

No. 14339

Supreme Court of Illinois

Loomis

vs.

Loomis

71641  7

STATE OF ILLINOIS.

SUPREME COURT.

Third Grand Division.

321
No. 45.

14339

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James

vs

Leemis

United States of America
State of Illinois, Cook County } Es.

Pleas before the Honorable the Judges of Superior Court of Chicago, within and for the County of Cook and State of Illinois, at a regular Term of said Superior Court, of Chicago, begun and holden at the Court House in the City of Chicago in said County and State on the first Monday being the fifth day of December in the year of our Lord one thousand eight hundred and fifty nine and of the Independence of the United States of America the Eighty fourth.

Present Bro Am: John W. Wilson . . . Chief Justice
of Superior Court of Chicago.

Van H. Higgins and Grant Goodrich . . . Judges

Charles Haven Prosecuting Attorney

John Gray Sheriff of Cook County.

Attest

Walter Kimball, Clerk.

Be it remembered that heretofore to wit on the Twenty seventh day of December in the year of our Lord one thousand eight hundred and fifty six, came Meland Somis, Complainant by and under the hand of Wm H. Higgins his Solicitor, and filed in the Office of the Clerk of the Court of the County Court of Common Pleas (now the Superior Court of Chicago) in and for the County of Cook and State aforesaid, his certain Bill of Complaint, in the Chancery side thereof, against Allen Somis, Defendant, which said Bill of Complaint with the Process or Summons, thereto annexed, is in the words and figures following, to wit.

"State of Illinois)
 County of Cook } P.

In the Cook County Court of Common Pleas.
 To the February Term A. D. 1854.

To the Honorable John K. Wilson Judge of the Cook
 County Court of Common Pleas.

Humbly Complaining sheweth unto your Honor your Orator
 Meland Tormis a resident of the Town of Suffield in the State
 of Connecticut That on or about the Twentieth day of April in
 the year of our Lord one thousand eight hundred and fifty three
 (1853) one Allen Tormis, also a Resident of said State of
 Connecticut, (who your Orator prays may be made a party
 Defendant to this your Orators Bill of Complaint) proposed to your
 Orator to join him the said Defendant in the purchase of an
 undivided half part of the following described Lots or Parcels of
 Land situate lying and being in the County of Cook in the State
 of Illinois, to wit, Lots numbered Thirteen (13) Fourteen (14)
 Fifteen (15) Sixteen (16) Seventeen (17) Eighteen (18) and Nineteen
 (19) in Block Number Four (4) in Port Carriere Addition
 to the City of Chicago in said County of Cook aforesaid. and for
 the purpose of inducing your Orator to accept his proposition and
 to join him the said Defendant in the purchase of the one half
 of said lots or parcels of Land represented unto your Orator

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that one Matthew Saffin of the said City of Chicago had offered to him the said Defendant one half of said Lots on condition that he the said Defendant would furnish and advance the whole of the purchase money therefor amounting to about the sum of Seven thousand dollars and for one half of the money he furnished and advanced receive the Notes of the said Matthew Saffin, bearing interest at the rate of Eight per Cent per annum - said money to be paid in four equal payments - One fourth Cash in hand and the balance in one, two and three years. And for a further inducement to your Orator to join said Defendant in the purchase of said property, said Defendant represented unto your Orator, the said property was very valuable, and that the value of the same was rapidly increasing. that the offer of the said Matthew Saffin was very liberal and advantageous - that a large amount of money would be realized from said purchase, by the rise of the value thereof And that he the said Defendant was very desirous of accepting the proposition of said Saffin and of purchasing upon the terms proposed by him one half of said property, but that he was unable to advance all the money required for that purpose so as to avail himself of said Saffin's proposition and the opportunity for making said purchase would be lost unless your Orator would join with him the said Defendant in making the same and advance one half of the money required for that purpose, and take one half of the interest to wit, one undivided one fourth part of the said Lots and premises

And your Orator further shows unto your Honor that he confiding in the Statements and representations of the said

Defendant, and fully expecting that the said Defendant being a brother of your Orator, would deal honestly and fairly by your Orator in relation to said property, and persuaded by the ~~to~~ representations of the said Defendant as to the present and prospective value of said Lots or Parcels of land, and by a regard for the interests and wishes of the said Defendant, as well as the interests and gains of your Orator, accepted the proposition of the said Defendant so made as aforesaid, and then and there agreed with the said Defendant to make the advances of money requested by him, that is to say, One half of the whole purchase money of said Lots or parcels of land, at the several times when the same should become due and payable, according to the terms of the purchase thereof, as stated in the proposition of the said Matthew Saffin to the said Defendant. And it was then and during the conversation aforesaid expressly agreed between your Orator and the said Defendant that they would together accept the offer made by the said Matthew Saffin to the said Defendant, and would together purchase one half of the said Lots or parcels of Land upon the terms of said proposition as hereinbefore stated. And your Orator then authorized the said Defendant to accept the proposition of the said Saffin and to hold your Orator responsible for one Equal half part of the money to be paid thereon.

And your Orator further shews unto your Honor, that the said Defendant did thereupon conclude an agreement with the said Matthew Saffin for the purchase of one half of said Lots or Parcels of Land and accepted the proposition of the said Saffin, as stated to your Orator by the said Defendant, and hereinbefore recited, and then called upon your Orator

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for the payment of the one half of the Cash payment to be made upon said purchase according to the terms of said agreement between your Orator and the said Defendant. And your Orator did thereupon and at the request of the said Defendant, and in pursuance of the agreement aforesaid pay over to said Defendant, one half of said first payment, being the full sum of Three hundred dollars (\$300) and at the time of the payment of said money to the said Defendant, the said Defendant gave to your Orator a receipt therefor and a Memorandum of the agreement between your Orator and the said Defendant, in the words and figures following, to wit:

"Suffield 24th May 1852. Recd of Melana Lomis, Three hundred dollars, which I do agree to get Matthew Saffin's Note of Chicago for the same amount - drawing 8 per Cent interest annually - This money is calculated to be turned in towards the seven lots that M. Saffin has purchased in Chicago, which cost seven thousand dollars, which the said Saffin has agreed that the said Melana shall have $\frac{1}{4}$ of the lots at first cost - said M. Lomis is to have another $\frac{1}{4}$ of the same lots. Which the said Allen and Melana are to be equal owners, the whole affair in loss and gain

(Signed) Allen Lomis."

And your Orator expressly states and charges that the said sum of Three hundred dollars in said receipt and Memorandum mentioned, was paid by your Orator to the said Defendant, as a part of the purchase money of the said Lots or parcels of Land and upon the understanding and agreement between your Orator

7 and the said Defendant surrendered said, and as one half of the first payment to be made upon the same, according to the said understanding and agreement and that the "Five lots" mentioned in the said receipt and Memorandum, are and were the same. Lots or parcels of land, which the said Defendant and your Orator were jointly interested in the purchase of from the said Matthew Saffin by virtue of the Agreement aforesaid and were and are the same lots numbered Thirteen (13) Fourteen (14) Fifteen (15) Sixteen (16) Seventeen (17) Eighteen (18) and Nineteen (19) in Block Number Four (4) of Post Pearsons Addition to the City of Chicago, in Cook County, Illinois.

That your Orator further represents and shows unto your Honor that afterwards in the month of August A. D. 1852 some disagreement arose between your Orator and the said Defendant in relation to the settlement of their business transactions, and the division of their property owned by them in common, which resulted in the total estrangement of the said Defendant from your Orator, so that the said Defendant has since that time wholly refused to hold any conversation with your Orator, and has as your Orator believes sought opportunities to harass and annoy your Orator, and to hinder and delay your Orator in the recovery of his just rights.

And your Orator expressly charges the fact to be that in pursuance of this intention and for the purpose of annoying your Orator, and depriving him, if possible, of his equal portion of that part of said lots or parcels of land, so purchased of the said Matthew Saffin as aforesaid, the said Defendant, very soon after the occurrence of the difficulty between him and your

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Orator as aforesaid, and early in the autumn of the year One thousand eight hundred and fifty two came to the City of Chicago and by means of representations and promises made by him to the said Matthew Laflin, persuaded the said Laflin to make Deeds and deliver to him the said Defendant a Deed of an Undivided one half part of the said lots or parcels of land above described and procured said Deed to be made executed and delivered to him, which deed vested in the said Defendant alone, the full legal title to all that portion of said lots or parcels of land which, by virtue of the agreement aforesaid, and according to the tenor and effect of the said receipt & Memorandum hereinafter recited, the said Defendant and your Orator were to purchase together, and upon which purchase your Orator had advanced the said sum of Nine hundred dollars in said receipt mentioned, all of which was done and procured by the said Defendant, as your Orator charges and insists for the purpose of injuring and defrauding your Orator and depriving him of his equal one fourth part of said Lots or parcels of land and of the gains and profits that would result from the ownership of the same to your Orator and that said conveyance of the one half of said lots was made to the said Defendant alone, without the knowledge, consent or permission of your Orator, and without any return of the Nine hundred dollars so advanced by your Orator as a part of the purchase money of said Lots as aforesaid, by the said Defendant, and without any offer on the part of the said Defendant, or any other person for him to return the same or in any manner refund or pay to your Orator the said sum of Nine hundred

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dollars so advanced to him on said lots as aforesaid

And your Orator further shows unto your Honor, that at the time of the making of said Deed by the said Matthew Saffin to the said defendant, the said Matthew Saffin presented to the said defendant a Bond for the conveyance of one undivided one fourth ($\frac{1}{4}$) of said Lots or Parcels of Land to your Orator upon your Orator complying with the condition of said Bond, said Condition being the same in substance and Effect as the agreement made between your Orator and the said defendant as herein before recited, and requested the said Defendant to execute the same and that the said Defendant did thereupon take said Bond from the said Saffin with the provisions and agreement then and there by him made to the said Saffin. That he the said Defendant would arrange all of said matters with your Orator according to the terms of the agreement between your Orator and the said Defendant. And your Orator expressly charges the fact to be that the said Defendant procured said Deed from the said Saffin by representing himself ready and willing and by expressly undertaking to perform his agreement with your Orator according to the true intent and meaning thereof, and according to the strict interpretation of said receipt and Memorandum, and that the legal title thus acquired is still in the said Defendant alone.

And your Orator further states and shows unto your Honor that according to the terms of the said agreement between your Orator and the said Defendant, the said Defendant was to transact all the business necessary to be transacted for the procuring of said lots, and to call upon your Orator for his portion of the purchase money thereof, so the same should become

due and payable and that your Orator was to have no further trouble with the said purchase, than would arise from the payment of one half of the purchase money as aforesaid. And your Orator expressly charges and insists that the said Defendant by virtue of his agreement with your Orator so made as aforesaid was a partner of your Orator in the said purchase and that the Deed received by him in his own name being of Partnership property, was taken by him for the benefit of your Orator and the said Defendant equally, or that he the said Defendant was as to the one undivided fourth part of said purchase, acting as the Agent of your Orator and therefore as to the said one fourth of said Lots was and now is the Trustee of your Orator and received the Conveyances thereof to himself for the use and benefit of your Orator.

And your Orator further charges and insists that at the time said Deed was made by the said Matthew Saffin to the said Defendant your Orator had paid his full and equal proportion of the purchase money of said Lots, according to the terms and conditions of his said agreement with the said Defendant - that the said Defendant received said Deed sometime in the fall of the year one thousand eight hundred and fifty two and that only one payment of \$1800 had been made thereon up to that time of which your Orator paid an equal half part to the said Defendant, it being the same money mentioned in the receipt of the said Defendant hereinbefore set forth and that no other payment became due upon said Land according to the understanding of your Orator from the said Defendant until the Spring of the year

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one thousand eight hundred & fifty three (1853) that your Orator had ever been ready and willing to pay his proportionate part of the balance of the purchase money for said Lots and parcels of land as the same should become due and payable, but that the said Defendant has never called upon your Orator for the same or any part thereof, or tendered to your Orator any Bond or Deed or other obligation for said one fourth of said Land or offered to return to your Orator the nine hundred dollars so paid to him on account of said Lots or parcels of Land as aforesaid. But on the contrary thereof has from the time of the procuring of said Deed from the said Matthew Laflin as aforesaid for the one half of said Lots, - continuously and studiously avoided your Orator and refused to hold any conversation with your Orator in respect of the same or to transact any business with your Orator whatever.

And your Orator further represents and shows unto your Honor that on or about the Fifth day of May A. D. 1856 your Orator called upon the said Defendant and demanded of him the Bond made out for your Orator by the said Matthew Laflin at the time the Deed was executed & delivered to the said Defendant by the said Laflin as heretofore stated - or payment for the same. But that the said Defendant made no reply to the demand of your Orator and refused to have any conversation with or give any explanation to your Orator concerning the said Bond or concerning your Orator's interest in said property, and only insulted your Orator and immediately left the presence of your Orator, giving your Orator no satisfaction or information whatever.

And your Orator had well hoped that no dispute would have arisen touching the Conveyance of the said Lots or Parcels of

Land and concerning your Orator interest therein, but that the said Defendant would have complied with the reasonable request of your Orator and with the agreement made by him with your Orator as hereinbefore stated, and given to your Orator an opportunity to perform his part of said agreement and to receive the full benefit thereof as in conscience and equity he ought to have done.

But now so it is may it please your Honor that the said Defendant continuing and confederating with divers persons at present unknown to your Orator whose names when discovered your Orator prays he may be at liberty to insert herein with appropriate words to charge them as parties Defendants hereto and continuing how to wrong and injure your Orator in the premises, the said Defendant absolutely refused to comply with due request or to give your Orator any satisfaction or explanation in respect to the said property or to pay your Orator any portion of the money advanced by him on account of said property to the said Defendant and he at times pretends as your Orator is informed and believes that he has requested your Orator to pay his one half of the purchase money of said Lots or parcels of Land and that your Orator has refused to pay the same. At other times that your Orator has heretofore repudiated the agreement made between your Orator and the said Defendant, and renounced all claim to said Lots of Land under the same, and at other times that the payment of all the money for the one half of said Lots, was a condition precedent to your Orator's right to a conveyance of any portion of said Land, and that if your Orator made default in the payment of any portion of the money to be advanced by him he forfeited all right under said

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with the said Defendant, and that as your Orator has paid only the
 one half of the first payment upon said Lots he was therefore not
 entitled to any interest in said Lots and forfeited all claim under said
 agreement. Whereas your Orator charges the contrary thereof to be the
 truth and that he has ever been ready and willing to perform his
 part of said Agreement so made with the said Defendant as afore
 said, and is still ready and willing to perform the same, and hereby
 expressly offers to do as this Honorable Court shall direct, that
 your Orator has always claimed the undivided one fourth part of the
 said Lots and Parcels of Land according to the terms of the Receipt
 and Memorandum hereinbefore recited and has ever been and still
 is prepared to make payment therefor according to the agreement and
 understanding between your Orator and the said Defendant, and
 has never in any way refused to make said payments or revoked or
 annulled said agreement, or renounced the benefits of said agreement,
 that it was the duty of the said Defendant to inform your Orator
 of the time when said payments became due and payable, and as
 the agent of your Orator to call upon your Orator for his proportion
 thereof, and that no default or forfeiture could be made or suffered
 by your Orator until such notification and request from said
 Defendant,

All which actions wrongs and injuries of the said Defendant
 are contrary to Equity and good conscience and tend to the manifest
 wrong injury and oppression of your Orator in the premises.

In consideration whereof and inasmuch as your Orator is
 entirely remediless in the premises according to the strict rules of the
 Common Law, and can only have relief in a Court of Equity where
 matters of this nature are properly cognizable and relivable.

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To the end therefore that the said Defendant and the rest of the Confederates when discovered may (the oath of the said Defendant and his Confederates being hereby expressly waived) fully true direct and perfect answer make to all and singular the matters and things hereinbefore stated and charged as fully and particularly in every respect as if the same were here again repeated and they thereunto particularly interrogated And that not only as to the best of their respective knowledge & remembrance, but also as to the best of their general & respective information hearsay and belief And more especially that they may answer and set forth whether the said Defendant did or not make the proposition to your Orator to become the purchaser of one fourth of the said Lots or Parcels of Land upon the terms herein before set forth.

Whether your Orator did not accept the said proposition and pay to the said Defendant the said sum of Nine hundred dollars in the said receipt and Memorandum mentioned, and if the same was not paid to him as a part of the purchase money of said Lots, and upon what account and for what purpose the same was paid to the said Defendant by your Orator.

Whether the said Defendant did not afterwards obtain a Deed for one half of said Lots of Land from the said Matthew Saffin,

Whether the said Matthew Saffin did not at the time of the delivery of said Deed present to the said Defendant a Bond or some other obligation in writing to be signed by the said Defendant for the conveyance of one half of the interest in said Lots conveyed to him, to your Orator, and

Whether the said Defendant did not then and there promise to

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arrange the business with your Orator, according to the understanding and agreement between them.

Whether said Deed was executed & delivered by the said Captain to the said Defendants, and how many payments had been made upon said Lots or parcels of Land at the time of the execution and delivery of said Deed, and

Whether your Orator had not up to the time of the execution and delivery of said Deed paid his full proportion of the purchase money of said Lots according to the terms of the understanding and agreement with your Orator and the said Defendant.

Whether the said sum of Nine hundred dollars paid by your Orator to the said Defendant on the 24th day of May A.D. 1857 was not paid as a part of the purchase money of said Lots and if the said money or any part thereof was ever refunded or in any way secured to your Orator or ever offered to be returned to your Orator by the said Defendant or by any person acting for or on the behalf of said Defendant. and

Whether it was not at the time of the payment of said money mutually agreed by and between the said Defendant and your Orator, that they should be partners in said purchase and share equally in all the profits or losses incident to and growing out of the purchase of one half of said Lots or parcels of Land.

And that the said Defendant may expressly and fully state what terms of the agreement between him and your Orator were at the time said money was paid to said Defendant by your Orator, &

Whether your Orator did not on or about the fifth day of May in the year one thousand eight hundred and fifty six, demand of the said Defendant a Bond, or some obligation for the one fourth

part of said lots or parcels of land, and

Whether the said Defendant did not then decline to have any conversation with your Orator in respect to said Lots - and

Whether the said "Seven lots" mentioned in the Receipt and Memorandum herinbefore recited are not the same lots above described as lots 13, 14, 15, 16, 17, 18 & 19 in Block 41 of the First Dearborn Addition to the City of Chicago, and the same lots or parcels of Land - One half of which was in the fall of the year One thousand eight hundred and fifty two conveyed by the said Matthew Laflin to the said Defendant, and

Whether the same have ever been conveyed by the said Defendant to any person or persons, and

Whether the said Defendant did not transact the business pertaining to said Lots, for the mutual benefit and advantage of himself and your Orator, and accept the proposition of the said Matthew Laflin in the name of your Orator as well as of the said Defendant - and

Whether he did not at the time of taking said Deed from the said Matthew Laflin as herinbefore set forth promise and agree to adjust the matter with your Orator according to the terms of his agreement with your Orator as herinbefore recited and

Whether he has ever made any and what settlement with your Orator in respect of the same.

And that the said Defendant may come to a fair and just account with your Orator in respect to said Lots or Parcels of Land and that the exact amount due thereon from your Orator, according to the agreement between your Orator and the said defendant

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may be ascertained in such manner as this Court shall direct and that upon the payment of the same (and which your Orator hereby offers to bring into Court when so ascertained, or to pay the same to said Defendant as this Court may order or direct) by your Orator to the said Defendant, the said Defendant and your Orator may be decreed by this Honorable Court to be equally interested in the one half of said Lots conveyed by the said Matthew Gaffin to the said Defendant as aforesaid and that the said Defendant may be ordered and decreed by this Honorable Court to convey to your orator one undivided fourth part of said Lots or parcels of Land upon the payment of whatever sum of money may be found due therefor from your Orator according to the agreement of your Orator with the said Defendant as aforesaid and that a Commissioner may be appointed by the Court to make such conveyance upon the neglect or refusal of the said Defendant to make the same and that said Defendant may be decreed to be a Trustee of your Orator in the one fourth part of said Lots, and to hold the legal title to the same for the use and benefit of your Orator, or as a security for the payment of whatever sum of money may be found to be due thereon from your Orator, or in case the said Defendant has sold said Lots that he may be decreed to account with your Orator for the moneys received therefor, and to pay to your Orator one half of the same deducting therefrom the amount still due from your orator on the purchase thereof as aforesaid.

And that your Orator may have such other and further relief in the premises as to your Honor shall seem meet and shall be agreeable to Equity and good Conscience.

May it please your Honor to grant unto your Orator

The People's Writ of Summons of the State of Illinois issuing out of and under the Seal of this Honorable Court to be directed to the said Allen Loomis (and the rest of the confederates when discovered) thereby commanding them and every of them at a certain day and under a certain penalty therein to be specified to be and appear before your Honor in this Honorable Court and then and there to answer all and singular the premises and to stand to perform and abide such order and decree therein as to your Honor shall seem meet. And your Oath shall ever first.

Wm H. Higgins }
 Comptrolr Solr }

Nelanda Loomis
 by Wm H. Higgins his Atty."

"State of Illinois }
 County of Cook } S.

Matthew Laffin being first duly sworn deposes and says that Allen Loomis, the Defendant in the foregoing Bill of Complaint named, is not a resident of the State of Illinois, but as this affair is informed resides in the State of Connecticut & further saith not.

Subscribed and sworn to }
 before me this 26th day of }
 December 1856 }

Matthew Laffin."

John P. Ferry }
 Notary Public }



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And thereupon on the said twenty seventh day of December A. D. Eighteen hundred and fifty six there issued out of and under the Seal of said Court, on the Chancery side thereof, Process Writ of Summons which said Summons with the Sheriffs return thereon endorsed, is in the words and figures following, to wit,

"State of Illinois
County of Cook } &

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

We command you that you summon Algeo Loomis, if he shall be found in your County personally to be and appear before the Cook County Court of Common Pleas for the County of Cook, on the first day of the term thereof, to be holden at the Court House in the City of Chicago in said County on the first Monday of February next to answer unto Meland Loomis in his certain Bill of Complaint, filed in the said Court in the Chancery side thereof.

And have you then and there this Writ with an endorsement thereon in what manner you shall have presented the same

Witness Walter Kimball, Clerk of our said Court and
the Seal thereof at the City of Chicago aforesaid this 27th
day of December A. D. 1856.

Walter Kimball, Clerk."

"The within named Defendant not found in my County the
26th day of January 1857.

John L. Wilson, Sheriff."

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And afterwards to wit on the third day of February in the year of our Lord one thousand eight hundred and fifty seven, the following proceedings were had in said cause and entered of Record in said Court, to wit,

State of Illinois

City County Court of Common Pleas,

Nelaud Lomis . . . Complainant

— (u) —

Allen Lomis . . . Defendant

In Equity.

The Answer of Allen Lomis of the Town of Suffield in the County of Merford in the State of Connecticut, to the Bill of Complaint of Nelaud Lomis of said Town of Suffield in the State and County aforesaid.

And therein the said Defendant reserving to himself all rights of Exception to the said Bill of Complaint, for answer thereto, or to such parts thereof as he is advised is material for him to make answer unto, answering says.

That in the early part of the year 1869 a certain parcel of land then belonging to G. M. Rice, being lots now known as Nos 13, 14, 15, 16, 17, 18 & 19 in Block A in First Dearborn Addition to the City of Chicago in the State of Illinois & described in the Complainant's Bill, was for sale; and that Matthew Taffin then and now of said City of Chicago had, as this Defendant was then advised, contracted for the purchase of said parcel of Land at once for the price of Seven thousand dollars payable as follows; one fourth part of said price payable

presently or at an early day one fourth thereof on the 1st day of May 1853 - one fourth thereof on the 1st day of May 1854 & one fourth thereof on the 1st day of May 1855 all with interest at the rate of Seven per Cent annually.

And this defendant further answering says, that the said Matthew Gaffin being a friend of this Defendant & being jointly interested with him in other adventures in real Estate in said City of Chicago, proposed to this Defendant to join him said Gaffin in the purchase of the premises above described and represented to this defendant that Real Estate was rapidly appreciating in value in said City of Chicago and that said purchase would in the end prove a profitable adventure to all who should be concerned therein, and the said Matthew Gaffin then offered to this Defendant the opportunity of taking one equal one half of said parcel of land for one half the consideration and price above expressed, viz. for the price of Thirty five hundred dollars & provided this Defendant would not only furnish his own moiety of the money necessary for making the payments above expressed as the same might from time to time become due, but would also advance the said Gaffin's moiety thereof on loan to him the said Gaffin with interest at the rate of Eight per Cent per annum, and not call on said Gaffin for the repayment of said loan until said several payments for said Gaffin's purchase should have been all completed. And this defendant says that he accepted said overture of the said Gaffin and agreed to join him in the purchase of said parcel of land upon the terms proposed by him as above set forth, and to furnish

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said Saffin with all the money required for said payments, as the same might respectively become due.

