of it & if not when did he cease to occupy it or a portion & what portion & who succeeded him in occupying such portions & what portions.

A. He has not occupied the East portion. Mr Holderson succeeded him in the occupancy of the East portion; He is commonly called Johnson.

4) Q. When did Holderson succeed Hanson in

45

The occupancy of the E $\frac{1}{2}$

A. It must have been a year or so after Hanson purchased. I think in 1844 or 1845. I am not positive

5 Q. Where did you live at the time that Holderson moved into the E $\frac{1}{2}$

A. At that time I lived on the same block as I suppose the S W corner.

6 Q. At the time Holderson moved, in state what he did in the way of acts of ownership, if he did anything.

A. I think he ran a fence N + S, on the lot East of Hansons, between Tim + Hansons

7 Q. Who lived on the W side of that fence at that time

A. I think Hanson lived there at that time.

8 Q. State whether when Holderson moved into the E portion whether Hanson exercised any ownership over Johnsons portion

A. Now to my knowledge, Hanson is a relative of mine.

9 Q. Have you any knowledge whether Hanson or his family used at any time any portion of

The E Half, or in any instance

A. I cannot recollect of his so doing

10 Q. Did any custom to your knowledge prevail upon those living upon the Canal Lands of selling out their Houses & what rights were to go with the Houses

Q. Objts to by Affs and

A. As far as I understand they sold the Houses & any rights they had, it was not expected that they had any rights in the ground, nothing was said about pre-emption rights

Cross Examination by Affs

1 Q. Where does this man Holderson or Johnson as he is called now reside.

A. I can not tell, as I have not seen him for some time. I believe he is living in the City
Oliver Stone

Deposition of John Huggard

Intg 1 Are you acquainted with the property in controversy.

A. I am.

2 Q. State if you recollect when the Craze family moved out of that House.

A. I recollect it. I cannot state the just time. I lived with them when they left

21
47

47

+ when they moved back again + to the present time

3 Q. State whether at the time that they moved out of the house, in what condition they left it.

A. There was a stove, a bedstead a box, a barrel containing some salt - a table and some other articles left in the house, the door was fastened from the inside.

4 Q. State whether the house was of the appearance of being abandoned.

A. A person could see the stove, table + c except from front if he wished by looking through the window, the other articles might not be in sight from the windows, there were three windows, these things were all on the lower floor, they could have been seen from the front or side window, They the Crane family moved back to their house, they moved out in the fall of '56 or 1857 + moved in a year from the next April I think

John Huggard

Deposition of Patrick O'Connor

Int 9 1 Are you acquainted with the property in controversy in this suit

A. I am. I have lived on that block for the last 15 years

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2 Q. State whether since the property has been in possession of Complainant, it has ever been abandoned and state the nature of the possession and occupation of the premises.

A. I know that this house which is now on the premises has been there ever since I came to Chicago. I never took particular notice of the premises, one day I was passing the East end of the building, I saw that the E window was broken out of the building. This was whilst Mrs Crane family were out of the house, on the inside, in the South part of the room where the window was broken, there was a bed, to the East side of the building a stove & a table I think. I went to the front door - it was fastened.

3 Q. State whether at any time you have seen the building in a condition indicating that it had been abandoned.

A. I never ^{did} see it.

4 Q. Have you noticed a division fence on the premises

A. Yes sir, there was a division fence, it lay from 3 to 4 ft E from Mrs Andersons shanty, post & board fence.

Signed in presence of

J B Hekley

Patrick ^{his} O'Connor
_{mark}

Reposition of Patrick O'Connor

July 1. Are you acquainted with the property in dispute + how long have you been acquainted with it.

A. Since June 1853.

21 State whether you recollect the time when the Crane Family moved out of this House.

A I do. I was never present at an interview between Mr Williams + Mr Kedzie + members of the Crane Family in the House in question or elsewhere.

State the condition in which the House was left + if any thing was left in it.

A Some time after the Crane Family left the House I went into it - or through the S window, there was a bed in the South East corner a chest in same room a stove there was barrels &c, the door was made fast on the inside. I do not think the House abandoned from what I see, there was a post (here + there) + board fence running South from Kingie St - which would indicate that there was a division between two parties. I now refer to June 1853 at the time the fence was partly carried away some of it stood.

Cross Examination

1 x Q. How was the space on the lower floor of the House divided

A The lower floor was divided into two parts, the

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partition ran E + W, the front part was not as large as the rear, the W room being about 5 ft in depth + the S room from 9 to 10 ft in depth -

Q. State what doors + windows there were in the A room + what in the S room + the situation of each

A. There was one window in the A end + one door in the A end, One door + one window in the S room

Re Examined by Plff.

Q State whether you was present at the time of a conversation between Mr Williams + Mr Kedzie within two or three years past or ever - relative to this House.

A. I never heard of any conversation between the parties.

Patrick Connor

Deposition of Jeremiah Crane

Q. State whether you are a brother of the complainant in this cause + whether you are a member of the Crane family when they occupied the House spoken of.

A. I am a brother, was a member of the Crane family, but was some time away from home. I was a member of the family at the time of the ejection + had been some time previous.

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2) Q. Who were the members of the family at the time of the ejectment & for six months previous & afterwards to time of ejectment

A. Myself, mother, & brother Maurice & sister Margaret. I know of the time of Williams trying to get possession of the place, sister Margaret had been out of town about 12 mo. The absence commenced before the time he tried to get possession & continued some time afterwards, until about 3 years since.

3) Q. How you present & have you any knowledge of an interview in the Town on the premises in question spoken of in Mr. Redgie's examination

A. I have not.

4) Q. Were you at the time a member of the family

A. I was in Town & a member of the family but do not know whether I lived at home at that time. I have enumerated above all the members of the family at that time.

5) Q. State what you know relative to a fence standing between your sisters property & Mrs. Anderson's property, possession

A. I know that I partly kept such fence in repair & did so for the first two years of the last 8 years.

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6 Q. State the Condition of the leaving of the House when your people moved out.

A The door was made fast. there was a stove, bed trunk, chest & barrel of salt & flour bbls left

7 Q. State whether your sister left the House with a view of surrendering the right or abandoning the House

Q object to by Dfts Counsel

A I know she did not leave the House with the intention of surrendering the House or property or of abandoning the same

Cross Examination

1 Q. Where was your sister at the time she was absent to which you refer

A At Fulton City or Rockford

2 Q. What two years did you repair the fence

A. In 1850 + 1851. It was a fence about six feet high, posts & boards, posts 6 or 7 feet apart - 3 or four boards high. It ran between our property & Andersons. from Kenzie St to the rear part of the House that fronted on the R R track, I do not know who occupied the House a lot of people I do not know who.

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3 Q. What part of the house did the fence strike
 A I do not know I think it did not strike
 the house quite

4 Q. Was that house E of the line of the
 fence or W of the line of the fence or partly
 on one side + partly on the other side of the line
 of the fence

A - I think the most part of the house was
 on the W line of the line of the fence

5 Q. Was there any other house E of that line
 of fence besides your sisters at this time

A There was one back of us, I am not
 sure if there was more.

6 Q. Who lived in that one

A A man named Kelley

7 Q. Who put up the house in which he lived

A I don't know

8 Q. Was it then when you moved there

A Yes

9 Q. Up to what time was this fence kept in
 repair.

A Until about 6 years ago Jeremiah Crean

Deposition of Morris Crane

Re examination of Morris Crane

Intg. State who were members of the Crane family living in the House on the premises in question at the time referred to in Mrs Kidgic's deposition when there was an interview between Mr Williams & himself & occupants of the House in question & who were members of the family for months previous to & subsequent to the time of the spectment in question

A. My mother, brother Jeremiah & myself

Q. State whether you have any knowledge of the said interview

A. I have not.

39. Where was your Sister during ^{to the time above} kind to.

A. At Fulton City as well as I recollect

Cross Examination

4 Q. How old is your sister

A. I suppose she is about 34 years of age she is oldest child living of the family

5 Q. Has she ever kept James Searce on the property.

A. She has for our family

55-

Q. During what time has she kept house there
 A. Previous to the ejectment being brought she bought the place from Holderson & she kept house for us for three or four years afterwards & since then my mother has been the housekeeper & since except perhaps the first year - which year my sister helped me to get along, I mean that I have been at the principal expense of supporting the family except the first year when my sister Margaret helped me.

Q. At the time when my sister was absent of which you have spoken, what year & month did she leave & what year & month did she return, state as particularly as you can

A. I do not remember I think she left in 1855 I can not tell the month or the season but of the year I have letters which would tell me, she returned in 1856 in the summer in June or July

Maurice Crean

Also the following depositions taken since the first above named

Deposition of Edward K. Hanson
 1st Interrogation, State your name, age, residence and occupation

Ans, my name is Edward K. Hanson, thirty two

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years of age, Manchester, Boone County, State of Illinois is my residence, Farming is my occupation

2nd Int. State the name of your father and is he dead or live

Ans Kanute Hanson was his name, he is dead

3rd Int. State whether you are acquainted with the property in controversy in this suit being Lot No 6, in Block No 7 in the Original Town of Chicago

Ans - I am acquainted with said property.

4th State if you know whether your father was in possession of that lot claiming a presumption right and if so, when it was and all you know, if anything, about his having parted with said possession and disposed of said right in said lot or any portion of said lot.

Ans. He bought the House & lot of Old man Sullivan and he gave him some papers, which papers was burnt up with the House and then he sold the House ^{and} lost money on it, and he did not know he had any claim on the lot. I was not at home. I was in Michigan at the time, nothing was said

57 about the lot at the time, to my knowledge

5th Were you present at the time of the sale
Ans. I was not

6th Were you at home at the time of the sale
Ans. I was not.

7th Where did you live then
Ans. I lived in Grand Haven State of Michigan

8th State whether your father parted with any portion of that lot to John Holderson.
Ans. I understood that he did, but I know not under what Considerations. I was not at home

9th State whether you ever saw John Holderson living on any portion of that lot and where.
Ans. I did. I think I saw him living there in 1844

10th On what portion of the lot.

Ans - On the East part of it.

11th What improvements had Holderson made on the lot

Ans. He had built a House upon and put up a kind of a fence upon it.

12th When was that fence, how did it run?
 Ans - It ran North and South between Holderson's House and our house how far down? Could not say

13th State whether Holderson occupied his House & lot independently and separately from your father or whether your father exercised acts of ownership also

Ans. No I guess Holderson exercised the right of it.

14th When was it, before or afterwards the sale to Holderson that your father sold the House as above stated?

Ans. He sold the House after he sold to Holderson

15th Was your father in possession at the time he sold to Holderson?

Ans. Yes he was

16th When did he and his family reside at the time?

Ans - In the old House which he bought of Old man Sullivan, on the same lot. Being the House above referred to as having been

5-9

17th State who lived in the house on the East part of the lot which was parted with to Holderson, after your father parted with it.
Ans. Holderson lived in it

18th How long did Holderson live in it
Ans. I could not say

19th State whether you were in the habit of returning home to visit your family during the time Holderson lived on the East part of that lot, and how frequently
Ans. I was in the habit of coming home once a week or sometimes not so often as that.