And this Defendant further answering says that having entered into said engagements with said Saffin as hereinafore set forth he found that in consequence of numerous other business operations which he then had in hand, it might be inconvenient for him to furnish the money required for said accruing payments and inconvenient to assume the whole of said debt. He therefore as early as the month of March or April in the year 1852 stated the facts hereinafore recited to said Complainant and proposed to the said Complainant that he might share equally with this Defendant in said proposed adventure or in other words that this Defendant would secure to the Complainant an undivided one fourth interest in said parcel of Land, provided the Complainant would advance to said Saffin the money necessary for making his moiety of said payment, as this Defendant had agreed to do at 8 per cent interest, and would furnish and pay one fourth part of the money for each of said payments on his the Complainant's account, and would advance the remaining one fourth thereof, on account of this Defendant for temporary loan to him, if there required by this Defendant.

And this Defendant says that he endeavored to persuade and induce said Complainant to join him in said adventure on the terms above stated and represented that the same would some day prove profitable and that the Complainant at one time gave assurances that he would unite in this adventure and that thereupon this Defendant informed said Saffin that said Complainant was intending to become a party with the defendant

is paid purchase.

And this Defendant further answering says that some time in the Month of May 1850, the precise day he is unable to state, he called on the Complainant for the purpose of closing said arrangement with him, and of raising from the Complainant the money then becoming due for said first payment, but said Complainant was then undecided and was unwilling then to pledge himself to said adventure And this Defendant thereupon endeavored to borrow of the Complainant the whole amount of said first payment, and was unable to do so, but succeeding in obtaining and did obtain from the Complainant for the purpose of enabling himself to make said first payment the sum of Nine hundred dollars with the understanding & agreement that the Complainant might and in all probability would join the Defendant in said adventure on the terms proposed in which case he was to advance the further sum of \$975 for said first payment or if he should conclude not to unite in said adventure, that said \$900 already advanced might be considered as a temporary loan to the Defendant, or at the Complainant's option as a permanent loan to said Taffin at Eight per Cent interest (being two per Cent more than was allowed by the Law of the State of Connecticut) and that the Defendant would procure said Taffin's Note therefor.

And this Defendant says that he gave the Complainant a receipt for said Money at the time he received the same, but the Defendant retained no Copy of said receipt, and is not able from recollection to state the terms thereof and has no means of answering as to the receipt or Memorandum set up in the

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Complainant's Bill. The Defendant therefore does not admit said Memorandum or receipt set up in said Bill but leaves the Complainant to make proof thereof as he may be advised. And this Defendant admits that the said sum of \$900 do by him received by the Complainant was both obtained and used for the purposes of said first payment, to said Saffin.

Also this Defendant further answering says that when said sum of \$900 was received, and said receipt given as aforesaid, had not then positively agreed to join in said adventure but was according to this Defendant's best recollection & knowledge to have the right of doing so or not at his own election, and was to exercise his election and give notice to the Deft, before the Deft should visit Chicago, which he was intending to do in the month of June then next coming. And this Defendant says that shortly afterwards, to wit, sometime in the forepart of June 1852, the Defendant had an interview with the Complainant at his, the Deft's, dwellinghouse in said Suffolk in regard to said adventure, and then reads to the Complainant several letters which he had received from said Saffin in regard to said land representing that the same was a valuable speculation, but that the then owner was a nonresident and that some other embarrassments existed which would render it impossible to procure a deed of the property for some time then to come, so whereupon the Complainant said that if this was the condition of the purchase he would have nothing to do with it whatever, that he had no confidence in that Saffin nor in his letters, and before he would venture his money he must see the Deed, and know that it was on record. And this Defendant thereupon

represented to the Complainant that said adventure promised a
 good return, and that he had transacted much business with
 said Taffin and had made other purchases in connection with
 him trusting almost entirely to his honor, and had always found
 him honest, trustworthy and reliable, and that the Complainant
 might place entire confidence in the integrity of said Taffin, but
 said Complainant still persisted in the most absolute and
 unqualified terms in saying that he would not join the Debt,
 in said purchase nor be in any manner concerned therein, and
 that the Debt must repay said sum of \$900 or allow him the
 Complainant 8 per Cent interest thereon until repaid and this
 Defendant then stated to the Complainant that he would be glad to
 have his help and expenses to have had it in said adventure, and
 he was then somewhat straitened for money, but if the Complainant
 was determined to have nothing to do with said purchase he the
 Defendant must submit to said determination and that he would
 hold said sum of \$900 as a loan to himself and would allow 8
 per Cent interest thereon until repaid, and that he the Debt
 would immediately endeavor to find some one else to join him
 in said adventure on the terms proposed. And this Defendant
 says that it was then and there arranged & agreed by and between
 the Complainant and Defendant that he the Complainant would
 have no connection whatever with said adventure, and should have
 no interest therein and should make no further payments therefor
 and that said sum of \$900 received by the Debt from the
 Complainant as hereinbefore stated should be held by the Debt as
 a loan upon his the Debt's personal responsibility at the rate of

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interest before mentioned and should be held in no other manner
And this Deft says that shortly afterward he had a private
interview with the complainant and endeavored to persuade the
complainant to recall his determination in the premises, but
said complainant again reiterated his distrust of said Taffin and
his resolution to have no part of connection with said purchase
And this Deft says that having then been informed by the
complainant that he had determined to disconnect himself from
said adventure, he immediately thereafter endeavored to find some
one else to take the place of said complainant in said adventure
and to furnish the money required therefor and applied for that
purpose amongst others to Parks Loomis a brother of this Deft.
and proposed to the latter that he might take an equal interest
with the Deft in said purchase by advancing, paying or paying
the money, which this Deft was required to advance & pay to
said Taffin, but this Deft was unable to find any one who was
willing to join him in said adventure.

And this Deft further answering says that in the month
of September 1852, and in the month of June as he had at
no time intended, he visited the City of Chicago, and then for
the first time saw and examined said land, and learning
that said Taffin had already procured his Deed of said land
from said Deed, he the Deft on the 2nd day of October
1852 took a Deed to himself from said Taffin of an undivided
one half part of said land and simultaneously executed a promissory
note to said Taffin in the penal sum of \$2000 obligating himself
to pay one half of the purchase money of said land and to pay
said Taffin the other half as the same might from time to time

As required for said payments all in accordance with the agreement of the Deft with said Laflin as hereinbefore set forth.

This Deft does not admit that at the time of the execution of said Deed the said Laflin presented to the Deft a Bond for the conveyance of an undivided one fourth of said land to the Complainant & requested the Deft to execute the same nor that he obtained said Deed by means of any other promises than those contained in the Bond of this Deft, to said Laflin as above expressed, nor by representing himself ready and willing to perform any supposed agreements with the Complainant, but this Deft admits that he may have said to said Laflin in the way of friendly & social intercourse, but not as condition of or an inducement to the giving of said Deed, that he was ready and willing that the Complainant should join in said purchase on the terms above expressed, and that said Complainant had refused to do so, and this defendant avers that he was then not only willing and ready but anxious for the reason before expressed, that the Complainant should join in said purchase, and that for this cause immediately on his return from Chicago he sought the opportunity of an interview with the Complainant, and thinking it possible that the Complainant might be induced to recede from his previous determination now that the title of said property was secured by Deed, stated to the said Complainant that he the Deft had just returned from Chicago and had examined said parcel of land and thought well of said purchase & had obtained a Deed of one half part thereof from said Laflin and would be glad to have the Complainant unite with him in said adventure; to all which the said Complainant

said several payments became due, yet the said Complainant utterly neglected to furnish the said money or to offer to furnish the said money necessary to meet said payments or any part thereof. nor was this debt advised, nor was it in any manner intimated to him by the Complainant, that he the Complainant had receded from the determination above expressed, or thought himself to be in any way interested in said purchase until on or about the 5th day of May 1856, and long after said several payments had all been made, and after said land had largely risen in value and the success of the speculation had been demonstrated, when for the first time the Complainant demanded of the Deft a deed of said property or the money due him from the Defendant. And this Deft admits that he did then refuse to give the Complainant a Deed of said land or of any part thereof, or to recognize in any manner whatever the Complainant's interest therein. And this Deft also admits that he has never repaid to the Complainant said sum of \$900 because the Complainant became indebted to the Deft soon after the same was borrowed as aforesaid, and this is indebted in a much larger sum than said amount he borrowed. And this Deft says that on the day of May 1853 the Complainant sent his son and agent Byron Lewis to this Defendant to demand of the Complainant the repayment of said sum of \$900 so borrowed as aforesaid, and said agent did then on behalf of the Complainant call on this deft and demand the repayment of said loan. This Deft then stated to said Agent that said Complainant was indebted to the Deft in a larger sum, and that the Deft was willing and ready to settle accounts with the Complainant and to allow said debt of \$900

with interest by way of set-off against the Debt then due from the Complainant to the Debt.

Thus this debt denies that the Complainant was a partner with this Debt in respect to said purchase of land and that the Deed thereof taken by this Debt from said Safflin as aforesaid was of partnership property and was taken for the benefit of said Complainant jointly with the debt.

Thus this debt also denies that he was as to an undivided one fourth of said purchase, or as to any other part or interest therein, acting as the Agent of the Complainant, or was trustee thereof and received the conveyance thereof or any part thereof for the use and benefit of the Complainant, but on the contrary this debt insists that if any such agreement was made by the Complainant with the Debt, as is set up in said Bill of Complaint, said agreement had been broken rescinded and abandoned before said Deed was taken by the debt and was not then, nor at any time thereafter renewed, and that this debt has at all times from the date of said Deed with the full knowledge of the Complainant (without concealment or inquiry from the Complainant) (except as hereinafter stated on the 4th day of May 1856) held the title of an undivided half of said property in his own name and has treated and managed the same as his own absolute sole and separate estate, and has taken the rents and profits thereof to himself and has expended large sums of money in improving said property, without accounting or being called to account to the Complainant therefor.

And as to the interrogatories contained in said Bill of Complaint this debt says.

That no portion of the parcels of land described in said

Complainant has been by this debt conveyed to any person or persons whomsoever.

That at the date and delivery of said Laffin's deed to the Debt one only payment of \$1750 has been made towards said purchase.

That the Complainant had not at that time paid his full proportion of the purchase money of said land according to the understanding between the Complainant and Debt, for that the Complainant by said understanding, if he united with the Debt in said purchase, was to advance said entire first payment as hereinbefore in this answer more fully set forth.

And as to said several Interrogatories not specifically answered by the premises last above, this Defendant says that all the matters inquired of in said interrogatories have already been fully answered by the answers made and contained in the foregoing answer to the Complainant's Bill of Complaint.

And this debt denies all manner of fraud and unlawful combination and confederacy wherewith he is by said Bill charged without this that there is any other matter cause or thing in said Bill contained material or necessary for him to answer, and not herein and hereby well and sufficiently answered confessed traversed and avoided or denied is true to the knowledge information and belief of this debt.

And which matters and things this Defendant is ready and willing to answer maintain and prove as this Honorable Court shall direct and prays that he may be dismissed with his reasonable costs and charges in this behalf most

wrongfully sustained.

(signed) Allen Lomis."

Essex N. Arnold

Solr. for Deft."

" State of Connecticut)
County of Hartford.) S.

On the 30th day of March 1857 personally
appeared before me Allen Lomis subscriber of the foregoing
Answer and made oath that the allegations therein contained
are true according to his best knowledge and belief, before me,

Richard D. Hubbard

Justice of Peace."

And thereafter to wit on the fourteenth day of April in the year
of our Lord one thousand eight hundred and fifty seven the said
Complainant filed in the Office of the Clerk of said Court, his
Replication in said cause; Which said Replication is in the words and
figures following, to wit,

" In the Cook County Court of Common Pleas,
Melana Lomis) Of the April Term A. D. 1857
(u)) In Chancery.
Allen Lomis .)

The Replication of Melana Lomis, Complainant
to the Answer of Allen Lomis, Defendant.

This Repliant saving and reserving unto himself all and all manner of advantage of Exception to the manifold insufficiencies of the said answer, for replication thereunto saith that he will maintain, aver and prove his 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 any other matter or thing whatsoever in the said answer contained material or Effectual in law to be replied unto confessed and avoided traversed or denied is true. All which matters and things in this Repliant is and will be ready to aver and prove as this Honorable Court shall direct and humbly prays as in and by his said Bill he shall already pray.

Wm. H. Higgins

Solr. for Compt."

And thereafter to wit on the Tenth seventh day of February in the year of our Lord one thousand eight hundred and fifty nine there was filed in the Office of the Clerk of said Court certain Depositions in said cause on the part of the Complainant's which said Depositions are in the words and figures following to wit.

"The Deposition of Abel King of the County of Hartford and State of Connecticut a witness of lawful age, produced sworn and examined on his solemn oath on the Tenth day of February in the year of our Lord one thousand eight hundred and fifty eight at the room of Nathaniel Shipman in the City of Hartford in the County of Hartford and State aforesaid by me Nathaniel Shipman a Commissioner duly appointed by a Decree of the Court of Common Pleas of said County in the State of Illinois bearing teste in the name of Walter Kimball Esq. Clerk of the said Court of Common Pleas with the Seal of said Court affixed thereto and to me directed as such a Commissioner for the examination of the said Abel King a witness in a certain suit and matter in controversy, now pending and undetermined in the said Court of Common Pleas wherein Meland Lewis is Complainant and Allen Lewis, Defendant, is behalf of the said Complainant as well upon the Cross interrogatories of the said Defendant as on the Interrogatories of the Complainant, which were attached to or enclosed with the said Deposition and upon more others, The said Abel King being first duly sworn by me as a witness in the said cause, previous to the commencement of his

Examination to testify the truth as well on the part of the Complainant as the Defendant, in relation to the matters in controversy between the said Complainant and Defendant so far as he should be interrogated, testified and affirmed as follows.

Interrogatory First. What is your name, age and occupation and where do you reside?

Answer to Interrogatory First. My name is Abel King. My age is Fifty Three years. My occupation is that of dealer in Foreign and Domestic leaf Tobacco, and Manufacturer of Cigar Boxes. I also carry on a Grist and Flour Mill for myself and other owners - Allen and Melan's Farms. I reside in the Town of Suffield in the County of Hartford and State of Connecticut.

Interrogatory Second. Are you acquainted with the parties Complainant and Defendant in the title of these interrogatories named, or either or which of them, and how long have you known them respectively?

Answer to Interrogatory Second. I am acquainted with both Melan's Farms and Allen's Farms the parties mentioned. I have known both of them about the same length of time, that is to say, for about Twenty five years last past.

Interrogatory Third. Were you present at any interview or conversation between the said Complainant and the said Defendant at any time about the Month of May 1856? If yes, state as nearly as you can the time of such interview or conversation, and the circumstances connected therewith. Also state as fully as you can remember the conversation between the parties. Did you make any Note or Memorandum of the conversation or any portion of it at the time, or so, at whose request and for what purpose state fully and

particularly.

37 Answer to Interrogatory Third. I was present at an interview and conversation between the Complainant and Defendant on the 5th day of May 1856. It was in the forepart of the day. I was in my Abasco House, and I heard Allen Loomis call Lorna. He stood upon the other side of the Picket Fence between the yards of my Dwelling house and my Neighbor's Mr Charles Mather.

I went to him the said Allen and he spoke to me about some business matters. While we were standing in this position Melana Loomis came up to Allen on the same side of the Fence where Allen stood. Melana addressed Allen in these words. Melana said that Matthew Laffin told him that you Allen had a Bond made out to give him (Melana) at the time when he (Laffin) had given Allen the Debt for the same lots in Chicago. Then Melana made a demand on Allen in these words "I demand of you the Bond or Debt or pay for the same." Then Melana spoke to Allen Allen turned and walked right away from him (Melana) and told him to kiss his arse. This was all that Allen said at this time. At the same time Melana requested me to take notice of what was said and I did it, and I made in the course of fifteen or twenty minutes a Memorandum of what was said so as to guard my memory. The words in regard to the demand are the precise words which Melana used, and I have given them just as I have set them down in my Memorandum. The other words are nearly the same that Melana used, or at any rate are to the same effect. The Memorandum I have now in my possession and have always retained it.

Nelano Lomis, Byron Lomis and myself after Allen turned away then went into my Tobacco House. In about the space of five minutes Allen Lomis drove into my yard, up to the Tobacco house and called out addressing himself to Nelano as I supposed, in three words "I demand of you pay for the Aas Footing and Aun farm," and wheeled and drove right away. This was all Allen said at that place Nelano replied that he was ready to settle at any time - to this Allen made no reply.

Interrogatory Fourth. Do you know of any difficulty existing between the said Complainant and Defendant? If you say you do, state when such difficulty first commenced. How does it affect their social relations and business intercourse?

Answer to Interrogatory Fourth. I know of a difficulty existing between the Complainant and Defendant. I was at Allen Lomis's house one day in the latter part of August 1852. Allen and Nelano and John W. Lomis a brother of both of them were also there. Allen appeared to be quite angry with Nelano and whatever he said to Nelano was in an insulting way. Nelano said but very little to Allen. That was the commencement of their difficulty so far as I know, and I have no doubt it originated there. I have reason to believe that from that day to this they have never been reconciled to each other, and have never been on speaking terms with each other since. I have frequently seen them together, and their appearance has been the same, never speaking to each other or hardly noticing each other. Except on the 5th May 1856, on the occasion described before in my answer to the third interrogatory.

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Interrogatory Fifth.

Have you since the commencement of the difficulty between the Complainant and Defendant, if any such exists, seen them together in the same room or place. If yes, state how often you have so seen them together, and under what circumstances, and what was their conduct towards each other.

Answer to Interrogatory Fifth. I have seen them together since the difficulty commenced at different times and places, sometimes at the Railroad Depot, at the Mill yard, in the Street, and at Parke's Sonnis's house. They were together in the month of May or June 1856 at my Tobacco House, when we settled our Mill accounts. Their conduct has always appeared the same since August 1852 as I have just described, except of course the interview of the 5th of May 1856. I cannot state precisely how often I have seen them together, to the best of my judgment, two or three times a week, since August 1856.

Interrogatory Sixth. Have you ever heard the Defendant Owen Sonnis speak of any difficulty or disagreement between himself and the Complainant? If yes, state what he said.

Answer to Interrogatory Sixth. I never have heard the Defendant Owen Sonnis speak of any difficulty between him and Milana, since it first commenced, except what he said on the 5th of May 1856, which I have already fully narrated.

Interrogatory Seventh. Do you know anything about the pecuniary responsibility of the said Complainant. If yes? state your knowledge of his means and ability to control money since the Spring of 1852?

Answer to Interrogatory Seventh. I know all about Nelson's responsibility. There has been no time since the Spring of 1852 when he could not control from \$5000⁰⁰ to \$10,000⁰⁰ if he wished to obtain it.

Interrogatory Eighth. Do you know any other matter or thing of benefit or advantage to the Complainant in the trial of this case. If ye declare the same fully.

Answer to Interrogatory Eighth. I know of nothing else that I recollect.

Cross Interrogatories and Answers thereto by the
witness on the part of the Defendant.

Cross Interrogatory First to Interrogatory Third

Did not Complainant request you to go with him to meet Defendant and did you not make a Memorandum of the conversation at Complainant's request? if you made any Memorandum?

State how long such conversation lasted. Did not Complainant and there demand of Defendant the money which he had let Defendant have to pay towards the Reed Property in Chicago? Who was present at that interview?

Did not Defendant that day in your presence ask Complainant to settle with him for what he owed him on the Axe factory account and on account of James Linnis farm, and to settle their accounts generally?

Where was this conversation held?

Answer to Cross Interrogatory First to Interrogatory Third.

The Complainant did not request me to go with him to meet Defendant at the time of the conversation on the 5th of May

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1856. I was at home in my Tobacco House and Allen came here and afterwards Melana came as I have before described. I did not know that either was coming.

I did not make the Memorandum at Melana's request, but I made it for my own convenience in remembering the conversation. Melana requested me simply to take notice of what was said.

The conversation was short not to exceed two minutes.

Melana did not demand of Allen the money which he had let Allen have to pay towards the Reed Property in Chicago.

Melana's demand was in these words "I demand of you the Bond or Due or pay for the same."

The persons present were Allen² Loomis, Melana Loomis, Byron Loomis who stood on the same side of the fence close together, myself who stood close by on the other side of the fence and Rowland Loomis who sat in his Wagon two or three rods off.

As I have already stated Allen arose back in about ten minutes and made a demand on Melana as I suppose "I demand of you pay for the Cox factory and Jun² Farm". These are the precise words he used, and this was all he said. Allen did not demand a settlement of accounts generally. This last conversation was held at my Tobacco House. Allen sat in his Wagon at the door.

Cross Interrogatory Second to Interrogatory Fourth.

If you know of any difficulty between these parties state how you know of it. Have you ever heard them dispute with each other at any time prior to the time referred to in the last interrogatory and subsequent to May 24 1855?

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Was you not interested in business for some years as a Partner with this Defendant in the Tobacco business, prior to the difficulties referred to between these parties. Did you not dissolve after the Month of October 1852? Did you not afterwards form a Partnership with the Complainant in the same business and are you not in company with him at this time? If so, how long have you and Complainant been in Partnership?

Have you not had difficulties and disputes with defendant about a First Mile and cigar Box Manufactory, which you own with Complainant and Defendant?

Has not the Def's sons as Agents for Defendant settled with you and Complainant for ten years last past, such account as you have had together in the First Mile and cigar Box Manufactory. Have not def's sons been accustomed to settle the defendant's accounts generally for several years past.

Answer to Cross Interrogatory Second to Interrogatory Fourth.

I know of the difficulties because I was at Allen's house at the time it commenced as I have already related in my answer to the 1st Interrogatory. I know of its continuance from the manner in which they have behaved to each other, as I have already narrated.

I have never heard them dispute or exchange words with each other between the latter part of August 1852 and the 5th of May 1856. Between the 27th of May 1852 and the latter part of August of same year I recollect of hearing no dispute between them.

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I was interested as a Partner with Allen Linnis in the Tobacco business about five years prior to the fall of 1852. It dissolved in the fall of that year I think, I do not recollect precisely the date.

I formed a partnership with Melrose Linnis in the same business in June 1853 which continues and has continued to the present time.

I have had no difficulty with Allen Linnis about the Great Mill and Sugar Box Manufactory which we own.

He sometimes tries to get into a dispute with me when he is excited in a certain way, but I always avoid having much to say at such times. At other times, he treats me well. The Defendants Sons have been for two years last past in the habit of looking over the Books of our Sugar Box Manufactory and Great Mill either before or at the time the owners settled, but they have not taken any dividends, nor signed any settlement on the Books nor claimed to do so that they were authorized to do so.

The Defendants Sons have not been accustomed to settle their fathers accounts generally to my knowledge. They have made no settlement with me as agents for their father.

Continuation of Cross interrogatory second to interrogatory fourth.

Has not Complainant's Son also acted as Agent for his father in making settlements of accounts with Defendants Sons and yourself.

Have you not had difficulty with Complainant within a year and a half past about a certain Planing Machine you put into the Mill owned by you with Complainant and Defendant.

Have you and Defendant settled with each other the money for said Mill for the past year. If you have not settled what

is the reason for not settling.

Did you not put Planing Machine into the Mill without the knowledge of Defendant, and has not Defendant claimed a part of the avails and profits for the use of such Machine?

Answer to Continuation of Cross Interrogatory second to Interrogatory Fourth.

Complainant's Son never has acted as agent for his father in making settlements of accounts with Defendant's Sons & myself. Meland has always settled his own accounts with me.

I have had no difficulty about a Planing Machine with either Meland or Allen.

Allen has not settled the Mill accounts for the past year, but he has drawn on me for the profits to the amount of \$100, and I have paid that amount. There is a balance due him of a little less than \$100, which I have been ready to pay him upon his taking the money and signing the books. When he does not come take his money & sign the Books I cannot tell.

I put a Planing Machine to the Cigar Box Mill. I cannot tell whether Allen knew it or not. He has had his share of the profits by the increased number of boxes made. I do not know whether he has claimed or not, a part of the avails or profits for the use of said Machine. He has his share as before stated.

Cross Interrogatory Third to Interrogatory Eighth.

Has not complainant spoken to you frequently about your testimony in this case and told you what he wished you to say?

Answer to Cross Interrogatory Third to Interrogatory Eighth.

Meland has told me that he was intending to require me as

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a witness in this case, but he has never told me what he wishes
me to say.

(Signed) Abel King."