20th State whether Holderson paid your father anything for his interest and all you know about it.

Ans - I do not know. I heard he paid something for it, but how much I don't know.
Edward K. Hanson

Subscribed and sworn to before me on the day and at the place and within the Term first aforesaid

Nelson Thomsen
Notary Public

Reposition of John Holderson

1st State your name, age, residence and occupation

Ans. John Holderson is my name, my age is forty nine years. I live in Chicago State of Illinois and am a Carpenter

2^d State whether you know the lot in controversy in this suit, being lot No 6, in Block No 7, in the Original Town of Chicago

Ans. Yes I was

3^d State whether you ever lived on a part of it & on which part of it

Ans. I did. I lived on the east part of it.

4th During what time did you live on the east part of it?

Ans. I commenced in 1844 and lived there seven years.

5th Who occupied that portion of the lot immediately preceding you?

Ans. Manute Hanson did.

6th Was he the father of Edward N. Hansen just now examined

Ans. He was.

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7th From whom did you derive your right to the East part of said lot

Ans. Of Kanute Hanson

8th Did you give him anything for it, if so, how much.

Ans. I gave him five dollars

9th Did you live in that House + on the East part of that lot after you gave five dollars

Ans. I did

10th State whether Kanute Hanson interfered with your ^{living} there and prevented your exercising the rights of ownership.

Ans. He did not.

11th Was the House which you lived in, on it at the time you paid him five dollars

Ans. I could not say that very well

12th Who put that House there.

Ans. I moved the House there from the other side of the street

13th Whose House was it

Ans. Mine

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14th Was there a fence between your house and
Hansons

Ans. Sometimes and sometimes not.

15th Who put the fence there

Ans - I put part of it and he put part of it

16th When was it put there, how soon after
the bargain between you & him

Ans. I could not say that very well

17th State as nearly as you can

Ans. I can't tell when it was put there
precisely

18th What time of the year was it that you
paid him the five dollars

Ans. In the Spring

19th Was the fence put up during the same
year

Ans. Could not say that.

20th How long did the fence continue up

Ans. Sometimes we had a fence & sometimes
not

21st State whether at the time you purchased

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from Hanson you and I staked off the quantity you were to have

Ans. On the last of April or first of May

212^d Who staked it off

Ans. Hanson & I was together staked it off

213^d How much was staked off

Ans. I could not say exactly how much front was stake off

214th How much depth did you get

Ans. I got the length of the lot

215th Did Mr Hanson reserve to himself any right in the portion which you got?

Ans. No I guess not

216th After your purchase from him had you the same right in yours as he had in his.

This question is objected to

Ans. I believe I had

217th What right did I sell to you

Objected to

Ans. He said I should have it the same way he got it and the same privilege he got

64

28th What did you do with this property
 Ans. I put my house upon it, sometimes I
 planted in it potatoes, sometimes nothing

29th You say you lived upon it seven years
 what did you do with it at the end of that
 time

Ans. I moved from it and sold the house

30th Who did you sell to

Ans. To Margarett Crane

31st When you sold to Margarett Crane
 did you keep back any right in the house
 or lot

Ans. I guess not.

32^d Did you sell to her all the right you
 got from Hanson or less than all the right.

Objected to

Ans. I sold all my house to Margarett Crane
 I said I would have no trouble ^{about} ~~about~~ the lot.

33^d Did Margarett Crane pay you anything
 for the purchase and if so how much.

Ans. She paid me forty dollars for the
 house and I gave her a little fence along
 side of the house.

65

34th Did you continue to live on the lot when you sold to Fes or did you remove off
 Ans. I moved off the same day I got the money for the house

35th Who did you leave in possession of the portion of the lot in question.
 Ans. Margaret Crane got the house and the house was on the lot.

36th Who moved into the house
 Ans. I don't know. Margaret Crane got the house and got the key.

37th Was there any writing given by you to Margaret Crane at the time she paid you the forty dollars
 Ans. No. I don't give her any.

38th Did she ask you to sign any writing? Ans. Yes - she asked me.

39th Did she offer you a writing to sign, was there a writing drawn up.

Ans. She did. there was

40th Why did you not sign it.

Ans. I refused to

41st Why did you refuse to sign it

Ans. - I could not understand it very well.

66

42^d Did you not state at the time that you would not sign the paper because you had got no writing from Mr Hanson

Objected to

Ans. I don't think of that, could not remember that

43^d Where was this forty dollars paid, when were you at the time.

Ans. Right in the house Margaret Crane bought.

44th How long was she to keep the ~~lot~~ ^{lot} on the lot

Objected to

Ans. The house could stay as long as it might - to for me

45th Did you ever move back to that portion of the lot.

Ans - No sir

46th Did you ever make any use of that portion of ~~the~~ lot afterwards.

Ans. No sir

47th Did Margaret Crane occupy the whole of the ground staked out by you and

Hanson

Ans. I don't know

48th If she did not, who did.

Objected

Ans. I don't know. I saw some shanties there, don't know whether Hurgault (Crose) occupied the lot.

49th You speak of having sold her some fence at the time you sold the house, where was that fence standing

Ans. Between this house and Hanson's house. I sold the house and I gave the fence to her

Cross Examination

1st Cross Int. Did you get any writing from Hanson.

Ans. No sir

2d Was there anything said between yourself and Hanson about there being any presumption right.

Ans. No sir

3d At the time you got permission from Hanson to move your house on to the East side of the lot did Hanson pretend to you that he had

any right to the lot.

Ans. No he said he wanted to give me the lot the same way he got it himself

4th What was the house worth which you sold to Margaret Crane.

Ans. I don't know - I sold the house for forty dollars, I think it was cheap enough

5th Before you sold the house had you made any inquiries to ascertain whether you had any right to that part of the lot which you occupied

Objcted to
Ans. Yes sir

6th Had you become satisfied that you had not any right to the land

Objcted
Ans. Yes so I understood I had no right to the land.

Objcted to.

7th Why did you sell the house

Objcted to
Ans. I wanted to move on the West side
Objcted to

69 8th Had you been informed that you would have to remove the House from the lot before a great while.

Objcted to
Ans. Somebody was talking about it. I had no written notice of it.

9th If you had supposed that you had a right to the land would you have sold the House for \$40.00.

This Objcted to
Ans. I guess not.
Objcted to

10th At the time you sold the House did they want you to agree or warrant that the pills were such that the House could not be moved

Ans. Yes sir.

11th What did you say to this.

Ans. I said they had to look around the House and look on the pills

12th With whom did you make the trade or have the talk.

Ans. With Margant Crane I think Maurice Crane & James O Connor were ^{there} present

13th How much did you ask for the House in the first place

Ans. Sixty dollars.

14th Did they give any reason why they would not give so much as that

Ans - If the House could stand there they would give that, if it was not they could not give it.

15th How much of this fence you gave her was there.

Ans. All I own 20 or 24 feet I cant say exactly

John Holderson

Subscribed and sworn to before me on this day and at the place and within the hours first aforesaid

Nelson Thomason
Notary Public

Also the following exhibits:

Divers affidavits certified by Wm Gooding to have been submitted to the board of Canal Masters on the defendant's application for a prescription to the lot mentioned in the bill. Said affidavits offered by the Complainant solely for the purpose as he alleges of furnishing evidence that such an application was made by defendant for a prescription.

Affidavit of Andrew Nelson

a. State of Illinois, A.
Cook County, I.D.

Andrew Nelson of said County being duly sworn, says that in the year one thousand eight hundred and forty, Jeremiah Sullivan owned and occupied a small house or shanty situated upon Lot six in Block seven of the original Town of Chicago, as the same is now laid out and platted,

Deponent further says that some two years after or thereabouts, say about the year A.D. 1842 or later, said Sullivan sold out said house to a Norwegian man by the name of Knud Hansen, and delivered possession thereof to said Hansen who immediately took possession of the same and moved into said house with his family,

Deponent further says that afterwards, but the precise time deponent cannot state, said Knud Hansen sold out said house to another

Norwegian man, whose name was A. Salverson, and delivered possession of said premises to said Salverson, the last mentioned Norwegian man, who took possession of and occupied the same until he sold the same as herein after mentioned,

Deponent further says that he thinks said Salverson sold out said house to one Isaac Oslackson, but in regard to said last two owners, said Salverson and said Oslackson, this deponent knows nothing positively, except that they were successively the reputed owners of said house, and successively occupied the same,

Deponer A further says that about the fall of the year one thousand eight hundred and forty eight, Knud Anderson occupied and was the reputed owner of said house, and continued to reside in the same with his family till the time of his death which took place in the summer of the year A.D. 1849,

Deponent further says that Caroline Anderson is the widow of said Knud Anderson and has lived in said house with her family from the time of the death of her husband until the present time.

Subscribed and sworn to before me
 this 28th day of February 1854 } Andrew Nelson
 A. L. Rucker, Just. Peace.

Affidavit of Timothy McCarthyB. - State of Illinois,

Cook County, Ill. Timothy McCarthy of said County, being duly sworn, says that in the fall of the year one thousand eight hundred and thirty seven one James Duffy built a house or Shantee on Lot Six Block seven in the original town of Chicago as the same is now subdivided, and moved into said house with his family in the said fall of the year 1837 -

Deponent further says that said house so built by said Duffy in the same house with some additions ^{since} made to it, in which Caroline Anderson and her family now live, and stands on the same ground on which it was originally built.

Deponent further says that said Duffy continued to live in said house for about the space of three years or upwards, the precise time deponent cannot state, and then sold out said house to one Jeremiah Sullivan, that said Sullivan immediately on making said purchase, or as soon as said Duffy moved out of said house, moved into the same with his family. Deponent further says that some two or three years after purchasing said house say about the year 1841 or 1842, but the precise time this deponent cannot state, said

Jeremiah Sullivan sold said house to a Norwegian man by the name of Knud Hansen, as this deponent thinks the same to be, and moved out of said house, that said Knud Hansen moved into said house immediately on said Sullivan's moving out of the same.

Deponent further says that afterwards, but the time he cannot state with precision, said Knud Hansen sold out said house to another Norwegian man by the name he thinks of A. Salverson. Deponent further says that said house has never been moved but stands now where it was originally built. Also that said house has always been occupied by the various owners in succession and has never at any time been unoccupied or deserted for any time whatever.

Subscribed and Sworn to before me

this 9th day of February 1854 Timothy ^{Wise} M. Carthy
 H. L. Rucker, Just Peace

Affidavit of Peter Dennison

6.-

State of Illinois,

Grant County Ill. Peter Dennison of said County being duly sworn says that in the month of the year 1847 he lived in the house or shanty now standing on Lot Six, Block Seven in the

original owners of Chicago as the same is now laid out, being the same house in which Mrs Caroline Anderson, widow of Knud Anderson dec'd, and her family now live, that said house at that time was owned by A. Salverson to whom this deponent paid rent, that some time in the spring following said Salverson sold out said house to Isaac Aslackson, who immediately in the spring of 1847 moved into said house, that this deponent occupied said house during during the winter of the year 1847 jointly with the owner thereof, said Salverson, and that both moved out of it in the following spring, that said Isaac Aslackson lived in said house until the fall of the year 1848, when he sold the same to Knud Anderson and moved out of the same, and said Knud Anderson at the same time moved into the same; that said Knud Anderson continued to live in said house on said lot until his death, which took place about the 7th day of August AD 1849 in said house; that said Knud Anderson left a widow Caroline Anderson and the following children viz: Gunther Anderson, Anna Moritz, wife of Samuel Moritz, former by Anna Anderson, Caroline Rolfsen, wife of Andrew Rolfsen, former by Caroline Anderson, all of full age, also Thomas Anderson of the age of sixteen years or thereabouts, and Jelly Anderson of the age of

nine years or thereabouts, who are all living and are the only children of said Knud Anderson now living.