The Deposition of Aaron Linnis of the County of
Hartford and State of Connecticut a witness of lawful age produced
sworn and examined in his Corporal Oath on the Eleventh day of
February in the year of our Lord one thousand eight hundred and
fifty eight at the house of Aaron Linnis in the Town of Suffield
in the County of Hartford and State of Connecticut as recited by me
Nathaniel Shipman a Commissioner duly appointed by a Decree
Petition or Commission issued out of the Clerk's Office of the
Court of Common Pleas of said County in the State of Illinois
bearing date in the name of Walter Kimball Esq. Clerk of the said
Court of Common Pleas with the Seal of said Court affixed thereto
and to me directed as such Commissioner for the examination of
the said Aaron Linnis a witness in a certain suit and matter in
controversy now pending and undetermined in the said Court of
Common Pleas wherein Melanah Linnis is Complainant and Aaron
Linnis Defendant, in behalf of the said Melanah Linnis as well upon
the Cross interrogatories of the Defendant as on the interrogatories of
the Complainant, which were attached to or enclosed with the said
Commission and upon now offers. The said Aaron Linnis being
first duly sworn by me as a witness in said cause pursuant to the
commencement of his examination to testify the truth as well on the
part of the Complainant as the Defendant in relation to the matter,

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in controversy, between the said Complainant and Defendant so far as he should be interrogated, testified and deposed as follows.

Interrogatory First. What is your name age and occupation and where do you reside?

Answer to Interrogatory First. My name is Aaron Loomis. My age is Fifty four years. My occupation is that of Manufacturer and dealer in cigars, and I also carry on my farm. I reside in the West Parish of the Town of Suffield in the County of Hartford and State of Connecticut.

Interrogatory Second. Are you acquainted with the Parties Complainant & Defendant in the title of these interrogatories named, or either and which of them and how long have you known them respectively?

Answer to Interrogatory Second. They are both of them my Brothers. I have known both of them ever since I can remember and I have always been intimate with each of them.

Interrogatory Third. Do you know of any difficulty existing between the said Complainant and Defendant? If yes, state when it first occurred and when you first knew of its existence, and what to your knowledge has been its effect upon their social relations and business intercourse?

Answer to Interrogatory Third. I knew that there is a difficulty existing between them. It commenced in August 1852. It commenced at Allen's house as I was informed a few days after it happened by my brother John M. Loomis who said he was present when it began. Soon after I saw Melana and Allen at different times, who each told me of it. I was first told of it by John M. Loomis. They

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have never since been reconciled. The effect has been a complete suspension of intercourse between them. I have never seen either speak to the other since August 1852. though I have seen them together frequently. They have met accidentally at my house without speaking to each other. I do not know particularly about their business intercourse, except that Allen has told me that he had not spoken to Melancthon since August 1852 and would not speak to him.

Interrogatory Fourth. Have you ever heard the Defendant Allen Thomas say anything in relation to any difficulty between him and the Complainant? If yes, state the time or times as nearly as you can remember, also all he said about it and about his intercourse with the Complainant since the difficulty occurred. How recently have you heard him speak of it thus?

Answer to Interrogatory Fourth. I have heard Allen speak of the difficulty mentioned several times. He has spoken of it at various times but I cannot recollect the time or place of every conversation. He has said that he had not spoken to Melancthon since August 1852 and would have nothing to do with him. The first time I heard him speak of it was a week or two after it commenced. He said then that his two brothers John W. and Melancthon had come down to his house and misused him: This was the substance of the conversation. Another time that I have a distinct recollection of was in October 1856. It occurred in Southwick, Massachusetts a village about seven miles from my house in Suffolk. There was a political meeting there in the evening just before the Presidential Election, and in the afternoon I rode over with Melancthon. My brother Parks and a friend from the West went over also. We all stopped at the house of my brother Moses who lives in Southwick and there over night. My brother

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Allen went to Southwick also, with one of his sons. Allen stopped at the Tavern almost opposite to Moses' house. In the evening - Moses and I went to the Ford, saw Allen, and tried to persuade him to come over to Moses' house, and stop with the rest of us. He declined to go giving as a reason that Meland was there. Said he had not spoken to him since the difficulty in August 1852 and would have nothing to do with him. I think I saw Allen before Tea, and after the Meeting. The conversation was pretty much the same each interview.

The last time that I had conversation with Allen about this matter was on the day of the Auction of Dan W. Kings property on the 6th of July 1854. Allen's house is close by where the Auction was, and I stopped in there. Meland's name was mentioned and Allen again said he had not spoken to him since their difficulty first commenced, and would not have anything to do with him - that he always got out of Meland's way as soon as possible if he happened to meet him.

I have heard Allen say the same thing a good many times, but I cannot specify the times and places accurately.

Interrogatory Fifth. Do you know of any other matter or thing of benefit or advantage to the Complainant on the trial of this cause. If yes, declare the same fully and particularly?

Answer to Interrogatory Fifth. I do not recollect of anything more.

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Cross interrogatories and Answers thereto by the
witness in the part of the Defendant.

Cross Interrogatory First to Interrogatory Third.

If you have any knowledge of a difficulty between the
parties, what are your means of knowledge?

Answer to Cross Interrogatory First to Interrogatory Third.

I have already in my answers to the third and fourth
interrogatories stated fully my means of knowledge, and for reply
I refer to those answers.

Cross Interrogatory Second to Interrogatory Fourth.

If you have heard Deft say anything about the difficulties
spoken of, has not defendant said that Complainant was improper
and disagreeable to do business with, and that he defendant now
had nothing to do with him Complainant for the reason that he
did not wish to have any dispute or trouble with him?

Answer to Cross Interrogatory Second to Interrogatory Fourth.

The only reason that I do now remember Allen ever gave
me for his not speaking to Meland was that Meland had a
misunderstanding. I do not recollect that Allen has spoken about
Meland's being improper or disagreeable to do business with

Cross Interrogatory Third to Interrogatory Fifth.

Have you not recently had a dispute with defendant about
the renewal of a certain Note which you owe defendant and which
he requested you to renew? Did you not both of you have heard
and quarrelsome words with Deft about said Note?

Answer to Cross Interrogatory Third to Interrogatory Fifth.

My brother Riley Lewis of Troy, New York, was on a

visit at my brother Allen's house some time last August, and I went down there to see him. Allen spoke to me rather abruptly, about the payment or renewal of a Note which I owed him. I thought he was not exactly in a right state to do business with me, and so I told him I could not attend to it that morning. I directly afterwards got into my Stage and came away. We had then, and have since had no dispute and no hard or quarrelsome words re- about said Note. I settled up the Note a few days after the in- terview in August with Burdett Loomis, Allen's son. Allen has never since said anything about the Note, and has always appeared to be cordial and good natured towards me. I never imagined that the conversation in August was a dispute or quarrel. I have seen him in Springfield at the Horse fair soon after and he invited me to go to Dinner with him at his son's, and have seen him at my house several times since.

(signed) Aaron Loomis."

The Deposition of Parks Loomis of the County of Hartford and State of Connecticut a witness of lawful age produced sworn and examined on his Corporate Oath on the Thirtieth day of February in the year of our Lord one thousand eight hundred and fifty eight at the Room of Nathaniel Shipman in Hungerford and Lewis Building so called in the City of Hartford in the County of Hartford and State aforesaid by me Nathaniel Shipman a Commissioner duly appointed by a Decree of the Court of Common Pleas of both

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County in the State of Illinois, bearing test in the name of Walter
Kuibale Esq. Clerk of the said Court of Common Pleas with the
Deals of said Court affixed thereto, and being directed as such Commission
for the examination of the said Parks Loomis a witness in a certain
suit and matter in controversy, now pending and undetermined in
the said Court of Common Pleas wherein Meland Loomis is Complainant
and Allen Loomis, Defendant, in behalf of the said Meland Loomis as
well upon the Cross Interrogatories of the Defendant, as on the
Interrogatories of the Complainant, which were attached to or enclosed
with the said Commission and upon more others.

The said Parks Loomis being first duly sworn by me as
a witness in the said cause previous to the commencement of his
examination to testify the truth as well on the part of the
Complainant as the Defendant, in relation to the matters in controversy
between the said Complainant and Defendant as far as he should
be interrogated, testified and deposed as follows.

Interrogatory First. What is your name occupation and age? Where
do you reside and how long have you resided there?

Answer to Interrogatory First.

My name is Parks Loomis. I am a farmer. My age
is Sixty five years. I reside in the Town of Supton, County of
Hartford and State of Connecticut and have resided there for thirty
three years last past.

Interrogatory Second. Are you acquainted with the parties Complainant
and Defendant in the title of these Interrogatories named? If yes,
how long have you known them and what is your relationship
to them respectively?

Answer to Interrogatory Second - I am acquainted with them both and have known them ever since the day of their birth. They are both of them my brothers.

Interrogatory Third - Did you at any time in the Spring of 1852 have any conversation with the defendant Allen Loomis, in relation to a purchase of Sewer lots in the City of Chicago, then made or about to be made by the said Defendant of one Matthew Safflin. If yes, state fully the first conversation you had with him in relation to said lots and the purchase thereof. By what name if any were the lots called by the said Defendant. Also what did he pay as to the interest he had purchased or was about to purchase and the terms & conditions of said purchase, and also the conversation of the said Defendant relating thereto. Was any offer of any interest in said purchase made to you by the said Defendant? If yes, what were the terms proposed to you by the Defendant - State also the conversation?

Answer to Interrogatory Third.

I did have a conversation with Allen in the Spring of 1852 in relation to the purchase of Sewer lots in Chicago.

I was at his house in the Spring of 1852, in the latter part of April or the forepart of May. He told me that Matthew Safflin had bought Sewer lots being the Recede property in Chicago - that Safflin had agreed to pay seven thousand dollars, and Safflin wanted Allen to take one half interest in the purchase and pay the whole money and Safflin would give Allen 8 per cent interest for his (Safflin's) half, Allen offered to let me come in equal with him, and take with him the one half - that Safflin was to have

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one half, and we take the other half - and each pay one half of the money to be paid Laffin, and take Laffin Note at 8 per cent interest. My first payment would be nine hundred dollars. I declined taking it, saying that I preferred loaning my money to putting it into real estate.

Interrogatory Fourth - Did you ever have any other conversation with the Defendant Allen Linnis in relation to said Lots. If so, state when as nearly as you can remember. Also what was said by the Defendant in relation to the purchase of said Lots, or of any interest therein at that time - State fully all you can remember of such a second conversation respecting said Lots, and any other conversation that you may have had, if any, relating to said Lots, with the said Defendant, the time when such conversation or conversations took place, where they were had, under what circumstances and the exact words used by the said defendant in respect to the Lots and the purchase of them as nearly as you can recollect.

Answer to Interrogatory Fourth - I did have a second conversation. It was shortly after the first one, He then told me that my brother Meland had taken the interest in the Rade property on the terms that he had offered it to me. I do not remember any other conversation respecting this property. I think this interview was at Allen's house, but I will not be sure. The above was all that was said as nearly as I can remember.

Interrogatory Fifth. Did you ever have any conversation with the said Defendant Allen Linnis in relation to said purchase after the 24th day of May 1852 and prior to the month of October in the same year? If yes, by what name did the Defendant designate the Lots at that time and what did he pay in relation to them.

Who if any one did he say was interested with him in the purchase of said Lots from Matthew Laflin?

Answer to Interrogatory Fifth. I do not exactly know whether the conversation narrated in the answer to the last interrogatory was before or after the 24th day of May 1852. It was shortly after the first conversation. After the second conversation and prior to October of the same year we did not talk together about the matter. The lots have always been called by Allen the same lots or the Rede property. In the second conversation he said that Meland had agreed to take or had taken the same interest in the Rede property or the same lots that he had offered to me, on the same terms.

Interrogatory Sixth. If in reply to the last part of the 5th interrogatory you answer that the Defendant told you that the Complainant, Meland Lomis was interested with him in said purchase from Laflin state fully all he said respecting the interest of said Complainant in said purchase, the extent of his interest and the terms upon which he obtained it?

Answer to Interrogatory Sixth. He said that Meland had agreed to take the interest on the same terms that Allen had offered it to me, that is to say, Laflin was to own one half, and Allen & Meland to own equally the other half, and each to pay one half the ^{money} interest and take Laflin Note at eight per cent interest.

Interrogatory Seventh. Had you any knowledge of the Defendant's leaving Suffolk for Chicago in the Month of October 1852, or at any time in the fall of 1852. If yes, state the time as nearly as you can now remember. Did you have any conversation with him about said lots after his return. If so, what did he say respecting them, and

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respecting the interest of the Complainant therein? Did he then or at any time say anything to him about your purchasing from the Complainant his interest in said lots, or say anything about buying out Complainant's interest himself. State fully and particularly all he then said respecting the interest of the Complainant, and what you did in pursuance of his directions, if anything?

Answer to Interrogatory Seventh. Allen went out to Chicago in the fall of 1852 - in the Month of September I should think. I never had any conversation with him after his return, about said lots. He said nothing to me about buying out Meland's interest, or about my purchasing it.

Interrogatory Eighth. Did the Defendant at any time after he informs you that the Complainant was interested in said Lots, offer you any interest therein.

Answer to Interrogatory Eighth. No!

Interrogatory Ninth. What is the state of feeling at present existing between the Complainant and Defendant, and when did it originate what effect has it upon their social relations and business intercourse. What if anything have you heard the Defendant Allen Lewis say in relation to the feelings existing between them?

Answer to Interrogatory Ninth. They are not on speaking terms and have not been for several years. The difficulty commenced sometime in August 1852. They do not speak to one another, and do not have any thing to do with one another that I know of. I have heard Allen say that he had not spoken to Meland since the difficulty commenced.

Interrogatory Tenth. In reply to the last interrogatory you say there is a difficulty & misunderstanding existing between the Complainant & Defendant. State what you have observed as the result of that

difficulty, or misunderstanding on the part of the Defendant.

Have you frequently seen them together or in the same room since the difficulty arose. Have they since that time to your knowledge had any conversation with each other. And what if anything have you heard the defendant say about conversing with Complainant since the origin of the difficulty.

Answer to Tenth Interrogatory. The result is, that Allen does not think speak to Deland to my knowledge. They have frequently met at my house since the difficulty. They did not speak to each other.

I have heard Allen say that he had never spoken to Deland since the difficulty commenced. I have heard him say this before and since the settlement of the James Linnis farm account in June 1856.

Interrogatory Eleventh. Have you since the origin of said difficulty had any business connections with the Complainant and Defendant & any settlements to make in which they were both interested. If so, who was present at such settlement and who absent and what excuse for absence, if any, was given to you. Have you at any time spoken with Defendant about a reconciliation with the Complainant. If so, what has he said in relation to it.

Answer to Interrogatory Eleventh. I have had settlements to make in regard to business in which we three were interested, since the origin of the difficulty. In regard to the Old Factory Settlement, Allen, Deland, John W. Linnis & myself are equally interested in that property. When we settled, Allen was absent.

Allen told me that he would not have anything to do with Deland any way. I went down to Allen's before the settlement

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to try and have him come up, but he refused. In regard to the James Loomis farm, Allen, Meland and I are equally interested therein. Allen would not come to the settlement, giving the same reason as in the other case.

I have advised both to get together and effect a reconciliation. Allen always has said that he would not have anything to do with Meland. At the settlements, the rest of the owners were also present.

Interrogatory Twelfth. Are you acquainted with the pecuniary condition of the said Complainant, and have you been so since the Spring of 1852. If yes, state what you know of his responsibility and means?

Answer to Interrogatory Twelfth. I am acquainted and have been since the Spring of 1852, with Meland's pecuniary condition. He can raise \$5000 as quick as any other man - is always good.

Interrogatory Thirteenth. Do you know any other matter or thing of benefit or advantage to the Complainant in this cause. If so disclose the same fully?

Answer to Interrogatory Thirteenth. I do not recollect of anything else.

Cross Interrogatories and Answers thereto by the
defendants on the part of the Defendant.

Cross Interrogatory First to Interrogatories Third and Fourth.

What month in the year 1852 did you have the conversation, if any conversation was had by you with Defendant as mentioned and inquired for by Interrogatories 3 & 4.

Did not Defendant tell you at that time that Complainant had refused to have anything to do with the purchase of the lot therein referred to? when was that conversation held. State particularly

what time of day was it? and who was present, how long was the conversation.

Did not Deft offer to you an interest in the purchase of said lots on the following terms, to wit, that you was to advance the whole purchase money for said Lots, and take one fourth interest in the same - to pay one fourth of Seven thousand dollars price to be paid for lots, down at the time of purchasing and the balance in three equal payments in one, two and three years. Did he not tell you that these were the terms on which he Deft was to purchase or had purchased the parcel of Matthew Taffin. Did not Deft offer you an interest in said lots on said terms, or similar terms at different times, at your house in Suffolk and at Deft's house in the year 1852, after the month of May in said year.

Was not the property referred to called the Rice property in Chicago?

Did not you tell Deft that you could do better with your money than to take an interest in that property?

Can you fix the precise date of any conversation you had with Deft in the year 1852? If you, how are you able to fix the time. State who if any one was present besides you and Deft at such a conversation?

Answer to Cross Interrogatory First to interrogatories Third and Fourth

I should think that the first conversation with Allen was in April or May 1852 - Allen did not tell me that Ireland had refused to have anything to do with the purchase of said lots.

I do not recollect what time of day it was - nor who else was present - or whether any body was. I should think the conversation was very lengthy, do not recollect how long it was.

I think I was at Allen's office.

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I think that Allen commenced by saying that I might have an interest, if I would advance the whole money - but soon felt to my advancing one half of the money - the Jones thousand dollars. The more to pay Eighteen hundred dollars down - part of us to pay Nine hundred dollars, and the balance of the money was to be paid in one two and three years. and we were to own the half of the property, but I declined the offer.

Allen told me that Laflin had offered him the half interest in this property, the Reade lots in Chicago upon Allen advancing the money \$4000⁰⁰ and taking Laflin's notes at 8 per cent interest for one half the amount.

He had no conversation with me about the purchase after he told me that Melanor had agreed to it. which was done after he made the proposal to me.

I told Allen that I had rather loan my money than put it into real Estate - I cannot fix the precise date. The first was in April or May and the second soon after. I do not recollect whether any body else was present or not.

Cross Interrogatory Seema to Interrogatory Fifth.

Did not said Deft designate said lots as the Reade property, Did not Deft tell you soon after the 27th of May 1852 that co complainant had wholly refused to take any interest with the Deft in the purchase of said lots and did not he repeatedly say the same since to the month of October following.

Answer to Cross Interrogatory Seema to Interrogatory Fifth.

Allen used to call them the Jones lots and the Reade property. To the remainder of the question I answer never to my knowledge.

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Cross Interrogatory Third to Interrogatory Seventh

Did Deft ever request you to purchase of Complainant, the interest which he claims in these lots. Did you have any conversation with Complainant about his supposed interest in these lots at any time in the year 1852? If yes, did he Complainant not say, that he had no interest in these lots and would not have any interest in them and would have nothing to do with Matthew Saflin, and would not go to Chicago for the property across the Lakes.

Did you not advise Deft to have nothing to do with Matthew Saflin in 1852 or about that time.

Answer to Cross Interrogatory Third to Interrogatory Seventh.

I might have told Ireland to have nothing to do with Matthew Saflin at any time but do not recollect. To the residue of the question in all its details. I answer No!

Cross Interrogatory Fourth to Interrogatory Eighth.

Did not Defendant say in the conversation in which he offered you an interest in said Lots, that Complainant had declined to have an interest in them as he would have nothing to do with Matthew Saflin.

Answer to Cross Interrogatory Fourth to Interrogatory Eighth.

I recollect nothing of the kind.

Cross Interrogatory Fifth to Interrogatories Ninth and Tenth.

Has not Defendant informed you that he has done business with Complainant by an agent, to wit, Complainant's son Byron Loomis. Has he not said, that said Byron was sent by his father May 4th 1853 to defendant to do business with Defendant for Complainant. Has not defendant sent you Parks Loomis at different times and at one

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him with Rowland Tonn's Defendant's Son to Complainant to do business
for Defendant.

Did not Complainant decline doing any business with you and
paid Rowland as Agent for Defendant. Did he not refuse to exhibit
any accounts between these parties respecting certain joint business
concerning an Axe factory owned by these parties in part.

Did not you, John H. Tonn's receive from Complainant
as proceeds of Sales of an Axe factory owned by Complainant &
Defendant, Parks Tonn and John H. Tonn on the 15th of March
1853 \$965 ⁷²/₁₀₀. Did not same amount belong to Defendant.
If yes, has Complainant to your knowledge paid said sum to
Defendant. Have you not asked Complainant why he did not pay
it. If so, what reply did Complainant make to you?

Has it not been the custom of Defendant to send his Son as
Agent for the past ten years and longer to settle his business and
accounts with persons with whom he has had business intercourse?

Has not the Defendant said to you that he did not wish
to have anything to do with Complainant for the reason that he
Complainant would get in a passion and create unpleasant
feelings to Defendant. Did he not abuse the Defendant at his
Defendant's house in the commencement of the difficulties between these
parties in the Month of August 1852.

To John H. Tonn. Did not Complainant then and there threaten
to bind the Defendant when he was sick.

To Parks Tonn. Have you not said since in presence of
Rowland Tonn that Complainant abused and ill treated the Def
at that time, and that you was ashamed of his Complainant's
conduct, and have you not told Defendant that you were shame

such as "maps."

Has the Complainant to your Knowledge ever called in person on the Deft since August 1852 to do any business of any kind with Deft.

Has not Deft in the last four years asked you why Complainant did not come and settle with him and pay him what Complainant owed him on the Cox factory account, and for his interest in the proceeds and profits of the James Loomis farm. If to this last question you answered yes, Have you not told Complainant what Defendant has paid? If you have what excuse has the Complainant given for not calling on Defendant and settling said accounts.

Did not Complainant have a difficulty and affray with H. N. Pratt about two years ago? If yes, did not Defendant take the part of Complainant concerning that difficulty & express himself in your presence to the effect that if he Deft had been present at the time of the affray he would have defended the Complainant.

Have not Defendant and Complainant been members of the same Church, and are they not now members? Have they not communed together since the commencement of these difficulties.

Have you not during the last four years at any time in the absence of Defendant heard the Complainant talk abusively of the Defendant?

Answer to Chief Interrogatory Fifth to Interrogatories Nine and Ten.

Allen has told me within the last year something about Byron Loomis, Meland's Son, coming to see him in regard to taking up a note, but the particulars I do not remember. He has not said anything more about doing business with Byron as agent for

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his Father.

Rowland Lomis, Allen's son came to me one evening and got me to go up with him to Melana to see something about the axe factory account - He met Melana in the Street - Rowland asked if he could see the Axe factory books - Melana asked if Rowland had brought any Books, Rowland said No, Melana said I will see you again - Rowland said I demand a settlement for him, probably meaning for Allen, and then they parted, That was all the conversation Allen has never sent me at any other time to Melana, to do business for Allen.

I do not know anything about the questions in this interrogatory asked of John W. Lomis,

Allen has for some years past sent one of his sons to look over the accounts of persons whom he did business. When the balance was struck he would go and get the money himself. I think his boys may make some small settlements for him.

Allen has repeatedly told me that he did not wish to have to do with Corriplowant, but did not give the reason mentioned in the Interrogatory.

Melana did not abuse Allen at the commencement of the difficulty.

I might have said in presence of Rowland, that I did not like to have Melana take so much notice of Allen's conduct at some times, ought to treat him more like a brother. I do not recollect saying anything more.

By the request of Matthew Loflin, and William R. Lomis, Allen's son, Melana went to see Allen to effect a settlement. I do not know that he ever went to see Allen at any other time since

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August 1867.

I think that Allen may have asked me why Meland did not come and settle with him on the business mentioned. I never told Meland of Allen's question to my recollection.

Prout and Meland did have some words, some two years ago on the occasion of a fire.

Allen might have expressed himself as in the interrogatory mentioned, but I do not recollect.

I believe that Meland and Allen are members of the same Church. I attend another Church, and I do not know about their communing together.

I have never heard Meland talk abusively of Allen. He has expressed regret at Allen's conduct.

Chief Interrogatory Sixth to interrogatory Eleventh.

Has not defendant told you that his business his way of settling accounts is usually to be done through his the Dift's Agents to wit his Sons and especially where there is a long standing account and much to be done with figures, and did he not give you as an excuse for not being present at any Settlement that his Son who was to go with him there, could not attend to it, at the time.

When you have spoken to Dift about a presentation with Complainant has he not told you that the Complainant was the first to commence the difficulty and it was his duty to come and see him Defendant.

Have you not been to Defendant at the request of Complainant on business. If yes, has the Complainant ever desired you to

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not as Agent or as a friend to complete any business respecting the purchase of an interest of the Lots in question.

Answer to brief Interrogatory Sixth to Interrogatory Eleventh.

I do not recollect if his paying that he settled his accounts through the Agency of his boys - but I know that they do go forward and get the accounts ready for settlement, and in some instances of late make settlements.

He has not given to me the excuse mentioned.

Allen might have told me that Meland ought to come and see him (Allen) first but generally has said that he did not want to have anything to do with Meland.

Meland has not requested me to arrange with Allen about the purchase of the lots in question, or to complete the business. I have not seen to Allen at Meland's request about business except as I have already stated.

Brief Interrogatory Seventh to Interrogatory Thirteenth.

Has not Complainant sent you Parks Linnis to defendant to ask him defendant questions which might elicit answers from Defendant favorable to Complainant, and to affect your testimony in this case.

Have you not asked Defendant many questions concerning the matters in issue on this Trial and at Complainant's request.

Have you not as an inducement for Deft to converse with you about these matters, told Deft that you was more in his favor than Complainant's.

Have you not told Burdett Linnis Deft's son that you was more in favor of Deft's cause in this suit than Complainant's. Have you not told other persons the same, if so, whom?

Have you not been to Henry, A. Loomis deceased, with complainant, within the past year to wit in 1854 to inquire what he knew about this case.

Have you not been to other persons for complainant to find out what they would testify to, in this case.

Has not complainant offered you compensation for your services in preparing this case for him and in consulting persons to obtain testimony for him.

Are you or either of you interested pecuniarily ^{the result of} in this suit. Have not you John W. Loomis been requested by complainant to inquire of persons what they would testify to in this case.

Answer to brief Interrogatory Seventh to Interrogatory Eleventh.

I have paid I presume to Burdett Loomis and I presume to others that so far as the money in this case was concerned I have rather than Allen's children have it than Melander, because there are more of them.

To do the rest and residue of the questions in this Interrogatory. I answer No."

(signed) Parks Loomis."

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The Deposition of John W. Loomis of the County of Hartford and State of Connecticut a witness of lawful age & of sound mind and memory and examined on his Oath on the sixteenth day of February in the year of our Lord one thousand eight hundred and fifty eight at the room of Nathaniel Shipman in Hungerford House Building so called in the City of Hartford, in the County of Hartford and State of Connecticut aforesaid by me Nathaniel Shipman a Commissioner duly appointed by a Judicial Potestatum, or Commission, issued out of the Clerk's Office of the Court of Common Pleas of Cook County in the State of Illinois bearing Teste in the name of Walter Hunsbald Esq. Clerk of the said Court of Common Pleas, with the Seal of said Court affixed thereto, and I am directed as such Commissioner for the examination of the said John W. Loomis a witness in a certain suit and matters in controversy now pending and undetermined in the said Court of Common Pleas, wherein Melancthon Loomis is Complainant and Allen Loomis, Defendant, in behalf of the said Melancthon Loomis, as well upon the Cross Interrogatories of the defendant as on the interrogatories of the Complainant which were attached to or enclosed with the said Commission and upon none other. The said John W. Loomis being first duly sworn by me as a witness in the said cause, previous to the commencement of his examination, to testify the truth as well upon the part of the Complainant, as the defendant, in relation to the matters in controversy, between the said Complainant and Defendant, so far as he should be interrogated testified and depone as follows.

Interrogatory First. What is your name, occupation and age? Where do you reside and how long have you resided there?

Answer to Interrogatory First. My name is John H. Loomis, I am a manufacturer and Dealer in Tobacco and Cigars. I also carry on a number of farms. I am Fifty two years of age. I reside in the Town of Suffield County of Hartford and State of Connecticut and have resided there for the last Twenty two years.

Interrogatory Second. Are you acquainted with the parties complainant and defendant in the Title of these Interrogatories named? If yes, how long have you known them, and what is your relationship to them respectively?

Answer to Interrogatory Second. I am acquainted with both of said parties and have known them ever since I can remember anything. They are both of them my brothers.

Interrogatory Third. Did you at any time in the Spring of 1852 have any conversation with the Defendant Allen Loomis in relation to a purchase of Green lots in the City of Chicago, then made or about to be made by the said Defendant of one Matthew Lottin? If yes, state fully the first conversation you had with him in relation to said Lots, and the purchase thereof. By what name, if any, were the Lots called, by the said defendant, and what did he pay as to the interest he had purchased, or was about to purchase the terms and conditions of said purchase. And also the conversation of the said defendant in relation thereto. Was any offer of any interest in said purchase made to you by the Defendant? State also the conversation.

Answer to Interrogatory Third.

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In the Spring of 1853, I saw my brother Allen in Boston -
Boston Book is in the Town of Suffolk. This
was in the last of March or the first part of April - The exact date
I cannot remember. Allen took me one side and said he had
received a letter from Matthew Lafin of Chicago, stating that he
(Lafin) had made a purchase of seven lots in Chicago for seven
thousand dollars - and that Allen could have the half of the property
by advancing the whole money and taking Lafin's notes for half
the amount, bearing eight per cent interest. Allen then offered me
an equal interest with him - if I would advance one half of the
money - He said he was using a good deal of money, and he would
like to have some one go in with him. His first payment that I
was to make would be about nine hundred dollars, the residue
would be paid in three equal annual payments after the first
payment. He offered me an equal interest in his (Allen's) half or a
quarter of the whole. He called this property the seven lots in
Chicago and sometimes the Reed's property, by this name I have
always known it. I declined the offer as I had not the money to
spare out of my business. This was about the substance of the
conversation. I do not give the precise words, but these were the
terms that Lafin had offered the purchase to him and the terms which
he offered me if I would go in with him and take a quarter of the
purchase with him. I think he made the same offer to me afterwards
on the same terms, but will not say positively. but I am strongly
impressed that he did. If he did, I again declined for the same
reason as before.

Interrogatory Fourth. Did you ever have any other conversation with
the defendant Allen Lewis in relation to said loss, if so, state when

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as nearly as you can remember, also what was said by the said Defendant in relation to the purchase of said lots or of any interest therein, at that time. State fully all you can remember of said second conversation respecting said lots and any other conversation that you may have had, if any, relating to said Lots, with said Defendant, the time when such conversation or conversations took place, where they were had, under what circumstances and the exact words used by the said Defendant in respect to the Lots, and the purchase of them as nearly as you can recollect.

Answer to Interrogatory Fourth. The conversation spoken of in the last answer was before the 27th of May 1852. Sometime in June 1852 I had another third conversation with Allen respecting the purchase of these lots. It took place at Boston Neck Mills near, at the Mill which Abel King carries on for himself Allen & Meland.

Allen then said that Meland had taken the same interest in the Pease property which he (Allen) had offered to me, and on the same terms. This was the substance of that conversation. The next time that Allen spoke to me about this matter was on the 22^d of August 1852, on Sunday. I was requested by Allen's family to come down to his house and Meland and I went down. We were both requested to go, Allen appeared to be inimical to Meland. in the course of the evening, he (Allen) said to me that he had been the means of making the poor devil Ten thousand dollars, by the purchase of the Pease property in Chicago. These remarks were made in the course of the night. Meland and I staid all night. Park's was there in the fore part of the evening and also the next morning. In what Allen said about the poor devil, he referred to Meland. The conversation

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was while Allen was walking between his Bedroom and the sitting Room.

Sometime in September or October 1850 Allen went to Chicago and after his return the first time I saw him. I met him at Boston Neck. He said, "Come here a minute" We went one side by ourselves, He said "I have been to Chicago and I find that Rade's property to be good property worth forty thousand dollars. He says I want you to go and see Meland and see if you can't buy his interest in the property - that he (Allen) had got a deed from Laphin for one half of the property and had got a Bond drawn by which he (Allen) was to convey to Meland one quarter of the property that he was now sorry that he had let Meland have the interest - that the property was worth a good deal of money, that if I could buy Meland out, he (Allen) would let me have the Bond instead of giving it to Meland. I told him that I did not have the money to spare out of my business and could not buy it myself. Then he wanted me to buy it for him (Allen) He says, "I want you to see Meland and if you don't want it you buy it for me". I told him I did not much think I could buy it. He wanted me to see Meland and see what I could do. I asked him what I should give Meland for it. He looked me right in the face with a good deal of meaning and says "Buy it." I told him I would see Meland and see what I could do. I saw Meland some little time after, a week or two, and asked him what he would take for his interest in that Rade's property. He said he had made up his mind not to sell it. The first time I saw Allen afterwards I told him that Meland would not sell it, and that I had not supposed I could buy it. Allen replied "Well I didn't

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"much think you could." This was the last conversation I had with Allen respecting the Reed property to my recollection - and was also in the Mill yard at Boston Neck, and I should think some two weeks after he asked me to buy the property. I was also acquainted with Allen so far as I know, when I had these conversations with him. I have given the language as nearly as I am able.

Interrogatory Fifth - Did you have any conversation with the said Defendant Allen Linnis in relation to said purchase after the 21st of May 1852 and prior to the month of October in the same year? If yes, by what name, did the Defendant designate the lots at that time? And what did he say in relation to them, & who if any one was interested with him in the purchase of said Lots from Matthew Laffin.

Answer to Interrogatory Fifth. I have already detailed the substance of the two conversations which I had with Allen after the 21st of May 1852 and before the month of October of that year, respecting this purchase, in my Answer to the fourth interrogatory. In both of them he called the property the Seven Lots or the Reed property. as I have already stated he said that Melana was interested with him (Allen) in the purchase of said Lots from Laffin. The terms have given before.

Interrogatory Sixth - In reply to the last part of the 5th interrogatory you answer that the Defendant told you that the Complainant Melana Linnis was interested with you him in said purchase from Laffin state fully all he said respecting the interest of said Complainant in said purchase, the extent of his interest and the terms upon which he obtained it.

Answer to Interrogatory Sixth.

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I have already stated in my reply to the Fourth interrogatory also that Allen said about Meland's interest. The offer which Allen made to me was to let me have an equal interest with him in the purchase, that is, a quarter of the whole property, He advanced half the purchase money, and took Gaffney's notes for one half of the money I advanced. And in the conversation he had with me in June 1852, he said that he had offered Meland and Meland had taken the same interest, which he (Allen) had offered me and on the same terms.

Interrogatory Seventh. Had you any knowledge of the Defendant's leaving Suffolk for Chicago in the month of October 1852, or at any time in the fall of 1852? If yes, state the time as nearly as you can now remember. Did you have any conversation with him about said lots after his return, if so what did he say respecting them and respecting the interest of the Complainant therein? Did he or at any time pay anything to you about your purchasing from the Complainant his interest in said Lots or say anything about buying out Complainant's interest himself. State fully and particularly also he then said respecting the interest of the Complainant and what you did in pursuance of his directions if anything?

Answer to Interrogatory, Seventh. Allen left Suffolk for Chicago in the fall of 1852 in September or October. He left I think in September.

After his return I had a conversation with him respecting said lots and about my or his purchasing from Meland, the latter's interest in said lots. All which I have fully & particularly stated in my answer to the Fourth interrogatory, and to which I refer for reply to this question.

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Interrogatory Eighth. Did the defendant at any time after he informed you that the Complainant was interested in said loss offer you any interest therein?

Answer to Interrogatory Eighth. He never did except after his return from Chicago, he said if I could buy out Meland's interest of Meland, he (Allen) would give me the Bond that had been drawn for Meland.

Interrogatory Ninth. What is the state of feeling at present existing between the Complainant and Defendant and where did it originate? What effect has it upon their social relations and business intercourse? What if anything have you heard the Defendant Allen Lewis say in relation to the feelings existing between them?

Answer to interrogatory Ninth.

They are now and have been since August 1862 entirely at variance with each other. I was present when it originated on the 22^d of August 1862, on Sunday night. Meland and I were sent for by some of Allen's family to go down to Allen's. We did so, and Allen took great offence at our coming. He seemed to be more angry at Meland than at me, since then they have not been on speaking terms with each other. They have no business intercourse with each other, so far as I know. I have heard Allen say, that he would not speak to Meland and had not spoken to Meland. I cannot tell the time when I have heard him say this, because we have had frequent conversations on the subject.

Interrogatory Tenth. If in reply to the last interrogatory you say there is a difficulty and misunderstanding existing between the Complainant and Defendant, state what you have observed as the result of that difficulty or misunderstanding on the part of the Defendant?

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Have you frequently seen them together, or in the same room since the difficulty arose. Have they since that time to your knowledge had any conversation with each other, and what if any thing have you heard the Defendant say about conversing with a Complainant since the origin of the difficulty?

Answer to Interrogatory Sixth.

The result is that they do not speak to each other. I have seen them together in the same room at different times and no conversation has passed between them since August 1852 to my knowledge. In reply to the last branch of the question I refer to what I have said in answer to 9th interrogatory.

Interrogatory Seventh. Have you since the origin of the difficulty had any business connections with the Complainant and Defendant & any settlements to make in which they were both interested. If so, who was present at such settlements & who absent. And what excuse for an absence, if any, was given to you.

Have you at any time spoken with Defendant about a reconciliation with the ^{Complainant} Defendant? If so, what has he said in relation to it?

Answer to Interrogatory Eighth.

Parks, Meland, Allen & myself are equally interested in an Axe factory. We were called together for the purpose of settling our Axe factory business at Meland's house in March 1853. Parks Meland & myself were present. Allen was absent. I do not know the excuse given by Allen for his absence. I think I have spoken to Allen about a reconciliation with Meland, I cannot recollect what he said in reply.

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Interrogatory Twelfth.

Are you acquainted with the pecuniary condition of the said Complainant and have you been so since the Spring of 1852. If yes, state what you know of his responsibility and means?

Answer to Interrogatory Twelfth. I think that I am acquainted with his pecuniary condition and have been since the Spring of 1852. I think that he has been at any time since that Spring able to raise from \$5000 to \$10,000 if required.

Interrogatory Thirteenth. Do you know any other matter or thing of benefit or advantage to the Complainant in this cause, if so, declare the same fully?

Answer to Interrogatory Thirteenth,

I do not think of anything.

Cross Interrogatories and Answers thereto
by the Witness on the part of the Defendant

Cross Interrogatory First to Interrogatories Three and Four.

What month in the year 1852 did you have the conversation of any conversation was had by you with Deft as mentioned & required for by interrogatories 3 & 4?

Did not Deft tell you at that time that Complainant had refused to have anything to do with the purchase of the Lots therein referred to. Where was that conversation held. State particular what time of day was it? and who was present, How long was the conversation.

Did not Deft offer to give an interest in the purchase of the

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lots on the following terms, to wit; that you was to advance the whole purchase money for said lots and take one fourth interest in the same; to pay one fourth of seven thousand dollars price to be paid for the same at the time of purchasing; and the balance in three equal payments in one, two and three years.

To Parks Linnis.

Did he not tell you that these were the terms on which he Deft was to purchase or have purchased the same of Matthew Luffin, Did not Deft offer you an interest in said Lots on said terms, or similar terms at different times at your house in Suffolk and at other houses in the year 1852 after the month of May in said year. That was not the property referred to called the Reed property in Chicago.

Did not you tell Deft that you could do better with your money than to take an interest in that property.

Can you fix the precise date of any conversation you had with Deft in the year 1852? If yes, how are you able to fix the time. State who, if any one, was present besides you and Deft at such conversations.

Answer to Cross Interrogatory First to Interrogatories Three and Four

I have already in my answers to the Third & Fourth interrogatories stated as fully and accurately as I can, all the conversations I ever had with Allen on the subject of the Reed property with the dates places and circumstances.

Nobody was present at any of the conversations except the one of the 20th of August 1852 at Allen's house. Melane was then present, whether any one else of the family was there at the time spoken of I do not know but I think my brother Parks was also there.

I have also fully stated the terms of Allen's offer to me to purchase an interest in the Peaco property in my answer to the 3^d interrogatory. He did not propose that I was to advance the whole purchase money according to my recollection and for the terms of his offer I refer for a further reply to my said answer. He said that my first payment would be about nine hundred dollars,

The terms & upon which Saffin had offered the property to him were that he was to advance the whole money \$4000⁰⁰ take Saffin's notes for half that amount at 8 per cent interest, and take half the property. The payments if I recollect aright were to be as follows: the first quarter was to be in Cash. The residue to be in three equal payments, in one, two and three years.

I did tell Allen that I had no money to spare from my business. The property has sometimes been called "the Seneca lots in Chicago" and sometimes "the Peaco property."

Allen did not offer me any interest in that property after he had told me that Meland had taken an interest, except after he returned from Chicago, when he wanted me to buy it of Meland as heretofore stated. At the time that Allen offered me the lots I do not recollect that he said that Meland had refused to take an interest.

Cross Interrogatory Second to Interrogatory First.

Did not Deft designate said Lots as the Peaco property?
Did not Deft tell you soon after the 2^d of May 1852 that Complainant had wholly refused to take any interest until the date of the purchase of said lots and did he not repeatedly say the same prior to the month of October following.

with persons with whom he has had business intercourse?

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Has not the Deft said to you that he did not wish to have anything to do with Complainant for the reason that he the Complainant would get into a passion and create unpleasant feelings to Deft?

Did not the difficulty commence by the Complainant's abusing Defendant? Did he not abuse Deft at his Deft's house in the commencement of the difficulty between these parties in the month of August 1852?

Q John K. Loomis. Did not Complainant threaten and threaten to bind the Deft when he was sick?

Q Parks Loomis - Have you not said since in presence of Rowland Loomis that Complainant abused and ill treated the Deft at that time and that you was ashamed of his Complainant's conduct, and have you not told Deft that you never saw such a 'snip'?

Has the Complainant ever to your knowledge called in person on the Deft since August 1852 to do any business of any kind with Deft?

Has not Deft in the past few years asked you why a Complainant did not come and settle with him and pay him what Complainant owes him in the Wood factory account, and for his interest in the proceeds and profits of the James Loomis 'Farm'?

If to this last question you answer yes, have you not told Complainant what Deft has said. If you have what excuse has the Complainant giving for not calling on Deft and settling said accounts?

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Did not Complainant have a difficulty and affair with H. N. Prout about two years ago. If yes, did not Deft take the part of Complainant, concerning that difficulty and express himself in your presence to the effect, that if he Deft had been present at the time of the affair he would have defended the Complainant.

Have not Complainant and Deft been Members, and are they not now Members of the same Church. Have they not communed together since the commencement of their difficulties?

Have you not during the past four years at any time in the absence of Deft, heard the Complainant talk abusively of the Defendant.

Answer to Cross Interrogatory Fifth. It interrogatories Truth and Truth.

I do not recollect that Allen ever told me that he had done business with Meland by Byron Lornis his son as an Agent. I recollect of Allen saying that Byron was sent by his Father to him Allen to see something about a Note, but what the particulars were on the time was I cannot tell.

I did receive from Meland as proceeds of sales of an Wood factory mentioned in the question on the 15th of March 1853 \$965 ⁷⁵/₁₀₀. The same amount belonged to Allen as I supposed. I don't know whether Meland has paid it to Allen or not. I have not to my recollection asked him why he did not pay it.

I cannot say what has been the custom of Allen in employing his sons as his agents. but presume he may have done so.

He may have given the reason mentioned but I do not recollect.

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I do not know that the Complainant abused the Deft, we went to Allen's House at the request of his family and had no hostile feelings to Allen.

I never saw any abuse from Meland towards Allen at the time of the commencement of the difficulty. I heard Meland say then that he ought to be hanged, but did not threaten to do it.

Meland has not to my knowledge called in person on Allen since August 1859 to do any business.

I think Allen has in the past few years asked me why Meland did not come and settle with him on the business mentioned. I do not recollect whether I have or have not told Meland of these remarks of Allen.

Meland in trying to protect the Church Bittings from fire had some harsh words with Punt some two years ago, as I was told, I was not present during the whole time.

Allen manifested a very good feeling in regard to that matter. I do not recollect the words he made use of, but the idea was that he would have taken Meland's part and not have permitted Punt to abuse him.

Meland and Allen have been and are now members of the same Church. They have not communed together since the commencement of these difficulties to my knowledge.

I have heard Meland say that Allen ought to be taken care of. I have heard him say nothing more abusive to my recollection.

Cross Interrogatory Sixth to Interrogatory Eleventh.

Has not Deft told you that his business by way of settling accounts is usually to be done through his Defts Agents, to wit, his sons and especially where there is a long standing account.

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and much to be done with figures, and did he not give you as an excuse for not being present at any settlement that his son who was to go with him there could not attend to it at the time,

When you have spoken to Defendants about a reconciliation with Complainant has he not told you that the Complainant was the first to commence the difficulty and it was his duty to come and see him, Deft.?

Have you not been to Deft at the request of Complainant on business? If yes, has the Complainant ever desired you to act as Agent or as a friend to complete any business respecting the purchase of an interest of the lots in question?

Answer to Cross Interrogatory Sixth to Interrogatory Eleventh,

He might have spoken to me to the effect that his business by way of settling his accounts was done through his sons, but I do not recollect particularly. He has not given me as an excuse for not attending a settlement that his son could not be present.

Whenever I have spoken to Allen or to Meland about a reconciliation I have avoided paying attention to their excuses and do not recollect what Allen has said.

I have not been to Allen at the request of Meland on business to my recollection, nor has Meland to my recollection asked me to act as agent or friend for him to complete the business in regard to the Chicago property.

Cross Interrogatory Seventh to Interrogatory Thirteenth,

Has not Complainant sent you Parks Conner to Deft to ask him Deft questions which might elicit answers from Deft favorable to Complainant and to effect your testimony in this case?

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Have you not asked Deft many questions concerning the matters in issue in this trial and at Complainant's request. Have you not as an inducement for Deft to converse with you about these matters, told Deft, that you was more in his favor than Complainant's.

Have you not told Burack Linnis, Deft's Son, that you was more in favor of Deft's cause in this suit than Complainant's. Have you not told other persons the same, if so, whom?

Have you not been to Henry, A. Linnis Dec^d with Complainant within the past year to visit in 1867, to inquire what he knew about this case. Have you not been to other persons for Complainant to find out what they would testify to in this case.

Have not you - John W. Linnis - been requested by Complainant to inquire of persons what they could testify to in this case? Has not Complainant offered you compensation for your service in preparing this case for him and in consulting persons to obtain testimony for him?

Are you or either of you interested pecuniarily in the result of this suit?

Answer to Cross Interrogatory Seventh to Interrogatory Thirteenth.

I was requested by Melana to inquire of Martha Cooley what she knew about this case, and I refused - and never spoke to her on the subject. That is the only instance in which I have been so requested.

To all the rest and residue of the questions in this interrogatory I reply - No.

James Root once said to me that he heard Rowland Linnis, Attorney say that they were going to put Melana through. I asked Root if he had heard them say anything more. he replied No.
(signed) J. W. Linnis

The Deposition of George H. Taffin of the Town of Pittsfield, County of Berkshire and State of Massachusetts a witness of lawful age produced, sworn and examined on his Oath each on the nineteenth day of February in the year of our Lord one thousand eight hundred and fifty eight at the room of Nathaniel Shipman in Hungerford House building so called in the City of Hartford in the County of Hartford and State of Connecticut by me Nathaniel Shipman a Commissioner duly appointed by a Decree of the Court of Common Pleas of said County in the State of Illinois bearing Teste in the name of Walter Kimball Esq. Clerk of the said Court of Common Pleas, with the Seal of said Court affixed thereto, and I come to direct as such Commissioner for the examination of the said George H. Taffin a witness in a certain suit and matter in Controversy now pending and undetermined in the said Court of Common Pleas wherein Melanor Lomis is Complainant and Allen Lomis, defendant, in behalf of the said Melanor Lomis, as well upon the Cross Interrogatories of the Defendant as on the Interrogatories of the Complainant which were attached to or inclosed with the said Commission and upon now others. The said George H. Taffin being first duly sworn by me Nathaniel Shipman, as a witness in the said cause previous to the commencement of his Examination, to testify the truth, as well on the part of the Complainant as the Defendant in relation to the matters in Controversy between the said Complainant and defendant so far as he should be interrogated, testified and deposed as follows:

Interrogatory First - What is your name, age and occupation and where do you reside?

Answer to Interrogatory First.

My name is George H. Lakin - My age is Thirty years.

I am a Merchant and reside in the Town of Pittsfield and State of Massachusetts.

Interrogatory Second. Do you know the parties Complainant & Defendant in the Title of these Interrogatories named or either and which of them, and how long have you known them respectively?

Answer to Second Interrogatory - I know them both, and have known each of them for about Seven years last past.

Interrogatory Third - What is your relationship to Matthew Lakin of Chicago and how if at all, was you connected with him in business in the Spring, Summer & Fall of 1852?

Answer to Third Interrogatory. I am the Son of said Matthew Lakin. I was connected with him as Clerk and Partner in business in the Spring, Summer and Fall of 1852.

Interrogatory Fourth. Do you know of the purchase of Lots 13, 14, 15, 16, 17, 18 & 19 in Block 4 in First Dearborn Addition to Chicago, Cook County, Illinois, in the Spring of 1852 by Matthew Lakin, if so, state at what time and from whom said purchase was made and by what name were the Lots usually designated?

Answer to Fourth Interrogatory. I know that said Lots named were purchased in the Spring of 1852 by my father. I think the agreement for the purchase was made in March of that year the first payment was to be made and was made in May of that year. The lots were bought of Charles M. Reed of Erie, Pennsylvania. The lots were usually designated as "the Reed Property" and some times were called "the River Street Property"

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Interrogatory Fifth. Were you at the time knowing to any negotiations between Matthew Laffin and the defendant Allen Loomis concerning the purchase of any interest in said Lots mentioned in Interrogatory Fourth, by Allen Loomis, the Defendant of Matthew Laffin. If yes, state how you acquired your knowledge of such negotiations, and what, if anything, was agreed upon between them.