Deponent further says that said Caroline Anderson, widow, of said Knud Anderson dec^d is now living in said house on said lot with her family, all of whom are still living upon said lot except Anna Mervitz, and have lived there from the time of the death of said Knud Anderson till the present time.

Deponent further says that some months previous to this deponents moving into said house, viz: in the year 1846, said Salveson purchased said house of a Norwegian man by the name he thinks of Knud Hansen, though he is not positively certain about the first name, but knows the Christian name was Knud, and that the said Knud Hansen was at the time of selling said house the owner and occupant of the same.

Subscribed and sworn to before me, ^{his} Attest: ^{Deponent} Sengerson
this 18th day of February 1854

H. L. Rector, Just. Peace

Affidavit of Halvor A. Blackson

A. - State of Illinois
Cook County, vs. Halvor A. Blackson alias Olaf Anderson, of said County, being duly

Sworn says that in the spring of the year A.D. one thousand eight hundred and forty seven, Isaac Belackson, the father of this deponent purchased of one A. Salvesson a small house or shanty now standing on Lot number six in Block number seven in the original town of Chicago, as now laid out, that said house then stood on the same ground on which it now stands and has never been moved, that said A. Salvesson at the time of the purchase aforesaid was the owner of said house and was then living in the same on said lot. That upon making the purchase aforesaid the said Isaac Belackson moved into said house immediately on said A. Salvesson moving out of the same.

Deponent further says that said Isaac Belackson lived in said house until the fall of the year A.D. one thousand eight hundred and forty eight at which time he sold out said house to Knud Anderson and moved out of the same. That said Knud Anderson gave said Isaac Belackson for said house and the stove therein the sum of thirty two dollars. That said Knud Anderson in the fall of eighteen hundred and forty eight and immediately on said Isaac Belackson moving out, moved into said house on the

said Lot six Block seven, and lived there until his death, which took place on or about the seventh day of August AD Eighteen hundred and forty nine, in the said house.

Deponent further says that said Knud Anderson left a widow Caroline Anderson, and the following children, to wit: Gustav Anderson, Anna Moritz, wife of Samuel Moritz, formerly Anna Anderson, Caroline Rolfsen, wife of Andrew Rolfsen, formerly Caroline Anderson, all of full age. Also Thomas Anderson of the age of sixteen years or thereabouts, and Selley Anderson of the age of nine years or thereabouts, who are all living and are the only children of the said Knud Anderson, now living.

Deponent further says that Caroline Anderson widow of said Knud Anderson is now living in said house on said Lot with her family, all of whom are still living on said lot except Anna Moritz, and have lived there from the time of the death of said Knud Anderson till the present time.

Subscribed and sworn to before me this 3^d day of February 1854

A. S. Ruckel

Josh. Pence

Affidavits of John H. Kedzie

State of Illinois

Cook County Ill. - John H. Kedzie of said County being duly sworn says that the foregoing papers marked respectively A, B, C, & D are true and accurate copies of the affidavits originally made for the purpose of proving up the pre-emption of Lot six in Block seven in the original Town of Chicago in favor of the widow and heirs at law of Knud Anderson deceased.

Deponent further says that said original affidavits were in the handwriting of this deponent, that said affidavits were respectively made by the persons therein named respectively, and were duly sworn to by them on the days therein mentioned, before H. L. Rucka Justice of the Peace in and for this County, in the presence of this deponent.

Deponent further says that he made copies of said original affidavits, and that the foregoing are true copies of the same to the knowledge of this deponent.

Deponent further says that in the month of May last at the Canal Office in Chicago on Lake Street he delivered said original affidavits to David Levitt, one of the Trustees of the Illinois and Michigan Canal for the purpose of having said pre-emption claim examined and allowed.

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since which time this deponent has not seen said original affidavits, nor on diligent enquiry can this deponent find the same.

Subscribed and Sworn to before me this 19th day of December 1854
John H. Kedzie
Patrick Lamb J.P. Seal

In and for Cook County

Affidavit of George Maniere

State of Illinois

Cook County, Ill. George Maniere of said County being duly sworn says, that the foregoing four Copies marked respectively A, B, C, & D, are true and correct Copies of four examined Copies of the four original affidavits sworn to before H. L. Rucker Justice of the Peace, and which originals were produced and exhibited to me as Master in Chancery in evidence in a certain cause in Chancery referred to me as such Master.

Deponent further says that said original affidavits purposed to be made by the persons named therein respectively, and that the signatures of said H. L. Rucker to said original affidavits was in my opinion genuine.

Subscribed and Sworn to before me this 19th day of December 1854
George Maniere
Patrick Lamb J.P. Seal

In and for Cook County

Affidavit of John H. Kedzie

State of Illinois
County of Cook S.S.S.