Answer to Fifth Interrogatory. I was at the time of the negotiation knowing to said negotiation between Matthew Laffin and Allen Loomis concerning the purchase of an interest in said Lots by the Defendant of said Laffin. I acquired that knowledge from no conversations with my father, and also from letters received by him from Allen Loomis, which I read.

The agreement between them was that Allen Loomis was to make the whole payment for the purchase of said Lots, which was to be Seven thousand dollars - and in consideration of his furnishing the funds he was to have an undivided half interest in said lots. My father was to pay back to said Allen one half of said \$4000⁰⁰ with interest at the rate of Eight per Cent per annum. When my father purchased said lots, he wrote to said Allen making the offer heretofore stated, and which was afterwards agreed to by said Allen. Allen Loomis replied under date of April 21st 1852 or thereabouts stating that he would furnish the money, but that Father must give him the privilege of taking the interest in the property or not. He (Loomis) to decide which he would do within Six Months. He also further wrote that he had given his brother Nelson one half of the chance with him and requested Father to draw on a Note for \$1800. So that if they took the

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property they could give up the Note, as they wanted something to show for the money when they took a deed of the property.

Interrogatory Sixth. Were you present at any interview between the said Defendant and the said Matthew Laflin at any time during the fall of 1862, when the subject of said purchase was discussed or talked of between them. If yes, state as fully as you can remember it all that was done and said at such interview in relation to said Lots and when and where such interview took place?

Answer to 6th Interrogatory. On or about October 1st 1862 Allen came to Chicago. He and my father and myself had an interview at the Blue Head Tavern at that time. At that time a Deed was made in form of an undivided half of said lots by my father. I drew the said Deed at the same time a Bond for a Deed was drawn by me conveying from said Allen Lomis to Melance Lomis an undivided half of the portion which my father deeded to said Allen.

Previous to the drawing of said Bond or said last mentioned Deed, the question was asked, by my father, I think, how brother Melance was to be taken care of? and Allen said that he would fix the matter or papers with Melance on his (Allen's) return home. At the same time the suggestion was made by my father or myself that perhaps it would be better that Allen should execute a Bond for a deed to Melance, and let the Title remain in Allen on account of the convenience of making a deed in case of a sale to either parties afterwards, as it would require his signature. Thus the deed or Bond to which I have referred was drawn by me for Allen to execute. He did not execute it in my presence. I supposed from the conversation that he was to execute it when he got home.

Also that I have just narrated took place at the same time at

Bulls Head.

I did not know at that time, or if I did, do not remember of having heard of any rupture or disagreement having taken place between said Allen and Ireland Lorris, and do not think anything of the kind was intimated.

Interrogatory Seventh. What if anything was said by the said defendants concerning the Complainant's interest in or claim to said Lots at that time?

Answer to Interrogatory Seventh. I do not remember of Allen's saying anything about Ireland's interest in or claim to the Lots at that time. He said he would fix it with Ireland when he got home - or take care of it ^{or supplying} to that effect. He understood before Allen came to Chicago that Ireland was to have half of Allen's interest - but neither father nor myself ^{had} anything to do with Ireland. Our business was all transacted with Allen.

Interrogatory Eighth. Had you or the said Matthew Saffin to your knowledge any information respecting the Complainant's interest or claim of interest in said Lots prior to that interview. If yes, state how and from whom such information was derived. Did you at any time prior to said interview have any correspondence with the Defendant Allen Lorris, in your own name, or in the name of the said Matthew Saffin in respect to said Lots. If you say you did, state where the letters of said defendant now are, and if they are now in your possession attach them to your deposition and state whether you are acquainted with the handwriting of the said defendant, and if you are acquainted with his handwriting state your opinion as to the genuineness of the signatures to said Letter or Letters.

Answer to Interrogatory Eighth.

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My father and I had received a letter from Allen Lonnis here before referred to, of date of April 21, 1859 or thereabouts. I saw that letter and have also in my answer to the fifth interrogatory placed its contents, to which I refer for answer to this question.

That is the only information that I now recollect to have received from the Defendant in relation to Meland's interest, prior to October 1859. What additional information my father had I do not know. That letter is now in the possession of my father in Chicago.

Interrogatory Ninth. Was any instrument in writing drawn up between the Complainant and Defendant, at the interview between the defendant and said Matthew Saffin referred to in the 6th and 7th interrogatories. If yes, who crafted the same, at whose request and for what purpose. What was done with said instrument in writing and what was said by said Defendant in relation to it?

Answer to Interrogatory Ninth. I have already in my answers to the sixth and seventh interrogatories stated fully in regard to the Bond drawn up by me from Allen to Meland, and to those answers I here refer. It was drawn up at the suggestion of either myself or my father for the convenience and benefit of both Meland and Allen, and for the purpose of giving Meland as between him and Allen a title to one half of Allen's interest in said lots, and also to obviate the trouble of obtaining signatures of both parties to every deed in case of future sales.

I do not know what was done with it, and what was said by the Defendant (I have already narrated).

Interrogatory Sixth. Were you at that time informed in any way of any disagreement between the Complainant and Defendant?

Did the Defendant in any manner refer to any such disagreement or say anything about the Complainant Melana Lomis having refused to have anything to do with the purchase of said Lots, or to say his proportion of the purchase money? If so, state what he said about the Complainant or his interest in the purchase?

Answer to Interrogatory Sixth. I was not informed at that time to my recollection of any disagreement between Allen & Melana Lomis.

I do not recollect that Allen referred to or said anything of the matter inquired of.

Interrogatory Seventh. Are you now and have you been since the Spring of 1852 acquainted with the condition of said Lots 13. 14. 15. 16. 17. 18 & 19 in Block 4 of Fort Dearborn Addition to the City of Chicago and the rents and expenses of the same. If so, state what has been during that time expended on said Lots, and how the amount compares with the receipts therefrom? Whether said Lots have been rented or rentable for any purpose?

Answer to Interrogatory Seventh. I have been since the Spring of 1852 and am now acquainted with the condition of said Lots, and acquainted with the rents and expenses of the same up to May 1855. I cannot say how much has been expended on said Lots, but I think the receipts did cover the expenditure up to May 1855 to a considerable amount. The Lots are covered by Duellinghouses and have been rented as such.

Interrogatory Eighth. Do you know any other matter or thing of benefit or advantage to the Complainant on the trial of said cause. If you

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declare the same as fully as though you were thereunto particularly interrogated?

Answer to Twelfth Interrogatory. I do not.

Cross Interrogatories and Answers by the witness on the part of the Defendant.

Cross Interrogatory. Has not Complainant been to you in the year 1854, and inquired of you, what you knew about the matter in issue in this case - and has he not told you very emphatically that you did remember certain supposed conversation and facts, which he called your attention to, and which you told him you did not remember.

State time and place of this conversation. Has not Complainant been to you?

Answer to Cross Interrogatory. Complainant came to me in the year 1854 and inquired of me what I knew in this case.

He may have reminded me of some conversation - but I do not now remember what they were. He has not influenced me to deviate from what I believe to be the true state of the facts heretofore stated.

He called upon me I think in Pittsfield during the past summer.

(Signed) Geo. H. Salter.

The Deposition of Nathrop. G. Lonnis of the County of
 Hartford and State of Connecticut a witness of lawful age produced
 sworn and examined, on his Corporal Oath, on the Twenty second
 day of February in the year of our Lord one thousand eight hundred
 and fifty eight. at the room of Nathaniel Shipman in Hungerford
 House Buildings so called in the City of Hartford in the County of
 Hartford and State of Connecticut aforesaid by me Nathaniel Shipman
 a Commissioner duly appointed by a Decree Potestatum or Commission
 issued out of the Clerk's Office of the Court of Common Pleas of Cook
 County in the State of Illinois bearing Teste in the name of
 Walter Knibb Esq. Clerk of the said Court of Common Pleas with
 the Seal of said Court affixed thereto, and to me directed as such
 Commission for the examination of the said Nathrop. G. Lonnis
 witness in a certain suit and matter in controversy now pending and
 undetermined in the said Court of Common Pleas wherein Melana
 Lonnis is Complainant and Allen Lonnis, Defendant in behalf of the
 said Melana Lonnis as well upon the Cross interrogatories of the Defendant
 said Allen Lonnis, as on the interrogatories of the Complainant said
 Melana Lonnis, which were attached to, or enclosed with the said
 Commission and upon none others. The said Nathrop. G. Lonnis being
 first duly sworn by me as a witness in the said cause previous
 to the commencement of his examination to testify the truth as well
 on the part of the Complainant as the Defendant in relation to the
 matters in controversy between the said Complainant and Defendant
 so far as he should be interrogated testified and deposed as follows,

Interrogatory First.

What is your name age and occupation and where do you reside?

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Answer to First Interrogatory. My name is Hester P. G. Dennis my age is Twenty nine years. I am a Manufacturer of and dealer in Cigars I reside in the Town of Suffolk in the County of Hartford and State of Connecticut.

Interrogatory Second. Are you acquainted with the parties Complainant and defendant in the Title of these Interrogatories names or either and which of them, and how long have you known them respectively?

Answer to Second Interrogatory. I am acquainted with them both. They are each of them my uncles. I have known them both as long as I can remember.

Interrogatory Third. Do you know of any difficulty existing between the said Complainant and defendant. If yes, state when it first occurred when you first knew of its existence, and what to your knowledge has been its effect upon their social relations and business intercourse?

Answer to interrogatory Third. I know that a difficulty exists between them. It first occurred in August 1859. I knew of it soon after it occurred. I have never known them to speak together since and I have often seen them meet together at different places without speaking to each other.

Interrogatory Fourth. Have you ever heard the Defendant Allen Dennis say anything in relation to any difficulty between him and the Complainant. If yes, state the time or times as nearly as you can remember, also all he said about it, and about his intercourse with the Complainant since the difficulty arose. How recently have you heard him speak of it thus?

Answer to Interrogatory Fourth. I have heard Allen Parris speak of the difficulty between him and Meland Parris.

I have heard him speak of it at different times, but cannot state the time or place particularly, because I did not lay up the circumstances of the conversation in my memory. I have heard him say within the last Eighteen Months, that he had not spoken to Meland since the difficulty commenced, and would not speak to him or have any thing to do with him. This was the substance of the conversation.

Interrogatory Fifth. Do you know any new matter or thing of benefit or advantage to the complainant on the trial of this cause. If so, declare the same, fully and particularly.

Answer to Interrogatory Fifth. I think of nothing further, that I remember.

Gross Interrogatories and Answers thereto
by the witness on the part of the defendant.

Gross Interrogatory First to Interrogatory Third.

If you have any knowledge of a difficulty between these parties. State your means of knowledge?

Answer to Gross Interrogatory First to Interrogatory Third.

I knew of it soon after it occurred from conversation with the parties, and from seeing them together. I have often seen them together at different places without speaking. and have heard Allen speak of it in the manner described in my reply to the Fourth Interrogatory.

Gross Interrogatory Second to Interrogatory Fourth.

If you have heard Deft say anything about the difficulties

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spoken of how not Deft said that complainant was fraudulent and disagreeable to do business with and that he Deft now had nothing to do with complainant now for the reason that he did not wish to have any dispute or trouble with him

Answer to Gross Interrogatory Second to Interrogatory Fourth.

I do not remember to have heard Allen say anything of the kind inquired of in this Interrogatory.

Gross Interrogatory Third to Interrogatory Fifth.

Harri Lomis - Have you not recently had a dispute with defendant about the renewal of a certain Note which you own Deft and which he Deft requested you to renew. Did you not both of you have heated and quarrelsome words with Deft about said Note.

Answer to Gross Interrogatory Third to Interrogatory Fifth.

I know nothing about the matters inquired of -
(signed) H. L. Lomis.

The Deposition of Henry A. Perkins of the County of Hartford and State of Connecticut a witness of lawful age produced sworn & examined on his solemn Oath on the Tenth day of February in the year of our Lord one thousand eight hundred and fifty eight at the Banking House of the Hartford Bank at the City of Hartford in the County of Hartford and State of Connecticut aforesaid by me Nathaniel Shipman a Commissioner duly appointed by a Declined Petition or Commission issued out of the Clerk's Office of the Court of Common Pleas of Cook County in the State of Illinois bearing Teste in the name of Walter Kimball Esq. Clerk of the said Court of Common Pleas with the Seal of said Court affixed thereto, and to me directed as such Commissioner for the examination of the said Henry A. Perkins by the

name of Henry Perkins, a witness in a certain suit and matter in controversy now pending and undetermined in the said Court of Common Pleas wherein Melancthon Linnis is Complainant and Allen Linnis, Defendant, in behalf of the said Melancthon Linnis, as well upon the Cross Interrogatories of the Defendant, as on the Interrogatories of the Complainant, which were attached to or enclosed with the said Commission and upon now others. The said Henry A. Perkins being first duly sworn by me, as a witness in the said cause previous to the commencement of his examination to testify the truth as well on the part of the Complainant as the Defendant in relation to the matters in controversy between the said Complainant and Defendant, so far as he should be interrogated, testified and deposed as follows.

Interrogatory First. What is your name, age and occupation and where do you reside?

Answer to First Interrogatory. My name is Henry A. Perkins. My age is Fifty six years. I am President of the Hartford Bank and reside in the Town and County of Hartford & State of Connecticut.

Interrogatory Second. Do you know the parties Complainant & Defendant in the Title of these Interrogatories named or either and which of them and how long have you known them respectively?

Answer to Second Interrogatory. I know Melancthon Linnis well and have known him for more than Twenty years. I am but slightly acquainted with Allen Linnis.

Interrogatory Third. Have you been since the year 1852 and are you now acquainted with the pecuniary responsibilities of the Complainant Melancthon Linnis. If so state what you know in respect to the

means and ability pecuniarily; also your means of knowledge?

AA
Answer to Third Interrogatory. I have been since the year 1852 and am now acquainted with the pecuniary responsibility of said Melanor Linnis. He has been for many years and is now a man of high Credit - is a Stockholder in the Hartford Bank and owns other Stocks. He is a man who could raise from \$10,000 to \$15,000 at any time as quietly as any body who comes into Hartford. My means of knowledge are derived from having done business with him at our Bank.

Interrogatory Fourth. Have you or have you not, since the year 1852 been connected with the Bank at which the Complainant has been accustomed to keep his account - If yes, state in what capacity you have been connected with said Bank, and how the Complainant's account at said Bank has been during that time.

Answer to Fourth Interrogatory. I have been since the year 1852 connected with the Hartford Bank where Melanor Linnis has been accustomed to keep his account. Before 1853 I was Cashier of the Bank for Twenty five years, since that time I have been President.

He has occasionally wanted discounts, but generally has money on deposit. His discounts are moderate.

Interrogatory Fifth. State any other matter or thing which you may know of benefit or advantage to the Complainant on the trial of this cause.

Answer to Fifth Interrogatory.

I know nothing more about the case.

(Signed) Thomas A. Perkins."

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And thereafter to wit on the Twenty second day of March A. D. Eighteen hundred and fifty eight, there was filed in the Office of the Clerk of said Court certain Depositions on the part of the Complainant whereof said Deposition is in the words and figures following, to wit:

The Deposition of Moses Lomis of the Town of Southwick County of Hampden and State of Massachusetts a witness of lawful age produced, sworn and examined on his Corporate oath on the Eighteenth day of March in the year of our Lord one thousand eight hundred and fifty eight at the room of Nathaniel Shipman in Hangerford Hor's Building so called in the City of Hartford in the County of Hartford and State aforesaid by me Nathaniel Shipman a Commissioner duly appointed by a Decree of Probate and a Commission issued out of the Clerk's Office of the Court of Common Pleas of Cook County, in the State of Illinois: bearing Teste in the name of Walter Kimball Esq. Clerk of the said Court of Common Pleas, with the Seal of said Court affixed thereto, and to me directed as such Commissioner for the examination of the said Moses Lomis a witness in a certain Suit and matter in Controversy now pending and undetermined in the said Court of Common Pleas, wherein Melana Lomis is Complainant and Allen Lomis, Defendant, in behalf of the said Melana Lomis, as well upon the Cross Interrogatories of the Defendant as on the Interrogatories of the Complainant, which were attached to or enclosed with the said Commission and upon now others. The said Moses Lomis, being first duly sworn by me Nathaniel Shipman, as a witness in the said cause, proceeds to the commencement of his examination to testify the truth as well on the part of the Complainant as the Defendant in relation to the matters

in controversy between the said Complainant and Defendant so far as he should be interrogated, testified and deposed as follows.

Interrogatory First. Do you know the parties Complainant and defendant in the Title of these Interrogatories named or either and which of them and how long have you known them respectively?

Answer to Interrogatory First. I know both of said parties and have known each of them ever since I remember.

Interrogatory Second. What relationship exists between you and the said parties, and on what terms are you on with them respectively?

Answer to Second Interrogatory. They are my brothers and I am on intimate and friendly terms with both of them.

Interrogatory Third. What is the relationship between the Complainant and Defendant?

Answer to Interrogatory Third. They are brothers.

Interrogatory Fourth. Did you in the Spring of the year 1852 have any conversation with the said Defendant - Allen Lomis about his purchase of some Lots in the City of Chicago of Matthew Laffin? If yes, state where and when said conversation took place and give said conversation as near as you can now recollect it?

Answer to Fourth Interrogatory. Sometime in the Month of March or April in the year 1852 I was at Allen's house and staid there all night. He told me that he had had from Matthew Laffin of Chicago an offer to take half of a purchase of seven lots in Chicago. Laffin was to give seven thousand dollars, and he wanted Allen to advance the whole money and Laffin would pay him (Allen) 8 per cent interest for his (Laffin's) half, in which event

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Allen would own one half of the property and Laffin the other half. But Allen said that he had so much business in his hands, that unless he could get my brother Melano to go in with him, he thought he should have nothing to do with it. This was the substance of the conversation.

Interrogatory Fifth. If you say, you had a conversation with the Defendant as inquired about, in interrogatory No 4, how if at all, did the Defendant describe the Lots - and how many did he say there were of them, and what if anything did he say about the terms of the purchase and his ability to comply with those terms?

Answer to Fifth Interrogatory. He described them as being seven lots. He also called them the Black property. He said that Laffin wished him to advance the whole purchase money to wit, seven thousand dollars - take Laffin's Notes at 8 per cent interest for Laffin's half of the money advanced - and he said that he had so much business in his hands that he could not take hold of it unless brother Melano would go in with him, take a quarter of the purchase and advance half of the money.

Interrogatory Sixth. Did you ever have any other conversation or conversations with the Defendant Allen Laffin about said Lots or his purchase of them? If yes, state as nearly as you can where and where such conversation or conversations took place. Did he mention any other person as concerned with him in said purchase, if so, who and what if anything did he state the interest of such other person to be in said purchase?

Answer to Sixth interrogatory. Several weeks after the conversation last spoken of in the last of May or the first of June 1852, I was again at Allen's house. - Allen then told me that brother Melano

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had agreed to take the purchase of the Reed property with him (Allen) Melana was to have a quarter. Allen a quarter and Saffin one half - and that he (Allen) and Melana, were to advance each one half of the whole purchase money, and take Saffin's notes at 8 per cent interest for the half advanced for him. No other person was mentioned as being connected in the transaction.

Interrogatory Seventh. It is answered to the last Interrogatory you say that the Defendant told you, that the Complainant Meland Lewis had an interest in said purchase. State as nearly as you can, when the defendant first stated to you that the Complainant had an interest there. Did he say anything to you about the interest of the Complainant in said purchase at any other time or times. If you state when & where, and particularly all that he said?

Answer to Seventh interrogatory. When Allen told me first that Melana had an interest in said purchase was either in the last of May or the forepart of June 1853. Allen spoke to me in the fall of 1853 or the winter of 1853 & 1854, about the purchase and said that Melana owned one quarter, himself one quarter and Saffin one half. This was at Allen's house also. The particulars of the conversation I cannot give.

Interrogatory Eighth. Do you know of any difficulty or disagreement between the said Complainant & Defendant? If you, state when it commenced and how it has affected their social relations & intercourse since that time? Has the said defendant ever conversed with you in relation to his difficulty with the Complainant? If you, at what times, and what did he say, if anything about it? and their intercourse since said difficulty arose? what was his language in

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whilst speaking of the Complainant? use his words as nearly as you can remember them.

Answer to Interrogatory Eighth. I know of said difficulty.

In the latter part of August or the Month of September 1852 I saw Allen in Springfield, Massachusetts where he and his family were boarding at that time. He said that he and Meland had had a difficulty - that Meland and John W. Corwin came to his (Allen's) house at that time before and interfered in his family affairs and that Meland must not come to his house any more, must keep away from him, and that he was not going to have anything more to do with Meland. - Allen used threatening words, said that if Meland came into his house, he would beat his (Meland's) brains out as quick as he would a rattlesnake. -

They have not to my knowledge spoken to each other since. I have often seen them together & they paid no attention to each other.

Allen has often since told me that he had not spoken to Meland since the difficulty commenced.

Interrogatory Ninth. Do you of your own knowledge or by conversation with the Defendant know whether has been any communication between the Complainant and Defendant since the origin of the difficulty between them, if any. If yes, state whether they are and have been on speaking terms? If you know about it from conversations with the Defendant - State fully also what he said and the time or times when such conversations occurred?

Answer to Ninth interrogatory. From conversations with Allen I know that there has not been any communication between Meland & Allen since the difficulty commenced. They have not been and are not on speaking terms.

The last time Allen spoke of it was in the fall of 1856. It was at the Collico Show in Suffolk. He then said that he had not spoken to Melano since they had their difficulty. I have heard him say the same thing at other times, but I could not designate the times or places particularly. I have seen them together and not speak to each other, or take any notice of each other.

Interrogatory First. Have you heard the defendant say anything about the Complainant's interest in the Lots bought of Matthew Saffin since the commencement of said difficulty. If yes, state fully what he said the time or times and the place or places at which the conversations so occurred. When did you last have any conversation with him about said lots and what did he say at that time?

Answer to First Interrogatory. I have heard Allen speak of Melano's interest in said premises, since the commencement of the difficulty, in the fall of 1853 or in the winter of 1853-4. I was at Allen's house. It was previous to my going to Ohio to buy tobacco for him, which was in February 1854. Allen mentioned the Reade property purchase said that Saffin had half, he and Melano each a quarter, and said that they would make money out of the speculation.

In October or November 1854 after my return from Ohio and the Tobacco had been sold, I was at Allen's house and we settled our accounts. He made a good thing out of the Tobacco, and Allen said he had helped me to make the money which I did make.

Then he said he had helped all the brothers and had helped Melano that he (Allen) was the means of Melano's buying an interest in that Reade property, by which Melano would make a good deal of money. I don't recollect the sum which he stated, but I think it was

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was \$19,000 each, which they would make. - that they had not sold it, and the prospect was that they would make more. He then again made the same statement as before, that they owned it together, Meland and himself each a quarter and Matthew Lafini one half.

This was the last conversation I had with Allen on this subject.

Interrogatory Eleventh. Do you, or do you not know by any admission of the said Defendant or otherwise, who paid the first payment on said Lots. If yes, state fully all you know about it, and all that the Defendant paid in relation to the other payments on said Lots. If you say that a part of said first payment was made by the Complainant Meland Comis, state if the Defendant gave any reason to you, and if so, what reason why the Complainant has not paid any more?

Answer to Eleventh Interrogatory: In the last conversation last spoken of in my answer to the 10th Interrogatory. Allen said that Meland had never made but one payment towards said purchases about \$900. That was the first payment I asked him why Meland has not made the other payments Allen said "I have never asked him for them for I do not speak to him at all, and have not spoken to him since the difficulty commenced." "But" Allen said "Meland will have to pay me 8 per cent interest on the money I have paid, advanced for Meland. He will think it is hard, but he will have to pay it, as I receive that from Lafini."

Interrogatory Twelfth. Do you know of any other matter or thing of benefit or advantage to the said Complainant on the trial of this cause? If yes, state the same as fully as though you were thereunto particularly interrogated.

Answer to Twelfth Interrogatory.

I do not recollect of anything.

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Cross Interrogatories and Answers thereto
by the witness on the part of the defendant.

Cross Interrogatory First. Did you not in summer of 1854 tell Calvin Tomis that you knew nothing whatever about the controversy between Deft and Plt referring to this Suit?

Answer to Cross Interrogatory First. I have no recollection of any conversation on this subject with or such remark made to Calvin Tomis. If any such had been made, I think I should recollect it.

Cross Interrogatory Second. Did you hear the Deft in the Spring of 1852 warn the Plt against having anything whatever to do with Nath Saffin. Did you also hear the same thing at other times, and if so, state how often and when?

Answer to Cross Interrogatory Second. I have never heard Nelson at any time warn Allen against having anything to do with Matthew Saffin.

Cross Interrogatory Third. Are you under large pecuniary obligation to the Deft. If under any at all state to what extent, and what amount of money, if any, you have received from the Deft within six months past?

Answer to Cross Interrogatory Third. I owe the Plaintiff two notes - one for Two thousand dollars and one for Six hundred and fifty dollars and interest. I owe him about a hundred dollars on account and a Sixty five dollars in money, for which I have agreed to let him have

a part of my Tobacco brok in payment, I have received about Sixty five dollars from the Plaintiff within six months past.

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Cross Interrogatory Fourth. If in reply to any of the foregoing Interrogatories you answer that you heard any conversation by debt in regard to Deft's interest in the debt purchase of some lots in Chicago State who was present at such conversation or conversations and each of them?

Answer to Cross Interrogatory Fourth. The conversation in October or November 1854 was between us alone. He sat up together after the family had gone to Bed. In regard to the other conversations I have no recollection of any other one being present. There might have been some of Allen's family but cannot recollect.

Cross Interrogatory Fifth. If in reply to the last Cross Interrogatory you answer that you have heard such conversations, State whether you ever heard such conversations after June 1852 - State also whether the Deft did not in the course of such conversations or some one of them inform you that the Deft had formerly agreed or intended to take an interest in said purchase but has since concluded not to do so.

Answer to Cross Interrogatory Fifth. All the conversations in which Allen told me that Meland had an interest in the head property were after June 1852. Except the first one, which was in that month according to my recollection. The defendant never told me to my recollection that Meland formerly agreed or intended to take an interest in said purchase, but has since concluded not to do so.

Cross Interrogatory Sixth. Do you know any other matter or thing so material to the Deft's case. If so state the same as fully as if particularly interrogated thereto.

Closure to Cross Interrogatory Fifth.

I do not know what I do.

Witness Linnis."

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And thereafter to wit on the tenth day of July in the year of our Lord one thousand eight hundred and fifty eight, there was filed in the Office of the Clerk of said Court, a certain Notice of Motion in said cause: Which said Notice is in the words and figures following to wit:

"In the Cook County Court of Common Pleas
of the July Term A.D. 1858.

"Melanah Linnis

(vs)

Allen Linnis

In Chancery.

The defendant in the above entitled cause will please take Notice that on Saturday the 10th day of July instant at the opening of said Court or as soon thereafter as Counsel can be heard no plea as the Solicitors of said Complainant move said Court for an order to close the Proofs in said cause by the first day of September next. At which time and place you can appear and show cause against said Motion if you think proper.

To Seates, Mrs. Allison & Junks

Allen Linnis

Sols for Compl^t.

or his Solicitors

Chicago July 8. 1858."

"I hereby acknowledge service of a copy of the within notice.

Isaac N. Arnold

for Edwin M. Chamberlain."

Chicago July 8. 1858."

III

And afterwards on the said tenth day of July (being one of the days of the July Vacation Term of said Court) A. D. Eighteen hundred and fifty eight, the following proceedings were had in said cause, and entered of Record in said Court to wit:

Melana Lornis

vs

Oliver Lornis

Bill

This day comes said complainant by Wm H. Higgins his Solicitor and on his Motion it is ordered that the proof to be taken and used in this cause be closed finally by the first day of September next.

And thereafter to wit on the first day of September A. D. Eighteen hundred and fifty eight, there was filed in the Office of the Clerk of said Court a certain Stipulation in said cause in the words and figures following to wit:

" We hereby stipulate that all the Depositions returned in case of Lornis v Lornis in this may be opened at meet.

Seated, Wm. Alexander Bennett

Chicago

Sept 1. 1858

Solicitors for Compt.

Isaac M. Orndorff

Sols for Deft "

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And whereas to wit on the first day of September A D
eighteen hundred and fifty eight, there was filed in the Office of the
Clerk of said Court, certain Depositions on the part of the Complainant,
Which said Depositions, with the Exhibits thereto annexed are in the
words and figures following to wit:

"The Depositions of Matthew Saffin and Daniel H.
Corbin of the City of Chicago in the County of Cook and State of Illinois
and of Byron Lomis of Suffield in the State of Connecticut; witnesses
of lawful age produced, sworn and examined upon their general Oath
oaths on the Twenty second day of April in the year of our Lord one
thousand eight hundred and fifty eight, at the Office of and before
the undersigned, a Notary Public of the City of Chicago in the County
and State aforesaid duly appointed & by virtue of the Stipulation of
the bonded (on the part of) (which is annexed hereto) for the examination
of the said Saffin, Lomis and Corbin as witnesses in a certain suit
and matter in controversy, now pending in the Court of Common Pleas
for Cook County, on the Broadway side Street, wherein Meland Lomis
is Complainant and Allen Lomis is Defendant, in behalf of the
said Complainant.

The said Matthew Saffin being first duly sworn by
me as a witness in the said cause, previous to the commencement of
his examination to testify the truth as well on the part of the
Complainant, as the Defendant in relation to the matters in controversy
between the said Complainant and Defendant so far as he should be
interrogated, testified and deposed as follows.

Interrogatory First. State your name age occupation and residence?

Answer. My name is Matthew Laffin. I am fifty four, I am a dealer in Real Estate. I reside in Chicago.

2 Interrogatory Second. Do you know the parties Complainant and Defendant to the suit in the Caption to this Deposition named and how long have you known them?

Answer. I do, I have known them some forty or fifty years.

3 Interrogatory Third. Are you acquainted with the situation and title of lots 13, 14, 15, 16, 17, 18 & 19 in Block Four in Fort Dearborn Addition to the City of Chicago? If yes, State how and when you do become acquainted and what your means of knowledge are?

Answer. I am acquainted with the situation and title. I became acquainted by purchasing those same lots in March 9th 1852. I entered into a contract for the purchase of them with Charles McRae of Erie. The agreement of Sale and Bond I now offer as part of my answer to be attached to this my deposition marked respectively Exhibits "A and B". The first agreement was made to run to me or Mr Haddock, and I afterwards purchased Mr Haddock's interest in the same, and for which I paid Haddock fifty dollars.

4. Interrogatory Fourth. At what time did you purchase the interest of Mr Haddock in the Agreement marked Exhibit "A"?

Answer. About the date of the agreement.

5. Interrogatory Fifth. About the date of the Agreement,

At what time did you get a deed for said lots in pursuance of said agreement if at all?

Defendant's Solicitor here enters his objection to
the interrogatory.

Answer. I should think about 18th of June A. D. 1852.

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6. Interrogatory Sixth. When was the first payment made
upon said lots under your purchase?

Answer. I think it was made in March of 1852. I went on and
made the payment in compliance with the contract before the deed
was made to me.

7. Interrogatory Seventh. Was there at the date of your purchase
or at any other time to your knowledge any difficulty with the title
to said lots, or any trouble in obtaining a conveyance of the same?
If yes, state what it was?

Answer. There was no difficulty in regard to the title, but there was
some delay in getting my deed on account of General Reed being
absent from home.

8. Interrogatory Eighth. In whose name and for whose benefit did
you make said purchase?

Answer. I did it in my own name and for my own benefit.

9. Interrogatory Ninth. Where was the Defendant Allen Linnis
residing in the Spring of 1852 and was he in Chicago during that
time to your knowledge?

Answer. He was residing at Suffield, Connecticut, he was not in
Chicago at that time to my knowledge.

10. Interrogatory Tenth. Did you have any correspondence with
the Defendant in the Spring of 1852, respecting the purchase by him
of any interest in said lots. If yes, state when said correspondence
commenced - How long it continued, and what the result of it?

Answer. I had a correspondence with either in the latter part of March or April of the year 1852. I wrote the defendant about that time offering him one half of the purchase at cost, for his furnishing the whole amount of the money at eight per cent, as the payments became due, & giving him my notes for the half he advanced. I think I made a draft on him at the time for \$1800, that included the \$50 I paid Mr. Wadwick and the whole amount paid by me on the first payment. The reason that I made the draft for the \$1800 at the time was, we had had some talk previous in regard to making some purchases on joint account, the defendant agreeing to loan me the money, or take an interest with me, to be at his election?

11 Interrogatory Eleventh. Have you in your possession any copies of letters written by you to Defendant, and any letters received by you from him in reply, in relation to the purchase of said lots?

Answer. I have no copies of any letters I have written to him, I have a letter that I received from him in reply to the one which enclosed the \$1800. draft, and which I now offer as part of this my answer marked Exhibit "C."

12 Interrogatory Twelfth. Did or did not the defendant pay the Draft drawn by you as aforesaid, and if so, at or about what time was it paid? State all you know in ^{relation} ~~regard~~ to it?

Answer. He did pay the Draft, he paid it at maturity, the draft was dated the 24th of March 1852 at sixty days.

13. Interrogatory Thirteenth.

Did the Defendant at any time either in his Correspondence or conversation with you say anything in relation to his having

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disposed of any interest in said lots. If yes, at what time did he
so pay or write and to whom did he pay he had disposed of
it. State fully?

Defendant Solicitor here enters his objection
to the Interrogatory.

Answer. His answer of April 21st to mine he stated that he had
agreed to let his brother Ireland Poonis, who is the Complainant
in this case have one half of his interest, and that to the
Complainant was to furnish one half of the money. I don't recollect
of any other letter referring to that. I think I have had conversation
with him about it but I don't recollect particularly about it though
it ~~was~~ was all amicably settled.

14. Interrogatory Fourteenth. Have you ever made any conveyance
of said lots or of any interest in them? If yes, state to whom and
when and under what circumstances?

Answer. I have of an undivided half of them to Allen Poonis the
defendant, either by a Bond or Deed I forget which. I think the Bond
or deed was made sometime in October 1855, by his agreeing to comply
with the agreement. The papers were made in Chicago. I asked the
defendant, who was here at that time, how he was going to settle the
matter with his brother Ireland, he said he would fix it with him.
I said to my son George H. Taffin, who was present, to draw up
a Bond, between the Plaintiff and Defendant which he did and
the Defendant took it, I suppose.

15. Interrogatory Fifteenth. Where were you at the time of the
making, execution and delivery of the Bond or Deed you have referred
to in your last answer, and who were present?

Answer, I think it was done at the Bulls Head in the City of Chicago. I don't recollect of any one's being present save myself and you and the defendant.

16. Interrogatory Sixteenth.

What if anything was paid at that time by the defendant respecting the Complainant's interest in said lots?

Answer, I don't recollect of anything further being stated than what I have said which was, that he would live it with him, and I supposed he intended doing so, when he returned.

17. Interrogatory Seventeenth. Did you at any time after the making of the Deed or Bond to the Defendant know of the Complainant claiming or pretending to have any interest in said lots, if so, state all you know about it?

Answer, I have had frequent conversations with the Complainant, and he always claimed to have a quarter interest in the property. I have met him nearly every year.

18. Interrogatory Eighteenth. Have you ever heard any person try to buy of Complainant his interest in said lots?

Defendant's Solicitor here enters his objection to the Interrogatory.

Answer I did once. I was at his house with William A. Ferris and he asked him what he would take for his interest in the lots, at that time, the Complainant then refused to sell his interest. This was in the year 1864 or 1865.

19. Interrogatory Nineteenth. Did the Defendant at the time you presented the Bond or Deed to him pay anything in relation to a difficulty between himself and the Complainant if so what did he

say in relation to it?

Answer. I don't recollect that he did.

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20. Interrogatory Twenty. What is the state of feeling at present existing between the Complainant and Defendant, and what effect does it have upon their social relations and business intercourse?

Defendant's Solicitor here enters his objection to the Interrogatory.

Answer. They are not on friendly terms, not on speaking terms I suppose. They have no correspondence, or business relations to my knowledge.

21. Interrogatory Twenty one. How long has that state of feeling existed between them, to your knowledge?

Answer. Some four or five years, with one exception I believe they spoke together once.

22. Interrogatory Twenty two. State what was the substance of the conversation and what took place at the time you have so abovo referred to?

Defendant's Solicitor here enters his objection to the Interrogatory.

Answer. The defendant asked the Complainant into his defendant's house, and the defendant not being very well went into an adjoining room to the one in which the Complainant sat, and laid down, the door being open, I don't recollect of hearing any other conversation between them.

23. Interrogatory Twenty three. At whose request and for what purpose was the Complainant at the Defendant's house at that time?

Defendant's Solicitor here enters his objection to the Interrogatory.

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Answer. At the request of myself and William R. Loomis, an object was to make a settlement between them in regard to their personal differences.

24 Interrogatory Twenty fourth. Do you know of any other matter or thing to the benefit of the Complainant in this suit?

Answer I do not.

Direct Examination closed.

Cross Examination.

X 1. brief Interrogatory first. Did you have any correspondence with the Complainant in relation to these lots in the year 1852 or any conversation?

Answer I had no correspondence I don't know whether I saw him that season or not. I did not know him in the matter save through his brother the defendant.

X 2. brief Interrogatory Second. Did you ever have any correspondence or conversations with the Complainant in relation to the purchase of these lots, if any, what was it?

Answer I don't recollect of ever having any correspondence. I had no conversations with him in regard to the purchase previous to the making of the deed to the defendant.

X 3. Cross Interrogatory Third. When did you have the first conversation with the Complainant, or receive the first letter from him in regard to this matter?

Answer I don't recollect of ever receiving a letter from him on the subject. I think I had the first conversation with him about July

or August 1853, in relation to it.

12.11
X 4. Cross Interrogatory Fourth. Did you ever receive any other letter than that stated by you as received from the defendant in your direct examination in regard to this matter?

Answer. I don't think I ever did. I don't recollect of any now.

X 5. Cross Interrogatory Fifth. Did or did not the Complainant pay to you in 1853 that he would have nothing to do with Chicago property, or did he ever pay that, and if so, when?

Answer. I don't recollect of ever hearing him pay so.

X 6. Cross Interrogatory Sixth. You say in your direct examination that defendant stated in his letter that he was to let Nelson & Sonis have one half of his interest. Was this stated before or after the Draft was paid?

Answer. Before the Draft was paid.

X 7. Cross Interrogatory Seventh. Do you know whether Complainant furnished any part of the money to pay that draft?

Answer. I understand from the defendant that he did furnish \$900 for this object, towards the first payment.

X 8. Cross Interrogatory Eighth. At what time was this paid?

Answer. I think he wrote me to that effect and I think he afterwards told me so.

X 9. Cross Interrogatory Ninth. Did the defendant ever say that the complainant had refused to have anything to do with this property. Complainant's Solicitor here enters his objection to this Interrogatory.

Answer. I have heard him say so several times since the first payment was made.

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X 10. Cross Interrogatory Tenth. When did he first pay ss 3.

Objected to.

Answer. I don't recollect the first time but it was after the first payment was made. I should say about the latter part of 1853 or 1854.

X 11. Cross Interrogatory Eleventh. Did defendant ask you to draw a Bond from him to Complainant in regard to this property.

Answer. No, I don't think he did. I told my son to draw the Bond.

X 12. Cross Interrogatory Twelfth. Was such Bond drawn on your own motion?

Answer. I think it was.

X 13. Cross Interrogatory Thirteenth. You state in your depositions examination that complainant and defendant have not seen or spoken to each other for some four or five years, how do you know it?

Answer. I have been in company where they were and they did not speak to each other and I have seen them pass each other in the Street without speaking.

X 14. Cross Interrogatory Fourteenth. What time was it that you were at defendant's house in company with complainant and W. R. Loomis?

Answer. I think it was in July or August of 1854 or 1855 it might have been later in the fall.

X 15. Cross Interrogatory Fifteenth. Would defendant to the best of your knowledge have transacted any business with Complainant, if Complainant had called upon him?

Answer. I don't think he would at the time he called upon him, I can't say as to any other time.

X 16 Cross Interrogatory Sixth.

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Have you had any correspondence or communication of any kind with complainant respecting said property?

Answer I have had no correspondence with him in regard to it, I have had frequent conversations with him in regard to it, when we met.

X 17 Cross Interrogatory Seventh. What was the tenor of his communications in regard to the Reed Property?

Answer He always claimed an interest with his Brother, he said to me that he was willing to pay the money if he had been called upon for it.

X 18 Cross Interrogatory Eighth. When did he first pay that?

Answer I don't recollect when it was, it was after the first payment on the Bond became due, it was either in 1853 or 1854 that he told me so.

X 19 Cross Interrogatory Ninth. Have you a copy of the Bond drawn by George M. Taylor referred to by you in your direct Examination?

Answer I have not.

Re Examined.

1 Re Interrogatory First. What is the present condition of the said Lots, how are they occupied and for what purpose, and how and for what purpose have they been occupied since the Spring of 1850? If rented, at what price, and what have been the crops up to 1856?

The defendant's Solicitor here states his objection to the Interrogatory.

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Answer: Three of them are occupied by Buildings, the balance of them are occupied by tenants paying ground rents, they have been so occupied in the same way since the Spring of 1852; the papers which I now offer as part of my answer will show fully the receipts for rent. They are marked Exhibits "D & E."

Re 2. Interrogatory Second. By what name were those lots commonly designated in your Correspondence or Communication with the defendant, and did you have any purchase of property with the Defendant in Chicago in the Spring of 1852?

Answer: They were called the "lots bought of Charles M. Reed on the Reed property. I did not make any other purchases with the defendant in the Spring of 1852.

Subscribed and sworn to before me this 22^d day of April A.D. 1855.

Matthew Saffin

Jno. H. Magill

Notary.

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Interrogatories propounded to the said Byron Loomis
a witness produced and sworn as aforesaid, on the
part of the Complainant, and his answers thereto
as follows.

1. Interrogatory First. State your name, age, occupation and
residence?

Answer. Byron Loomis. I am Twenty six years of age, I am a
Clerk, I reside at Suffield, Connecticut.

2. Interrogatory Second. What relation are you to the Complainant
and Defendant respectively?

Answer. I am Son of the Complainant and Nephew of the Defendant.

3. Interrogatory Third. Are you acquainted with the handwriting
of the defendant?

Answer. I am, I have seen him write his name a hundred times.

4. Interrogatory Fourth. Look upon the paper writing now shown
you and the name signed thereto and state in whose handwriting
the same is?

Answer. To the best of my judgment I think it was in Allen Loomis
handwriting.

The said paper is offered in evidence and marked by
me the Commissioner as Exhibit "B."

5. Interrogatory Fifth. When did you first see said writing and
in whose possession was it, at that time?

Answer. I should think in 1852, in the summer, it was in my
father's possession.

6. Interrogatory Sixth. Have you ever had or heard any
conversation with the Defendant in relation to the property mentioned

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in said Exhibit "F."

Answer. I never had any conversation with him in regard to it. I do not remember if hearing him have any conversation with any one in relation to it. My father made a demand of him on the 5th of May, 1856, for a Bond or deed.

7. Interrogatory Seventh. Did you ever at any time either as agent of your father or otherwise make or attempt to make any settlement with the defendant or with any person representing or acting for the defendant in relation to the property or money mentioned in said Exhibit "F."

Answer. No I never did.

8 Interrogatory Eighth. Did you ever at any time hear the Complainant make any demand upon the defendant for any deed or paper relating to the property referred to in said Exhibit "F." if yes, state when & where the same was made, the language used at the time, and all the circumstances as nearly as you can recollect them?

Answer. On the 5th day of May 1856, Mr Abel King, my father and myself were in the Tobacco Store where Dennis King on business, when Dennis drove in to Charles Matters yard, and believed to Mr King to come out. Mr King went out and talked with him. My father and myself then went round into Mr Charles Matters yard, and advanced close to Allen Dennis and my father spoke to him as follows, "Mr Matthew Taffin told me that there was a Bond made out to you to give me when he gave you the deed for the several lots we own in bridge, I now demand of you the Bond or a Deed or pay for the same," Allen Dennis then started for his Wagon and got into it and drove out to Island to kiss his ass. This is all he said

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and then drove off, in the space of about two minutes he drove into Mr King's yard and cried out I demand a settlement for the Gro Factory account and I'm gone, and then drove off. I made a Memorandum of the language used by my foster in making the demand on Allen Parris, and it is in the precise words I have given

9. Interrogatory Ninth. What is the state of feeling at present existing between the Complainant and Defendant, and how does it affect them in their social and business relations.

Answer. The state feeling does not seem to be on very friendly terms, I have never seen them speak together since the difficulty commenced save when the demand was made, that I have before testified to.

10. Interrogatory Tenth. How long has this difficulty existed between them, and when did it originate?

Answer. It has existed ever since August 1842 and it originated at that time.

11. Interrogatory Eleventh. How far do they reside from each other?

Answer. About two miles, may be a little more, may be a little less.

12. Interrogatory Twelfth. Have you at any time since the commencement of their difficulty seen them together ~~excepting~~ at the time of the demand before spoken of? If so state what their conduct was toward each other, and whether they had any conversation?

Answer. I have often seen them together in the same room, I never saw them talk any notice or speak to each other.

13. Interrogatory Thirteenth. Has the Complainant to your knowledge at any time relinquished any right which he acquired in the property mentioned in the paper marked Exhibit "A" or cancelled or offered to cancel said writing or refused to have anything to do with the property therein mentioned?

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Defendants' Solicitor here enters his objection to the Interrogatory.

Answer He has not.

14 Interrogatory Fourteenth. Have you ever heard any person offer to purchase the interest of Complainant in said property? If yes, who was it, at what time, and what was said?

Answer In the summer of 1854 or 1855 William R. Lomis was at my fathers house, he tried to have my father get a price on his quarters of the Demas lots, he tried to purchase it of him, once or twice that same afternoon, My father said he did not wish to sell it, and did not give Lomis any price on it.

15 Interrogatory Fifteenth. Has the Complainant since May 27th 1852 claimed an interest in said property, and has the defendant known of such claim to your knowledge?

Defendants' Solicitor here enters his objection to the Interrogatory.

Answer He has claimed such interest, I don't know whether the defendant has known of it or not since May 27, 1852. The defendant up and got a copy of the paper marked Exhibit "F", I think sometime in the year 1856. His sons came up and got the copy their names are William R. Lomis and Calvin Lomis.

16 Interrogatory Sixteenth. For whom and in what capacity have you been employed since the Spring of 1852 and what has been your principal business since that time?

Answer I have been employed by Melvin Lomis as his clerk to do his writing, more or less, I have an interest in Lomis & Kings tobacco business, from my father, my name is not known in the business

at all

Direct Examination closed

Cross Examination

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X 1 Cross Interrogatory first. In whose handwriting is the body of the paper marked Exhibit "A"?

Answer The left of it is in the handwriting of my father except part of the last line does not resemble his handwriting.

X 2. Cross Interrogatory second. What words of it are not in the handwriting of your father?

Answer The following words in the last line to wit "in loss or gain".

X 3. Cross Interrogatory Third. In whose handwriting are those words?

Answer I cannot tell.

X 4. Cross Interrogatory Fourth. When did you first notice that these words were not in the handwriting of your father?

Answer I don't remember, I can't state any time particularly, but I should judge within the last two years, it may be longer, I can't tell.

X 5. Cross Interrogatory Fifth. Did any one direct your attention to the fact that they were not in the handwriting of your father?

Answer Yes Sir, I have heard my father remark that Allen Pennie wrote those few words.

X 6 Cross Interrogatory Sixth. When he directed your attention to it?

Answer I can't say, about two years, it may be earlier and may be later than that.

X 7 Cross Interrogatory Seventh. When you answered that those words were not in the handwriting of your father, did you do so from

the information received from your father?

Answer My attention might have been drawn to them by his speaking of it.

X 8 Cross Interrogatory English. Will you swear from your own knowledge that those words were added after the receipt was drawn by some person other than your father?

Answer I think to my best judgment there is a difference in the writing in the last four words from the writing in the body.

X 9 Cross Interrogatory Irish. Would you have noticed this difference if your father had not informed you of it?

Answer I think if I had looked at the receipt to examine the writing I should have noticed the difference in it.

X 10 Cross Interrogatory Irish. Look upon the signature to the letter marked Exhibit "L" and tell whose handwriting it is?

Answer I think if Allen Linnis wrote that name there is a difference between it and the signature to the agreement. I don't think it resembles much Allen's handwriting as much as the signature to the agreement or paper writing marked Exhibit "F."

X 11 Cross Interrogatory English. Will you swear that the signatures to Exhibits "L" and "F" are in the same handwriting?

Answer No, I will not swear that they are the same handwriting.

X 12 Cross Interrogatory Irish. If you was called on to testify which one was his signature, which would you say was?

Answer I should say the one to the paper marked Exhibit "F."

X 13 Cross Interrogatory Irish. Is or is not to the best of your belief the signature to Exhibit "L" the signature of Allen Linnis?

Answer. It is to the best of my belief.

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X 111 Cross Interrogatory Fourteenth. Have you any doubts that it is his signature?

Answer. I would not swear that it is his signature, being attached to that letter in that way I have no doubt but what it is his signature.

X 115 Cross Interrogatory Fifteenth. Is that his signature?

Answer. I will not swear that it is.

X 116 Cross Interrogatory Sixteenth. In whose handwriting is the body of the letter?

Answer. I cannot state positively, but to the best of my opinion it is in the handwriting of Henry A. Lonnis or of Rowland Lonnis.

X 117 Cross Interrogatory Seventeenth. Were you present when the paper marked Exhibit "F" was written?

Answer. I have no remembrance of being present when it was written.

X 118 Cross Interrogatory Eighteenth. State all the persons who were present when your father made the demand on Allen Lonnis as spoken of by you in your direct examination?