John H. Kedzie of said County being duly sworn, says that all the right, title and interest of Thomas Anderson and Selley Anderson, infant heirs of Knud Anderson deceased, in and to Lot six in Block seven in the original Town of Chicago, has been sold under and by virtue of an order of the Cook County Court of Common Pleas, to Caroline Anderson, widow of said Knud Anderson,

Deponent further says that besides the two infants aforesaid, said Knud Anderson left the following and only the following children who are all of full age, viz: Emmett Anderson, Anna Montz, formerly Anna Anderson, now the wife of Samuel Montz, Caroline Ralston formerly Caroline Anderson now the wife of Andrew Ralston, and also his widow the said Caroline Anderson. Deponent further says that said Caroline Anderson, Emmett Anderson, Samuel Montz, Anna Montz, Ann Ralston and Caroline Ralston have all united in executing a deed of said Lot six in Block seven to John M. Williams by which all the presumptive right of said Knud Anderson

and of his heirs at law and widow has been conveyed to said Williams upon certain conditions mentioned in said deed, which said conditions the said Williams is ready to perform, and that said Williams is now entitled by said deed to receive a certificate of purchase of said Lot, and that the widow and heirs of said Hans Anderson are now anxious that such certificate should be immediately issued to said Williams.

Subscribed and sworn before me this 6th day of June 1855 { John H. Kedzie
 W. Kimball Clerk

Affidavits of Timothy M. Crutty & Andrew Sheehan

State of Illinois,
 Cook County, Ill.

Timothy M. Crutty & Andrew Sheehan, personally known to me, appeared before me & being duly sworn deposed and sayeth that John H. Sullivan came to live on Lot six (6) Block seven (7) original town of Chicago North Township, in the year 1838 or '39 and that the said J. H. Sullivan was the first person that purchased the said Lot 6 Block 7 and was in possession of same up to the fall of 1843 and know not but he retained possession of same still.

Subscribed and sworn to before me { Timothy ^{his} M. Crutty
 this 6th day of May A.D. 1854 { Andrew ^{his} Sheehan

Certificate of Wm Gooding Secy

State of Illinois

County of Will } I Wm Gooding, Secy of the Board
of Directors of the Illinois and Michigan Canal do
hereby certify the foregoing to be a true and
correct copy of all papers now on file in
my office in regard to the right of pre-
emption of Lot Six (6) Block Seven (7)
original Town of Chicago

Witness my hand and the seal
of said Board this 29th Apl,
A.D. 1858

Wm Gooding Secy.

It is agreed by the parties that a
tender was made by Complt to Deft in
the manner and on the 15th May 1858 as
stated in the notice, and that a tender
of the money was made as therein stated
and that such tender was refused by the
defendant.

It is also admitted that said notice
was served upon defendant and that
he refused to comply with the demand
therein by executing the deed
required.

Defendant read in Evidence at the

Hearing 1st

Deposition of Eli b. Prescott.

1. What is your name age, occupation and residence and are you acquainted with the parties to this suit, or either of them

Ans My name is Eli b. Prescott, I am 48 years of age. I am in no particular business, I reside in Portsmouth New Hampshire I am not acquainted with the Compt in this cause & I know the defendant.

2. Have you had anything to do with the Canal lands of the Board of Trustees of the Elm & Merch Canal as agent or otherwise, state what your relation has been to the Board

Ans I have had charge of the Canal lands as an agent of the Board of Trustees since A D 1848 under an appointment of the Board of Trustees of the Elm & Merch Canal

3. Are you acquainted with the parcel of land known as Lot No 6 in Block No 7 in the Original Town of Chicago, if so, long have you known it?

Ans I have known the lot of land in question since A D 1835

4 Do you know whether any application was made to the Board of Trustees by any person to be allowed to purchase such lot or any portion thereof by virtue of any presumption right, if so state what you know on the subject
(Not objected to by Comptroller)

Ans There was an application made by a Norwegian Woman a Mrs Anderson, I believe, who claimed by virtue of improvements, she claimed to own upon the lot, My impression is that some other claim was made by another person, I think Jeremiah Sullivan, there was a presumption allowed to Mrs Anderson, I think the papers would show, I have forgotten the particulars, the other claim was not allowed

5 What was the nature of the other claim of which you have spoken, and upon what ground was the claim made or how extensive was it.

Ans When the question of presumption claims was up, Sullivan spoke to me about his claim (I know Lot 5 or 6 I am not certain which, I am pretty sure it was Lot 6.) I requested him to make a written statement of his claim and he did so, I don't remember whether he made it under oath or not, I think it likely enough he did as that was the custom, and he made out his claim and submitted it, and I remember that by his claim or

Statement he was not entitled to the lot. That he had already disposed of his claim, Sullivan claimed no more than one lot -

6) When and where was it that these claims were made and during what time, were the Board of Trustees having any adjudicating upon these claims for preemptions in the Block?

Ans These claims were made all along for two or three years previous to July A D 1853. The claims were made in the first instance to myself at my Office in Chicago, likely at 177 Lake Street, the papers were in the first instance filed with me setting forth the nature of the claim - After the claims had been filed Joel Manning & myself by order of the Board appointed a time at my office in Chicago when the claimants should come forward with proofs to substantiate their claims - They generally came forward and the testimony was taken down in writing, at that time there was considerable contest among the claimants as to which was entitled to the lot. At that time I don't remember whether Mr Sullivan came forward to prove his claim or not - My impression is that we gave notice through the papers to the claimants to come forward and prove their claims. There was ample notice given in some way, The claimants were not heard all at one sitting but in different days and at

different times. Some times were adjourned to give the parties a chance to produce their Evidence. They may have all been heard within one year, perhaps within six months after the testimony had been all taken, and before the Board took action. The opinion of Judge Stephen Dickey of Ottawa was taken and the State Trustee Mr Roberts and Col Manning were also consulted as to which were entitled to Pre-emption claims under the proof and the law. The decision was made in writing by these parties I think and the Board of Trustees I think concurred with them.