Answer. Abel King, Allen Lonnis, Rowland Lonnis myself, Rowland Lonnis sat in the wagon about three or four rods off in the yard of Charles Mather's; afterwards Allen Lonnis and Rowland came in the wagon into Mr King's yard.

X 119 Cross Interrogatory Nineteenth. Was the demand spoken in a tone of voice loud enough for Rowland to hear?

Answer. I think if Rowland had been paying attention he might have heard.

X 120 Cross Interrogatory Twentieth. Did you make a memorandum of what was said at the visitation of any person?

Answered I did not, I made the Memorandum for my own benefit.

X 21 Cross Interrogatory Twenty first. Was your father indebted to Allen Loomis at the time the demand was made?

Complainant's Solicitor here enters his objection to the Interrogatory.

Answered I think he was.

X 22 Cross Interrogatory Twenty second - Has he been indebted to him ever since, and is he now indebted to him?

Answered I think he has been indebted to him ever since, and I think he is now indebted to him.

X 23 Cross Interrogatory Twenty third. You say in your direct examination that your Father told William D. Loomis that he did not wish to sell his interest in the Reed property. Why did he not wish to sell it?

Answered I don't know as he ever gave me any particular reason for his not wishing to sell it.

X 24 Cross Interrogatory Twenty fourth. You say in your direct examination, that Defendant got a Copy of Exhibit "F." from your father. Did he get that Copy before your Father made said demand of him for a deed?

Answered I cannot state whether before or after.

X 25 Cross Interrogatory Twenty fifth. Are you not an agent of your Father in the transaction of his business, and have you not done business for him for several years past?

Answered I have done business for him more or less for several years past, but I have not acted as agent for him. I have not put his name to notes or checks and when we have made any final settlement with any person of any amount, he has generally been

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present and signed his own name. I sign his name to letters by myself putting my name under his

X 26 Cross Interrogatory Twenty sixth. Have you ever heard your father say since May 1852 that he would have nothing to do with Chicago property?

Answer I do not remember of ever hearing him make any such remark.

X 27 Cross Interrogatory Twenty seventh. Have you heard him say since May 1852 that he would have nothing to do with Western Speculations?

Answer I never heard him make any such remark.

X 28 Cross Interrogatory Twenty eighth. Have you ever heard him say since May 1852 that he would have nothing to do with Mat Paine?

Answer No Sir!

X 29 Cross Interrogatory Twenty ninth. Did your Father ever pay Allen Loomis any money to apply on the purchase of the Reed property?

Answer Not in my presence. I have a knowledge of that receipt and that money was paid for it.

X 30 Cross Interrogatory Thirtieth. About the time Exhibit F was given did Allen Loomis apply to your Father for a loan of a Thousand dollars?

Answer Not to my knowledge!

X 31 Cross Interrogatory Thirty first. Have you not transacted business with the Defendant in your father's behalf since 1852?

Answer I have!

X 32 Cross Interrogatory Thirty second. Has not defendant been ready to treat with you in relation to the Reed property on your Father's behalf?

Answer. I do not know whether he has or not. I have not exchanged words with him in relation to the said property.

X 33 Cross Interrogatory Thirty third. Did you not do business with Allen Sornis about May 1858 for your Father?

Answer. I did do business with Allen Sornis, and it might be about that time for my Father.

X 34 Cross Interrogatory Thirty fourth. Was it at Defendants House?

Answer. It was!

X 35 Cross Interrogatory Thirty fifth. Who was present?

Answer. Allen Sornis was present and there was one or two others but whether it was Rowland or Henry W. Sornis I can't say!

X 36 Cross Interrogatory Thirty sixth. What was the substance of the conversation?

Complainant objects to the Interrogatory.

Answer. I saw Rowland or one of the boys I don't know which it was one of Allen Sornis' boys. I told him that I was coming down there in a few days to get a small note returned, as my father had one against Allen Sornis, that was going out of law in a short time. I went there in the course of a few days, with one or two small notes. Allen had one or two small notes also - we figured up the interest on the small notes and struck the balance, I gave Allen Sornis my note until I could see Rowland Sornis and get his which I did and exchanged with some of Allen's boys - exchanged notes in a few days after that.

X 37 Cross Interrogatory Thirty seventh. Did you not at that time or since demand of the Defendant Nine hundred dollars?

Answer. No Sir, I never have, either then or since!

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X 38 Re Interrogatory Thirty eighth. Has any one assisted you in the preparation of your answers given before John H. Maguire Esq. Commissioner?

Answer No Sir.

Re Examined.

Re 1 Re Interrogatory first. Do you know whether or not the Sons of the Defendant are in the habit of writing his letters, at his dictation and signing his name thereto and acting as his Clerks or Agents?

Answer I do not.

Re 2 Re Interrogatory Second. What was the amount of the indebtedness of your Father to Allen Lomis, referred to by you in your brief Examination, and how did the principal part of it originate?

Defendant's Solicitor has entered his ~~except~~ objection to the Interrogatory.

Answer I cannot state the amount of the indebtedness, the principal part of it originated from the settlement of an Old Factory Account that they owned together with others, and from the James Lomis farm account, which were left in my father's hands to settle.

Re 3 Re Interrogatory Third - Do you know of your own knowledge of your Father's being ready and willing to settle and pay over to Allen Lomis his proportion of those accounts, and of his having advised the Defendant, of that fact?

Answer I do know that he has been ready and willing and willing to pay over and settle those accounts, and wishes to pay over what was coming to Allen. I have heard him said for the Defendant by Parks Lomis. I heard Parks Lomis speak to Allen Lomis

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about coming and settling, in Allen Loomis's yard.

Re Examination closed.

Cross Examination in same.

X 1 Re Cross Interrogatory first. What amount does your Father now owe Allen Loomis in Book Accounts of the Old Factory and Lumber Farm?

Answer. I cannot state, father may owe Allen Loomis \$500. and he may owe him more, there is a long Book Account between them himself.

X 2 Re Cross Interrogatory Second. Did not Parks and Rowland Loomis go up to settle those matters, and did not Complainant refuse to settle?

Answer. Not to my personal knowledge they did not, I have heard of such a thing talked over, but I was not present. I heard father say that Rowland and Parks Loomis met him, as he was going out one Evening into the Street, and that Rowland told him he wanted to look at his Books, or compare Books. Father asked him if he had brought up any Books, he told him no, that he did not, Father replied, I will see you again, Rowland replied, I demand a settlement for him.

Subscribed and sworn to before me } Byron Loomis "

This 22nd day of April A.D. 1858

Am. H. Tilgite

Notary "

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Interrogatories propounded to the said Daniel
H. Corbin a witness produced and sworn as
aforesaid, on the part of the Complainant and
his answers thereto, as follows.

1. Interrogatory First. State your name, age, occupation and residence, and whether you are acquainted with the parties to the suit, mentioned in the Caption to these Depositions and how long you have known them respectively?

Answer My name is Daniel H. Corbin. I am thirty five years of age. I am in the Tobacco business, I reside in Chicago, I know the parties to this suit. I have known them some nine or ten years.

2. Interrogatory Second. How long have you seen the defendant write those you see signatures that you knew to be signatures and are you acquainted with his handwriting?

Answer I have seen him write his name, nothing more I think, and that two or three times perhaps. I have seen signatures that I knew to be his signatures, still I am not familiar with his handwriting but I have seen him write his name.

3. Interrogatory Third. Look at the signature attached to the paper writing marked Exhibit "D." and state in whose handwriting it is in your opinion?

Answer In my opinion it is Mr Allen Lomis handwriting

4. Interrogatory Fourth. Were you in Suffolk, Connecticut, in the fall of 1852, and if so, about what time?

Answer I was, but I couldn't say at what time

5. Interrogatory Fifth. Did you see Allen Lomis in Chicago in the fall of 1852, and if so, were you in Connecticut before or after the

time you saw Allen Loomis in Chicago?

Answer I was in Connecticut in July and then again in the fall I saw Allen Loomis in Chicago in I think the early part of Fall, I was in Connecticut in the Fall after I saw Allen Loomis here.

Q. Interrogatory Sixth. Did you see the Complainant and Defendant together at Suffolk Courthouse in the fall of 1852. If yes, state what conversation took place between them and also what passed between them at that time?

Answer I did at Mr Loomis' store, I went in and Mr Allen Loomis was there. I spoke to him, a few minutes afterwards Mr Meland Loomis came in, and says, how are you Allen, Mr Allen Loomis turned his back on him and made no answer.

Direct Examination Closed.

Cross Examination.

X 1 Cross Interrogatory First. In whose handwriting is the body of Exhibit "F"?

Answer In the handwriting of Mr Meland Loomis

X 2 Cross Interrogatory Second. In whose handwriting is the signature to Exhibit "C"?

Answer I don't know.

X 3 Cross Interrogatory Third. Where is it in your opinion?

Answer I could not form any respecting it.

X 4 Cross Interrogatory Fourth. In whose handwriting is the body of Exhibit "G"?

Answer I don't know I should take it to be Henry Loomis (the son of the defendant).

X 5 Cross Interrogatory Fifth.

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Who was present at the interview between Complainant and Defendant at Lonnis & Company's Store spoken of in your direct Examination?

Answer. I think Mr William L. Lonnis was present. I can't say who else. I did not notice particularly, it was the first time I noticed that there was any difficulty between them.

Subscribed and sworn to before me

this 20th day of April A. D. 1858. J. H. Corbin,

John H. Magile
Notary.

"State of Illinois,
Cook County...)"

I John H. Magile a Notary Public of the City of Chicago, in the County of Cook and State aforesaid duly appointed by the Governor of said State do hereby certify that previous to the commencement of the Examination of the said Matthew Lafan, Byron Lonnis and Daniel H. Corbin as witnesses in the suit between the said Melane Lonnis as Complainant and Alon Lonnis, defendant they were severally duly sworn by me as such Notary to testify the truth in relation to the matters in controversy between the said Complainant and the said Defendant so far as they should be interrogated concerning the same; that the said deposition was taken in accordance with the stipulation attached hereto and at the office of the undersigned in the City of Chicago aforesaid on the twenty first day of April in the year one thousand eight hundred and fifty eight.

and that after said several Depositions were taken by me as aforesaid the interrogatories and answers thereto as written down, were read over to the said witnesses, and that thereupon the same was signed and sworn to by the said several Deponents before me the said Notary And I further certify, that the paper writings attached hereto and marked respectively Exhibit A, B, C, D, E & F. are the identical papers presented before me and referred to by the said witnesses in their said Depositions. In testimony whereof I have hereunto set my hand and Notarial Seal at Chicago, this 23rd day of April A. D. 1858.

Seal.

John H. Magill.

Notary.

Copy Exhibits referred to in the foregoing Depositions.

"I agree to sell Mr. Staddock or Matthew Laffin of the City of Chicago, lots No 13, 14, 15, 16, 17, 18 and 19 in Block No 4 Dearborn Reservation Chicago for seven thousand dollars. If in hand, the balance in one, two & three years with seven per Cent annual interest payable annually upon the receipt of Geo. Smith & Co receipt for the \$11,300⁰⁰. I will make out a Warranty Deed to the purchaser and take Bond & Mortgage for the balance of purchase money
Done March 19th 1852.

(Signed) Charles W. Reed."

Exhibit "A" This is the paper offered by witness Laffin as part of his

Answer to the third interrogatory and marked Exhibit A. April
22^d. 1858.

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Due: W. Magill. Commr."

(Endorse) "Rec^d Chicago March 27/52 of Matthew Gaffin and
thousand seven hundred fifty dollars upon the within agreement,
H. Peter

for "C. Mc. Reed."

"Received the amt. above received by H. Peter and I pauchon the
Sale. — Chas. Mc. Reed."

"I know all Mine by these Presents That I Matthew Gaffin of the City of
Chicago am held and firmly bound unto Charles Mc. Reed of Erie in the
State of Pennsylvania in the sum of Eleven thousand dollars lawful
Money of the United States of America to be paid to the said Charles Mc.
Reed or to his Certain Attorney, executor, administrators or assigns for
which payment unto and truly to be made I bind myself my heirs
executors and administrators firmly by these Presents.

Sealed with my Seal dated the thirteenth day of June in the
year of our Lord one thousand eight hundred and fifty two.

The Condition of this Obligation is such that if the above
bounden Matthew Gaffin his heirs, executors and administrators or any
of them shall and do well and truly pay or cause to be paid unto the
above mentioned Charles Mc. Reed or to his Certain Attorney, executor, —
administrators or assigns, the just and full sum of Five thousand
seven hundred and eighty five (\$5985.) dollars, at the times and in the
manner following, viz: One thousand eight hundred and seventy two
dollars & fifty cents on the first day of May A. D. 1853, the further

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sum of Nineteen hundred and ninety five dollars on the first day of May A. D. 1854 and the balance of said sum being Two thousand one hundred and nineteen dollars and fifty cents on the first day of May A. D. 1855, without any fraud or other delay, then this obligation to be void, or else to remain in full force and virtue.

Sealed and delivered of Matthew Saffin (Seal)

In the presence of

Enclosed " Recd April 22 1853 on the within Bond Eighteen hundred & seventy two dollars 50/100.

P. H. Ball

for C. M. Rice "

" Recd May 1. 1854 on the within Bond Nineteen hundred and ninety five dollars.

P. H. Ball

for C. M. Rice "

" Recd May 3. 1855 on the within, the last payment in full Twenty one hundred & nineteen 50/100 dollars

P. H. Ball

for C. M. Rice "

Exhibit "B"

This is the paper offered by witness Saffin as part of his answer to third Interrogatory and marked Exhibit "B" April 22. 1858.

John H. Maguire Comms. "

" Suffolk April 21st 1857

Mr Matthew Saffin,

Dr Sir.

I am in receipt of your enclosed in N B Jones, stating you had drawn on me for \$4500. for which you are

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not enclose a note & did not pay you complied with my request in
my last letter to give me the preference of time to make up my mind
in which way I would do, as you have always heretofore done
as I gave Melana one half of the chance with me and told him
you would send on your note for the \$1500 and we have the
privilege to take it when we come out or within the 6 mos from
the time I wrote you before, or we was to furnish the money at
8 two Cent & you did not pay in your letter whether you would
accept of my proposals in my last or not as I understood it, the
draft was sent me for acceptance which I have not had anything
to do with them before unless they was due also Geo & H. drew drafts
at the same time & have not notified me about it in anyway, than
not sent their notes I told the man that I should not accept the drafts
but they was good that no doubt but that I should pay them
when they come due as I had done before they said they should
not send back the drafts until they come due.

You can send your note for the \$1500. & if we take the property
we can give up the note as we want something to show for the
money when we take a deed of the property with you. I wish you
to write me on the receipt of this & give me a history of the R.R.
& Waterworks, Bull's Head & the Saw Mills property of yours & what
also the land of ours in dispute, the fire insurance & land from which
that also they asked for was \$3000. but shall pay the draft when
it comes due if nothing happens, pay to Geo. when he draws a receipt
to inform me about it, and send me.

Write me if it is best to come out as Melana & Parle's talks about
coming out in the summer. William writes me that he wants to
buy a sled for Stabling cattle, which I am willing to do my

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proportion if you think it best, give me your opinion upon it & say
 William, that Mr McKinnys son in law intends to come out in the
 Spring, & manage along with it the best you can & there will be
 a fair day for it soon I think as I hope it will prove as you said
 pay the interest on the whole property with the two New Landlords
 I think it looks favorable the less that they have to entertain I
 think it a very pleasant place at this time & would put you in
 Request to carry up the funds to deposit over as well in the Bank
 If you should get a chance to rent the place to a good man do
 not wait for Mr McKinnys son in law, as he may not like it
 if he should come.

Yours respect
 Allen Somis,

"Myself & wife wishes to be remembered to you and yours, my
 wife has had a very bad hand for about 8 weeks, but is on the
 gain now I think. A.S."

Exhibit "b"

This is the paper writing offered by witness Lafin as part of his
 Answer to the O'Connell direct Interrogatory marked Exhibit "b"
 April 22nd 1858. Jno. H. Magill. Comar."

1852		Statement of Receipts and Expenditures of Rice Property		1853			
July 1.	Paid insurance	20	00	July 1.	Rent	38	00
Aug. 16	Expenses procuring	2	84	Aug 1.	"	5	00
Sept. 1	Repairs to House	54	70	Sept 1.	"	60	70
1853							
Feb 16	Tax	39	96	" 25	"	28	00
" 14	"	49	39	Nov 1.	"	48	00

14 3/4

Mar 5	Fares	30 2/8	1853 Dec 18	Reur	30 00
April 16	,	26 00	Jan 10	"	10 00
1853 May 1	Leaves	110	Feb 16	"	80 16
Dec 12	Fares	64 1/2	Mar 8	"	135 1/5
1854 Jan 31	,	69 80	April	"	14 00
May 1	Insured	30 00	1853 May 1	Exchange	6 78
1855 May 1	Leaves	50	"	Reur	113 78
"	Insured	30 00	July 22	"	32 00
Jan 11	Fares	133 00	Aug 6	"	125 00
Mar 15	Sowrap Tax	111 11/4	Sept 18	"	111 00
		\$665 26	Nov 1	"	149 00
			1854 Feb 1	"	172 00
			May 1	"	178 18
			Aug 1	"	137 50
			Nov 1	"	180 50
			1855 Feb 1	"	137 30
			May 1	"	70 30
			" 20	"	100 00
					1030 24
					668 26

Balance to credit of Recd Cr. party &
settled with H. Dennis. \$1265 03
Exhibit D.

This is the balance referred to by the entries last in answer to
Re Interrogatory nos.

Geo. H. Magill
Comms.

Real Property.

May 20, 1865	To Amt afo rendered	665.26	By Amt afo rendered	1930.29
	Insurance	30.00	1853	
Oct 8	" Cash for Hydrant	321.15	June 1865	187.50
July 24, 1866	" City Tax for 1866	99.60	Aug 1 " "	37.50
Feb 16	" State & County	135.21	Geo " "	37.50
Sept 18	" for Sub Rush St Bridge	50.00	" " "	37.50
Oct 11	" " " "	50.00	Dec " "	196.00
Dec 3 1857	" " " "	50.00	Nov 1 " "	285.00
Jan 14	" City, County & State Taxes	1102.14	1866	
" "	" Sub to Rush St Bridge	50.00	Feb 1 " "	217.00
			May 1 " "	50.00
			June 1 " "	35.00
			" 1 " "	70.83
			July 12 " "	120.83
			Aug 4 " "	25.00
			" 10 " "	50.00
			Sept 3 " "	100.00
			Nov 1 " "	110.50
			" 19124 " "	75.00
			Dec. 14 12 " "	75.00
			1857	
			Jan 1 1860	100.00
		\$1866.69.		\$2576.12
	Balance	\$2009.76		

This account embraces the disbursements and receipts of the Real Property without regard to settlements made by parties concerned

Exhibit "E"

This is the paper referred to by the witness Tiffin in

answer to the interrogatory one,

Ans. H. Magill - Comms"

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Subscribed 27. May 1852

"Recd of Melana Lomis Nine hundred dollars which I do agree to get Matthew Laffin Note of Chicago for the same amt. - drawing 8% per Ct interest annually, this money is calculating to be turned in towards the same lot that Mr. Laffin purchased in Chicago which cost Seven thousand dollars which the said M. Laffin has agreed that the said Melana shall have 1/4 of the lots at just cost, paid M. Lomis is to have another 1/4 of the same Lots, which the said Melana & Melana are to be equal owners the whole affair in help and gain

Melana Lomis,"

Exhibit F.

This is the paper referred to by the witness Lomis as Exhibit F.

Ans. H. Magill - Comms,"

Melana Lomis } Cou. Peas
as }
Melana Lomis }
Chancery.

It is stipulated and agreed that the testimony of Mr. Laffin, Byron Lomis, & D. Corbin may be taken before John H. Magill Esq. on the 20th Apr 1855 subject to all exceptions to the competency of witnesses or relevancy of testimony.

Seated, Me. Galloway, Lunsell & Peabody

Silva pro Compt.

Isaac H. Arnold for Edwin M. Chamberlain

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Stipulation of parties filed with me April 22nd 1855.

Geo. W. Magill. Notary.

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And afterwards to wit on the first day of September A. D. Eighteen hundred and fifty eight there was filed in the Office of the Clerk of said Court certain Depositions of Calvin S. Loomis, & Rowland Loomis and Burdett Loomis, in said cause, on the part of said Defendant; Which said Depositions are in the words and figures following to wit.

" The Depositions of Calvin S. Loomis of the State of Vermont, of Burdett Loomis of Suffolk County; and of Rowland Loomis of Windsor Town in said State of Connecticut, witnesses of lawful age produced sworn and examined on their respective Corporal oaths on the 26th day of August in the year of our Lord one thousand eight hundred and fifty eight, at the Office of George H. Hill at the City of Hartford, in the City of Hartford in the County of Hartford and State of Connecticut by me a Commissioner duly appointed by a Decree Potestatum or Commission issued out of the Clerks Office of the Court of Common Pleas of Cook County in the State of Illinois bearing teste in the name of Walter Kimball Esq. Clerk of the said Court of Common Pleas, with the Seal of said Court affixed thereto, and to me directed as such Commissioner for the Examination of the said Calvin S. Loomis, Burdett Loomis and Rowland Loomis witnesses in a certain suit and matter in controversy, now pending and undetermined in the said Court of Common Pleas wherein Melinda Loomis is Plaintiff and Allen Loomis Defendant, in behalf of the said Allen Loomis, as well upon the Oups interrogatories of the said Melinda Loomis as upon the interrogatories of the said Allen Loomis which were attached to or enclosed with the said

Commission and upon none others. The said Calvin L. Loomis Burdette Loomis and Rowland Loomis being each first duly sworn by me as witnesses in the said case, previous to the commencement of his examination, to testify the truth as well on the part of the Plaintiff as the Defendant, in relation to the matters in controversy between said Plaintiff and Defendant so far as he should be interrogated testified and disposed as follows.

Interrogatories propounded to the said Calvin L. Loomis a witness produced and sworn as aforesaid on the part of the said Calvin Loomis and his answers thereto as follows.

Interrogatory 1st -

What is your name age occupation and place of residence?

Answer to 1st Interrogatory. Calvin L. Loomis age thirty three years occupation Tobaccoist. and place of residence Springfield Massachusetts.

Interrogatory 2nd Do you know the parties Plaintiff and Defendant in the Caption to these interrogatories mentioned, or either of them and how long have you known them respectively and what is your relationship to them and each of them?

Answer to 2nd Interrogatory. I know the parties, the Defendant is my father, and the Plaintiff my Uncle. I have known them ever since I can remember.

Interrogatory 3rd Look on the writing dated Feb 26 1853 herewith

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annexa marked "A" and say by whom it is signed by whom
and from whom received and whether it relates to the lands as
described in the Plaintiff's bill?

Answer to 3rd Interrogatory. It is signed by Matthew Saffin.
I suppose it was received by the Defendant from said Matthew
Saffin. It relates to the property described in the Plaintiff's Bill.

Interrogatory 4th. In reply to the last Interrogatory you answer
that said letter was received by the Deft from Matthew Saffin
State whether you were present at an interview at Deft's House at
Suffield, between the Plt and Deft, after said Bill was received
by the Deft and when. Whether said letter was read or its
contents stated to the Plt and what conversation, if any, passed
between the Plt and Deft, in respect to said lots, or any concern
of the Plt therein. State said conversation fully. Was the Plt
offered an interest in the Contract for the purchase of said property
and on what terms, and what answer did the Plt make to
such answer.

Answer to 4th Interrogatory. I was present at an interview at Deft's
house in Suffield between the Plt and Deft in the month of June
1869 after said letter was received. I cannot say whether said
letter was read. On the occasion referred to the Plt drove into
the Deft's yard, the Plt and his wife came together. I was at
my father's about three days. The Plt and Deft commenced
talking in the yard after the Deft's wife went into the house.
Deft asked the Plt if he was ^{going} to furnish the money towards the
purchase of the said property in Chicago. He said I don't want any
thing to do with it any way. You have no deal of it, nothing
but Mat Saffin's word, and that I would not take any way

but he would loan Deft some money, if he would pay him 3 per cent, the same as Mat Laffin was to pay Deft. What reply the Deft made I do not now recollect. I have stated all the conversation I remember. The Deft soon after drove away.

5th Interrogatory. Were you present at any other time or place when the Deft and Deft were in treaty or conversation in regard to his the Deft taking an interest in said contract of purchase, and if so state the time and place and all that took place at such treaties or conversations?

Answer to 5th Interrogatory. I have no knowledge on the subject.

6th Interrogatory. Do you know of the Deft obtaining from the Deft after the date of the conversation above stated the sum of nine hundred dollars (\$900) in the month of May 1852 or thereabouts?

Answer to 6th Interrogatory. I know nothing about it.