7 Was any claim made to this lot or any portion thereof by the complainant Margaret Lane or any one in her behalf

Ans I don't remember that there was. There might have been I have no remembrance of this Margaret Lane - There were many claimants to different lots -

8 Did any person claim a portion or an undivided share or interest in the lot.

Ans I have no remembrance of any thing of that kind I think not -

9 What was the practice of the Board in allowing

Claims and issuing certificates, when there were different claimants - claiming not the whole of the lot separately, but a portion or undivided share or interest in the lot

Ans They followed the Genl Government plan. They issued the certificate jointly to all the claimants entitled to preemption under the decision.

"The answer foregoing objected to by complainant's solicitor Mr Perkins as being irrelevant and secondary. (And was Ex marked) brought & submitted before me
this 2^d day of December 1858 } E. Prescott
B. W. Puffer }

Master in Chancery looks less

2^d Deposition of John W. Redzia

1 What is your name age occupation and residence and do you know the parties to this suit

Ans My name is John W. Redzia. I am 42 years of age am an Attorney and Counsellor at law, and reside in Chicago. I don't know the complainant. I am acquainted with the defendants

2 Do you know the property in controversy in this suit - described as lot No 6 in Block No 7 in the Original Town of Chicago, if so how long have you known it

Ans I do know the property. have known it for about
ten years I should judge

3 During the time you have known the lot what improve-
ments of any have been upon it, state the situation
and condition of the lot, generally so far as you know

Ans During this time Mrs Anderson had a row of
shanties or tenements on the North End of the lot
there has been a ~~small~~ frame house on the North
East Corner of the lot occupied by the Crane family
The balance of the lot was covered by some seven or
eight shanties until within a recent period, until
since the purchase by the defendant Williams
from the Canal Trustees.

4 During this time had the lot or any portion of it been
enclosed by a fence to your knowledge and if
so what portion.

Ans I have no recollection of ever seeing any fence on
any part of the lot, and my opinion is there has
been none since my recollection of the lot, that is
my recollection, I think there was a row of slits
or ends of posts where a fence had been running
between Mrs Andersons house and the Crane -

5 Were you any knowledge of the defendant John Mc

90
87

Williams having purchased of the Andersons the preemption right to the lot, state what you know on the subject.

Ans Well I do know of John W. Williams having purchased the Preemption right of the Andersons to the lot what Anderson claimed to be his Preemption right and the right of the heirs of Pined Anderson, We paid therefor the sum of Eleven hundred dollars paid the Canal payments on the whole lot to the Trustees since the purchase of their right which amounted to Eighteen hundred dollars, and agreed to give them the East fourth of the lot free from all charges, I know these facts from my having been the Attorney of the Andersons in proving up their preemption right to the lot, and also in the sale of the lot

6 After Williams had made the purchase of the Andersons and obtained his certificate of the Canal Trustees do you know of his taking any measures to get possession of the property and particularly that part occupied by the Lorne family

Ans Previous to the commencement of the Ejectment suits brought by Williams to obtain possession of this property, I went with him to the premises for the purpose of notifying the persons in possession to

vacate the same. We called at all the tenements on the lot, and received a promise from all the occupants to vacate immediately. In regard to the portion occupied by the Lorne family, we called at the door of the house and saw an Elderly Lady Mrs Lorne, and I think two or three other members of her family were present. Mr Williams requested them as the others, to vacate the premises and received the promise of Mrs Lorne that they should be vacated within a week or ten days without fail

Q Do you know whether or not the Lornes did vacate according to the promise you here mentioned. State what you know on the subject

Ans They did not vacate within the time promised, nor until after the copy of a Declaration in Ejectment was served on Mrs Lorne. Shortly after the service of the copy of declaration, the premises were vacated and remained vacant some considerable time. My reason for stating that they were vacant is that I observed that no one was living in the house. I looked through the windows and saw no furniture or property and I know that the Lornes lived in a house on the other side of the street

Q At the time Williams requested Mrs Lorne to vacate

5
91
88
the premises, when he promised to leave as you have before stated was any thing said or done by the other persons present: if so what

Ans Nothing was said in opposition to Mr Williams right to the ^{possession of the} premises, and my impression is that they acquiesced in the agreement to leave the premises.

Ques. Ex

1 X Be kind enough to state the exact day or as near as you possibly can when you called with the Mr Williams at that house

Ans I can't state the precise day or month, I know it was in the summer time, warm weather, and I should think two or three weeks though it may have been more prior to the commencement of the Ejectment suit. Upon Examining the papers in this cause, I am satisfied that it was two or three months before the commencement of the Ejectment suit or not far from the first of August. The Ejectment suits were commenced on the 3^d November by service of Copy of Declaration and I find by Examining the papers,

Ques Are you acquainted with the Compt^{ess} Marguerite Lerane.

Ans I don't think I am, do not know whether I have seen her

92 Q. State as particularly as you can or the more the several persons present when you called at the house

Ans There was present Mrs Crane, and I think two or three men or lads, I don't know that day more all grown men, I can't give the names of any, unless Mr O'Connor and as to that I am not certain but I supposed them to be members of Mrs Cranes family with the exception of Mr O'Connor and I have stated that I am not certain as to him, I have been over there frequently and sometimes seen Mr O'Connor there whether on that occasion or not I can't state

47 In reference to the time when you say you looked in at the window what window or windows did you look in at

Ans I think I looked in at a window from the street front and from a window in the north side, do not know whether I looked through any other windows or whether there - any other windows -

57 Was this inspection of the interior of the house about the 6th Nov or when was it specify as near as you can

Ans I should think it was some time after the 6th of November, how long after I can't state, I should

6

893

Judge Thomas from after Mrs Lorraine named out of
the house

Qx State whether on that occasion you tried the door of
the house

Ans I did not, don't know whether it was locked or unlocked
or not

Qx State whether you did not see at the time you looked
in, a stove a Table a Bed, Bed Cloths and a
large Chest, or a chest?

Ans I saw nothing of the kind nor any of them. I thought
the house was as empty as a barn. If there were
separate rooms or compartments of which I have no
knowledge there might have been articles of property
in Bed rooms or rooms of that kind if the doors
were closed and I not have seen them

Qx Of how many stories did the house consist?

Ans It is my recollection that it was a single story

Qx You then looked in at all the windows of the ground floor

Ans Yes, I know of no other

94 104 And you looked in at all the mounds on the front
and side

Ans Yes ~

114 In reference to a fence separating the possession of
the Comp^{ts} from that of Mrs Anderson was kind
enough to reconsider and state whether there was
not a fence actually and plainly standing from
about the year 1857. Continuously down for several
years embracing a portion of the time during which
the Comp^{ts} occupied the premises in dispute

Ans I have been reflecting carefully upon the subject of
the question, and my impression is that there was
a fence between the houses of Mrs Anderson and
that occupied by the boranes during some portion of
the past ten years, my reason for thinking so is that
it seems to me that I used to pass through an alley
or lane formed by Mrs Anderson's house on the one
side and fence on the other. There has been no
fence of late years and I can't tell the time when
it disappeared, can't state whether there has been
a fence since the year 1857, I can't state whether
Mrs borane occupied the house on the North East
corner of the lot during the time this fence stood
on the lot, or not

7
\$ 127 Of the Eleven hundred dollars which Mrs Anderson
was to receive from Mr Williams, did not you re-
ceive the sum of \$ 500 for making the bargain

Ans I received the sum of \$ 500 but not alone for making
the bargain, I was in Compensation for a number
of years services as Attorney in this and other matters
and for hunting up and getting in form the requisite
testimony for getting a preemption for the lot in question
for long and troublesome proceedings in obtaining
power to sell the right of infant heirs to this property
and making the title to the same proceeding a
purchaser to buy the same and for agency and
Commissions in selling the lot

137 Have you now any interest in the subject matter
of this suit or its result

Ans I have none whatever

Done to & subscribed before
me this 9th day of June 1859 J. S. Redzie
S. S. P. Greer
Master in Chancery

No point was made as to the legality or sufficiency of the
Oath, at the hearing. - No objection to it was urged

J. George Maniere, Judge of yth
Judicial Circuit Illinois, do hereby certify that the
 foregoing depositions, admissions and papers above men-
tioned were read in Evidence at the hearing of the
above Entitled cause, without objection on either side

Chicago April 14 60
George Maniere, Judge of yth
Judicial Circuit Ill

Aid of Attorneys, to-wit: on the seventeenth day of
April A.D. 1860, the said defendant filed in
said Court his certain Appeal Bond in said Cause
which is in the words and figures following, to-wit:

Know all men by these presents, that we John Mc
Williams and Wright P. Williams of Chicago
State of Illinois are firmly held and justly bound
unto Margaret Moran of the same place in the
penal sum of One hundred dollars, which sum will
and truly to be paid, we said ourselves, our heirs &
Executors administrators and assigns,

Witness our hands and seals this seventeenth day of
April A.D. 1860,

The condition of the above obli-
gation is such that whereas a decree has been this day
rendered against the above bounden John Mc Williams
in a certain suit before the Cook County Circuit Court
in the Chancery side thereof, wherein the said

Margaret Crean was complainant and the
 said John Mc. Williams was defendant and
 whereas the said John Mc. Williams intends to take
 an appeal for said decree of said Cook County Circuit
 Court, to the Supreme Court; It is therefore of the
 said John Mc. Williams shall duly prosecute said
 appeal and in case said decree shall be affir-
 med shall pay the judgment, costs, interest and
 damages in said suit sustained then and in that
 case these presents shall be null and void other-
 wise to remain in full force and effect

John Mc. Williams
 Wm Wright Williams Seal

I, WILLIAM L. CHURCH, Clerk of the Circuit Court of Cook County, in the
 State aforesaid, do hereby certify, the above and foregoing, to be a true, perfect and
 complete copy of the Original & Answered bill Answer, Replication final
Decree, Certificate of Evidence, ^{& appeal bond} in a certain cause lately pending in said Court
 on the Chancery side thereof, wherein Margaret
Crean was Complainant — and John
Mc Williams was Defendant.

In Witness Whereof, I have hereunto set my hand,
 and affixed the Seal of said Court at Chicago, this
Eighteenth day of April
 A. D. 1860

Wm L. Church Clerk.

Per 214⁵⁰ Paid by soft sale.

John McWilliams

Margaret Crane
vs
Crane

Filed April 19, 1860

J. Williams
Clerk

\$5. 75. CR.

Supreme Court.
John McWilliams
appellant
vs
Margaret Crane
appellee

and now comes the said John McWilliams app-
pellant and says that in the record and proceedings
above said and in the rendering of the decree of one said
there is manifest error in this

1st The proofs do not show any right in the
Complainant below to the Equitable interest
said for. and granted by the Court below

2nd The decree rendered by the Court below
was not warranted by the Evidence on
the case

3rd The Court below should have dismissed
the bill of Complaint. upon the facts
made by the Pleadings and proofs

Forwell Smith & Thomas
attys for Appellant

and the said appellee says there is no error in
the foregoing record and decree in manner
and form as the said appellant hath
above alleged

George Thomas Robert
for appellee