7th Interrogatory. Were you present at any interviews between Deft and Deft in regard to the Deft joining in the purchase of the Reed property after the time when the Deft obtained said \$900 from the Deft. If you were state time and place as nearly as you can remember, and what was said by either and both said parties in said interview. State particularly - Did the Deft refuse to have anything to do with the Reed purchase - Did the Deft demand the \$900 which the Deft had obtained from him. Was any arrangement made by the Deft for holding the \$900 as a loan, if so, what arrangement?

Answer to 7th Interrogatory. None except as I stated in answer to Interrogatory 4.

8th Interrogatory.

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It in reply to the last Interrogatory you state that the Deft refused to have anything to do with the Reed purchase, state if you know whether in consequence of such refusal the Deft endeavored to persuade other persons and whom to join him in said Reed purchase in place of said Plaintiff and did he succeed?

Answer to 8th Interrogatory. Before the conversation which I have stated in answer to 11th interrogatory the Deft endeavored to persuade me to join with him in the purchase of the Reed's property. Deft proposed that I should take one quarter with him, that is, he and I, one half, by my paying one half, that was \$3500 - and he giving me his note for \$1750 at 8 per cent interest. Deft said he had once given Pet the chance but he had refused, and he had also made the same offer to Porter Loomis. After the departure of Pet as stated in answer to 11th interrogatory the Deft renewed his offer to me I did not accept it, and as far as I know he got no one to join him in the purchase.

9th Interrogatory. Do you know what was the reason assigned by the Deft to the Plff for wishing some one to join him in the Reed purchase. State also if you know whether the Deft was obliged to borrow and did borrow money for the payment of the Plff or other installments which became due on said Reed purchase.

Answer to 9th Interrogatory. I cannot state the reason. I cannot say as I was not here.

10th Interrogatory. Do you know Byron Loomis son of the Plff was he in the year 1853 acting as agent for his father in collecting accounts, making payments and assisting in the management of his business. And were you present on any occasion in 1853

when said Byron Loomis on behalf of his father, had an interview with the Deft in regard to certain Debts or Claims existing between Peff and Deft. State time and place as near as you can and all that occurred at said interview and what was paid if anything by said Byron Loomis in regard to said sum of \$900. Was a demand made by said Byron Loomis on the Deft for said \$900. And what was the Defts reply to said demand?

Answer to 10th Interrogatory. I know Byron Loomis. I do not know that he was agent. I was not present. I have no further knowledge in answer to said interrogatory.

11th Interrogatory. Have you at any time or times since said \$900 was obtained - name the time or times as nearly as you can heard the Peff say that he would have nothing to do with the Reed purchase, or that he would have nothing to do with any speculation in which Mat Taffin was concerned, or that he would have nothing to do with western land speculation, or anything of equivalent import. If yes, state whether such Declaration had reference to the lots of land named in the Peffs Bill.

Answer to 11th Interrogatory. I know nothing excepted as stated in answer to 11th interrogatory.

12th Interrogatory. Did you know of the Peffs claiming to have an interest in the Reed purchase at any time between the Spring of 1852 and the year 1856. Was all the money except \$900 furnished by Deft, and did you know of the Plaintiffs offering to furnish any part thereof, or asking an account of profit, or making any inquiry into the condition of said property.

Answer to 12th Interrogatory - I know nothing about it.

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13th Interrogatory. Was the Deft indebted to the Plt in the Spring of 1852, and during the time the Deft was paying the instalments called for by the Contracts for the Reed property in 1853-54. 55.

Answer to the 13th Interrogatory. I cannot say.

14th Interrogatory - Have you had any conversation with Moses Soons, brother of the Plt, & Deft since this suit was commenced in regard to the Plaintiffs rights in said Reed's purchase or property; and if yes, state what said Moses said in regard thereto. Give the time and place as nearly as you can?

Answer to 14th Interrogatory. I have not.

Cross Interrogatories and Answers.

Cross Interrogatory 1st - Are you acquainted with the location, description and number of the lots, land mentioned or referred to in the letter marked Exhibit "A". Have you ever seen said lots, or do you of your own knowledge know where or how they are situated. Do you know what lots are described in Complainant's Bill, or have you any knowledge respecting said lots or the location of the same. If you say you have, state how you have, state how you acquired your knowledge of them. And if you say the lots described in the Bill and in said letter are the same state how you know the facts. Do you know anything about the matter except what has been told to you by the Deft or some other person?

Answer to 1st Cross Interrogatory. I have seen property referred to in Exhibit "A" and know how they are situated only by seeing them from the Bridge which crosses the River near them. I have seen a copy of the Plaintiffs Bill and a description of the lots therein and have seen a Map of said lots which I suppose came in said Lefluis letter. The lots were pointed out to me by W. R. Loomis as the Red Property in June 1852. I know no more than I have already stated.

2nd Cross Interrogatory. In reply to the Fourth Direct Interrogatory you state or attempt to state any conversation between the Plaintiff and Deft, give the date of said conversation and the place where it occurred. Who were present. Did you take any part in the same or have any interest therein. Is your recollection of the same positive and distinct. Can you remember with certainty all the conversations that took place between the Complainant and Deft, in your hearing during the Spring and Summer of 1852? Do you remember the one referred to better than others. If yes, for what reason. Was said conversation prior to 24 May 1852?

Answer to 2nd Cross Interrogatory: The conversation which I stated in answer to 1st Interrogatory took place about the middle of June 1852 in the yard of Defts House. I know it was in June as I was on my way back from New York to Vermont. I usually left Vermont for New York about the first of May or first of June to purchase goods. John Smith of Westfield, Mass; was there I think. I don't know as he heard the conversation. I took no part in said conversation, nor had any interest in it. I heard no other conversation between them that Spring or Summer as I lived out of the State.

I heard but this conversation mentioned and this took place at the time I have stated.

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3rd Cross Interrogatory. Have you in your answers to aforesaid Interrogatories No 11 and 12 already given, described any conversation or Conversations which took place between the Deft & Plff subsequent to the 24th May 1852. If yes, state particularly said Conversation or Conversations and the exact words used by each of said parties. Also where and when they occurred and under what circumstances. How are you able to distinguish a conversation heard by you after that time from one heard before. Can you positively swear that you never heard any conversation between the Complainant & Deft in relation to the lots described in the Bill of Complaint in this cause after the 24th day of May 1852? or after the payment of \$900 made thereon by the said Complainant and before the Month of September in the same year. How are you able to fix the time of such Conversation or Conversations? And might you not be mistaken as to the time?

Answer to 3rd Cross Interrogatory. I have heard none except the one I stated. I can positively swear that I heard the Conversation at the time I stated. I cannot be mistaken as to the time.

In the 4, 5, 9, 10, 11, 12, 13 & 14 aforesaid interrogatories to said Compl^t by his Counsel objected to each of them separately because they are and each of them is leading. And the said Com^t using the right to object to the answers to said interrogatories and each of them, submits the following Cross interrogatories based thereon to wit:

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Cross Interrog: If you were present at any interview between the Complainant & Deft as called for in direct interrogatory No 4 after the 24th day of May 1853 when said sum of \$900. was paid. State when said interview was held, at what time of year, and who were present. Did you ever hear the Complainant make any refusal to take the property, or to join in the purchase of the same after the Deft had given to him a receipt dated May 24th 1852 for said sum of \$900. paid by him towards said property. Will you swear that you ever heard the Complainant demand of the Deft with reference to the Reed property excepting on the 5th day of May 1856. If you ever heard any such demand, state at what time and place and who were present and the exact words used by the Complainant?

Did you ever hear the Complainant propose to lend the Deft the \$900. spoken of in any shape or form either at the time it was paid or afterwards. If so, state the time and place and who were present. Were you present when said money was paid by the Complainant, and is not your information respecting the same derived from conversations with the Deft? And if not how is it derived?

Answer to 416th Cross Interrog: I was present at no conversation except the one I have already related. I heard of no refusal on the part of Deft to join in the purchase except as I have before stated. I never heard the Plaintiff make any demand on the Deft for the \$900. loaned by him to the Deft and never heard him make any demand with reference to the Reed property. I never heard anything in reference to the loan of \$900 except as before stated in answer to Interrogatory 41st. I was not present

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where said money was paid by Plaintiff, information in reference to the matter is derived from the conversation of him mentioned in answer to 11th interrogatory.

5th Cross Interrogatory. Do you of your own knowledge know of the Defendant asking any person or persons to join him in the purchase of the same lots or Real property in Chicago, after the payment of the \$900 by the Complainant, and the giving a receipt therefor by the Deft. on the 24th day of May 1853? If yes, state the name of the person or persons, at what time and place, and in what manner was said application made; who were present at the same, and what was said by the Defendant and such person or persons?

Answer to 5th Cross Interrog: I know of the Deft asking me to join him in said purchase and of his saying that he had asked Parks Lewis & Co. as I have already stated in answer to 14th Interrogatory.

6th Cross Interrogatory. Was not money to be obtained on good paper at 6% interest in the Spring of 1853. 1854 & 1855? And have you not heard the Deft say, that Complainant would have to pay him 8% on the balance of the payment for the Real property. Did not Deft receive 8 per cent on the amount advanced by him to Matthew Saffin?

Answer to 6th Cross Interrog: I cannot say, but suppose it could be. I have not heard Deft say Plaintiff would have to pay him 8% on the balance of the payment of the Real property. I cannot say what interest Deft received on amount advanced to Matthew Saffin.

7th Cross Interrog: Who was present at the interview between the deft and Byron Lewis inquired about in ^{direct} Interrogatory 11? Are you sure that the sum of nine hundred dollars was spoken about at all at

that interview? or that anything was said by Byron Lewis and the Deft, at that time, concerning the Reed property? Has not the Deft made these statements over to you a great many times, so that it appears to you as if they had actually happened in your presence? Are you sure that the sum spoken of in such conversation was \$900, was it not \$250? Interest to be allowed to Complainant for moneys paid by him for Deft to one T. B. Brown?

Will you under the obligation of your oath swear that Byron Lewis in your presence ever made a demand for the \$900 on the Defendant, paid by him towards the Reed property in any shape or form, or at any time?

Answer to 7th Cross Interrogatory. I know of no such interview and nothing of the matters referred to in said interrogatory.

8th Cross Interrog: Will you on your oath swear that at any time since the 24th day of May 1852 you have personally heard the Complainant say, he would have nothing to do with the purchase of the Reed property, or that you have personally heard the Complainant say anything against Matthew Gustin or said Reed property, since that time? If you say you have state when and where you heard it, who were present and the time, with whom was he talking, and how happened it to be said who introduced the conversation, what led to it, and what was the result of it? Give all the particulars? If you say you have heard the Complainant speak against Western Land Speculations? Do you know that his remarks had any reference to the purchase of the Reed property? If yes, how do you know it who was he talking with at the time, and who was present, and when and where was the conversation held? State the exact date

and all the language used, Have you stated all that was said?

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Answer to the 8th Cross Interrog: I can say nothing in reference to this Interrogatory except what I have already stated in answer to 11th Interrogatory.

9th Cross Interrogatory. Have you not talked with Matthew Saffin between the years 1852 and 1856 about Complainant's interest in the Rice property. If so, state the time, place and substance of the conversation and did you not know from such conversation or otherwise - and did you not communicate it to the Deft, that the Complainant during all that time claimed an interest in said property, equally with the Deft?

Answer to 9th Cross Interrog: I have had no conversation with Saffin in reference to Complainant's interest in said property. I do not know from any source that the Plaintiff claimed an interest in said property.

10th Cross Interrog: Have you any interest in the event of this suit? What is relationship to the Deft (Wm Loomis)? How, if at all, are you connected with him in business?

Answer to 10th Interrogatory. I have no interest in the event of the suit. I am Deft's son, but not connected with him in business.

11th Cross Interrog: Have you not frequently talked all this matter over between yourselves and with the Defendant, and may it not be that some things you have stated as facts were only impressions gathered by you from such conversations? Do you recollect every thing that occurred two years ago with the same distinctness that you remember the facts you have now testified to?

Answer to 11th Cross Interrog: I have talked the matter over with the Deft, but not often and what I have stated are not impressions, I remember with distinctness the facts which I have stated. I recollect other facts with equal distinctness which are not relevant to this case.

12th Cross Interrog: What has been the state of feeling existing between the Compt and Deft since Aug, 1852 and how has it affected their social relations and business interests?

Answer to 12th Cross Interrog: Since the fall of 1854 they have not spoken together to my knowledge. I have been out of the State since 1840. Social relations have ceased and business intercourse also. The first I knew of any alienation was in 1854 when I returned from Vermont.

13th Cross Interrog: (to Rowland T. Jones alone)

Have you not told Compt that the Deft said to you that the Compt was good, and that he (the Deft) did not trouble himself about the money the Compt owed him, and did not the Deft pay so to you? Did the Deft keep any account of the Real property and the profits of it & by which the Plaintiff could have found out anything about the same if he had asked the Deft? Did not Mr Saffin keep all the accounts relating to said property and do you know whether the Compt did or did not obtain no information respecting said property and the profits thereof from Chicago?

14th Cross Interrog: (to Calvin L. Lewis alone)

Where was your residence in the year 1852? State whether you were in the Town of Suffield, State of Connecticut at any time or times between the 1st day of April and the 1st day of

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September in that year. If so, state particularly at what time or times

Answer to 11th Cross Interrog: My residence was in Vermont in 1852 and was in Suffolk Conn; about the middle of June of that year and was there but not during the time stated.

15th Cross Interrog: Is it not a fact well known to you that the Deft has studiously and continuously refused to speak to, or transact any business with the Compt, since the middle of August 1852 and has he to your knowledge done any business with or held any conversation with the Compt, since that time? If yes, state how many times, when and on what occasions, and what was the business transacted, or the conversations had between them.

Answer to 15th Cross Interrog: I know they have transacted no business nor spoken together since 1851 as I certainly know, they might have ceased sooner.

16th Cross Interrog: Can you positively swear that there has ever been any conversation between Compt & Deft in your presence or hearing since the 24th day of May 1852 respecting the property in controversy in this suit, excepting what occurred on the 5th day of May 1856? If you say there has been state exactly when & where it occurred and why you remembered it.

Answer to 16th Cross Interrog: I have heard no conversation ^{except} what I have stated in answer to 4th interrogatory.

16th Cross Interrogatory. Do you remember of the Deft's leaving home for Chicago in the month of Sept or Oct, 1852? If yes, can you positively swear that you have heard any conversation between him and the Compt respecting said property since his return from that journey? If yes, state when and where, give the words of each during such conversation.

Answer to 16th Cross Interrogatory. I know nothing.

17th Cross Interrogatory: Has not the Deft to your knowledge frequently talked about purchasing Compt's interest in said property and has not a proposition been made by or to him for a settlement of the difficulties between him and said Compt, respecting said property to the effect that he should convey his interest in said property to his son Rowland Tomis and the Compt should convey his interest to Byron Tomis. If yes, when and by whom was said proposition made and what was said or done about it?

Answer to 17th Cross Interrogatory. I know nothing.

18th Cross Interrogatory: Do you know any other matter or thing of benefit or advantage to the Compt, or the trial of this Cause, If yes, state the same fully.

Answer to 18th Cross Interrogatory: I know nothing.

(Signed) "C. S. Tomis."

Interrogatories propounded to the said Burdette Tomis a witness produced and sworn as aforesaid, on the part of the said Allen Tomis, and his Answers thereto as follows.

Answer to 1st Interrogatory: My name Burdette Tomis, aged 20 years. Clerk. live in Suffolk.

Answer to 2nd Interrogatory: I know Pet and Deft. Have known them since my infancy. The Pet is my uncle - the Deft my father.

Answer to 3rd Interrogatory: The letter marked "A" is signed by Matthew Taffin. I know his signature and this is genuine. It was received

by the Deft from Mat Saffin. It does relate to said land described in Deffs Bill.

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Answer to 4th Interrog: I was present at an interview between Deff and Deft soon after the letter was received. The letter was read by me to them. Deft asked Deff to join him in the purchase of the property mentioned in the letter. Deft proposed that the Pet should furnish the whole money and take an interest of one fourth and should receive 8 per cent interest on the money advanced. Pet was not to call on Saffin for money till all the payments had been made, but the Deft should furnish his own after the 1st payment. Deff said he would think and ask about it and let him know.

Answer to 5th Interrog: I recollect no other conversation prior to the receipt of the \$900.

Answer to 6th Interrog: The Deft told me he got \$900 from the Deff in the month of May 1857.

Answer to 7th Interrog: Soon after the \$900 was obtained I was present at an interview between Deff and Deft, at house of Deft in the fore part of June I think, Deft said he was going to Chicago soon, and wanted to have him decide whether he was going to take an interest in the property, and if he was, he wanted him to furnish the balance due on the payment. Deff asked Deft what he had got to show for the money and said Deft said he had nothing but Saffin's letters as he could not get a deed yet as the property was purchased of a non resident. The letters and papers which we had were exhibited and Deff read them over, as they were read to him. Deff said, if this is all you have to show I won't have anything to do with it. Deft urged Deff to join

him as he was short of funds. The Deft still refused and as he did not wish to trust that Taffin in that way, and did not consider him a safe man to deal with. Deft said he had always found that Taffin honest and trustworthy and he had had much deal with him. Deft said if he the Deft kept on dealing with Taffin in that way, he the Deft would be obliged to trust him the Deft. Deft said you must pay me back the \$900. Deft said I cannot pay you now very well, you must let me have it to spell. Deft said if you keep the \$900 you must pay me 8 per Cent interest on it. Deft said he would during the time he kept it. Deft said if you do not come in you must let me have it at 6 per Cent. Deft did not agree. Deft said what time I got to show that I let you have \$900 Deft said you could keep that receipt I gave you. Deft said if you do not join me I shall have to get some one else, as I have not got the money to spare. Deft agreed to pay 5 per Cent while he kept the money.

Answer to 8th Interrogatory. I know the attempts to persuade my brother Calvin L. Loomis to join him. What the particular terms were I do not know. He did not succeed. This was after the Deft's refusal.

Answer to 9th Interrogatory. The reason assigned by the Deft was that he was short of funds. He borrowed about this time \$2000 of my brothers H. H. & R. Loomis. I suppose it was to pay the indebtedness as he said to at the time he borrowed it.

Answer to 10th Inter: I know Byron Loomis. I suppose he was the agent of his father in 1853. In May 1853 Byron Loomis came to Deft's House to have a Note which his father had against the Deft.

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removed as it was going to outlaw. Deft also had a Note against Peff and a balance was struck between two Notes in favor of the Deft several hundred dollars. Peffon paid when are going to pay that \$900 which you owe father or something to that effect. Deft paid he would settle that, where the Peff settled with him to the Oak factory and Oak farm. Deft afterwards received a Note from Plaintiff to settle the balance between the two Notes mentioned.

Answer to 11th Interrog: I have not heard the Peff pay anything more than I have already stated.

Answer to 12th Interrog: I did not know the Peff claimed any interest in the Reed purchase until about the beginning of the year 1856. all the money was furnished by Deft, except the \$900. Did not know of Peff offering to furnish any part or asking an account of profits or making any inquiry into the condition of said property.

Answer to 13th Interrog: The Peff was indebted to the Deft during all this time mentioned in the interrogatory.

Answer to 14th Interrog: Soon after the suit was commenced in regard to this property I had a conversation with Moses Lewis in regard to Peffs rights in said property. he began the conversation. This was at Defts house. He said he wished the suit was settled & asked him what he knew about the suit. He said he did not know anything about it. I asked him if he had ever heard father pay anything about the Peffs having any interest in it. He said he never heard him pay he had. I asked him if ^{he} ever heard Plaintiff saying that he had an interest in the property before the suit was begun. He said he never heard till after the suit was begun.

Answer to 15th Interrog:

Cross Interrogatories and Answers thereto by the
debtor on the part of the Plaintiff

Answer to 1st Cross Interrog. I am acquainted with location and description of the lots referred to. I have seen said lots and been on them. The lots described in the Bill and letter are the same. I know this as they were pointed out to me by Matthew Saplin also by my brother W^m R. Lewis.

Answer to 2nd Cross Interrog. The conversation was at my father's house, my brother Rowland was present. I took part in the conversation by reading the letters. My recollection is positive and distinct. I cannot recollect all the conversations which took place during the time mentioned in the Interrogatory. There I recollect because I took part in them. There were other conversations before the \$900 was loaned, can't say what they did say. There were prior to 24th May 1850, except one I have stated as occurring after said date.

Answer to 3rd Cross Interrog. I have not.

Answer to 4th Cross Interrog. The interview was at father's House about 1st June 1850. My mother and brother Rowland were present. I heard the Plff refuse to join the Deft in the purchase of the property after the receipt had been given to the Plff by the Deft for the \$900. I will swear that I did hear the Plff demand the \$900 of the Deft, for particulars I refer to my answer to the 1st Interrogatory. I think my brother Henry (now dead) was present at the interview mentioned above in the first line of this answer. Plff offered to lend the \$900 in this manner and at the

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time I stated in answer to 7th interrogatory. I was not present when said money was paid - the Deft told me it was paid. My information in other respects was derived from hearing the conversation.

Answer to 5th Interrogatory. I do know of the Deft's having asked Calvin I Jones to join him after the 27th of May 1852 and after the \$900 was obtained and the receipt given. This was in the month of June 1852 and after the refusal so to do by the Deft. This occurred at my father's house. Father, Calvin and I were only present. For further particulars I refer to my answer to the 8th Interrogatory.

Answer to 6th Cross Interrogatory. I suppose it was - I did not hear any such thing. But I did hear the Deft say he should have to pay the Deft 8 per cent interest for the \$900. Deft did receive 8 per cent on the money advanced to Matthew Saffin.

Answer to 4th Cross Interrogatory. At the interview mentioned in the answer to Interrogatory 10, my brother Rowland and Mother were present besides those I mentioned. There may have been others, but do not remember. I am sure something was said about the \$900 by Byron Jones as I stated in answer to Interrogatory 10. We have talked about it, but not so as to influence me. I am sure the sum spoken of was \$900. I do not remember hearing any sum stated except the \$900. I heard Byron make a demand as I stated in answer to 10th Interrogatory.

Answer to 8th Cross Interrogatory. For my answer I refer to my answer to the 7th interrogatory. On the occasion referred to my brothers Henry, Abel, and Rowland were present. I have stated all that was said so far as I remember.

- Answer to 9th Cross Interrogatory: I have had no conversation with Matthew Gaffin about Complainant's interest in the Rice property between 1852 and 1856. I know nothing about the Peffs claiming an interest in the property.
- Answer to 10th Cross Interrogatory. I have no interest. Deft is my father. I am his clerk.
- Answer to 11th Cross Interrogatory. I have frequently talked it over with Deft but have stated nothing but facts. I remember some events with equal distinctness not relative to this case.
- Answer to 12th Cross Interrogatory. They have not spoken together since 1852. Social relations have ceased, but business has been transacted by Agents - Byron being Agent for his Father and I for my father. I am on good terms with Peff, and Byron with Deft.
- Answer to 15th Cross Interrogatory. I do not know that he has. He has done business with Peff's Agent, he has had no conversation as I know of since August 1852.
- Answer to 16th Cross Interrogatory. I have heard no conversation about paid property except as I said in answer to the 7th Interrogatory.
- Answer to 16th Cross Interrogatory. I do remember it. I never heard any conversation since his return.
- Answer to 17th Cross Interrogatory: I know nothing.
- Answer to 18th Cross Interrogatory: I know nothing.
- (Signer) Burdett Linnis "

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Interrogatories propounded to the said Rowland Loomis
a witness produced and sworn as aforesaid on the part
of the said Allen Loomis and his answers thereto
as follows.

Answer to 1st Inter; My name is Rowland Loomis aged 29 years
Tobaccoist - reside in Windsor Locks, Conn;

Answer to 2nd Inter; I know the parties Plaintiff and Deft. Have
known them since I knew anything. The Pff is my uncle and
the Deft my father.

Answer to 3rd Inter; It is signed by Matthew Saffin named
by the Deft. and from Matthew Saffin. It relates to the Land
described in the Plaintiffs Bill.

Answer to 4th Inter; I was present at an interview between Pff +
Def, after said letter was received, About a week after said
letter was received, the exact time I cannot state. I heard Pff
and Def talking about subject matter of the letter. Def was
letter to Pff. and then Pff took letter and read it himself. Def
wanted Pff to join him in the purchase. Def proposed that
Pff should furnish the whole money \$4000 for purchase of property
and should take a note from Saffin for one half \$2500 drawing
8 per cent interest and a note from Def for one quarter \$1000
at same rate for a short time. The Pff was to have no share
if he accepted the proposal. The reason why Def wanted Pff
to advance the money was that Def had his Capital all invested
in tobacco and had none to spare. Pff said he wanted to make

inquiries and see about it. Deft said that was right. This took place at Deft's House. I was there, my brother Purdett & Henry now dead & my Mother.

Answer to 5th Interrog: A short time before the Deft borrowed the \$900, the Pet was at the Deft's House - Deft asked Jeff if he was going to take an interest in it or not, Jeff said he had not decided. Deft said he calculated he would take an interest in it so as to furnish the money. Deft then said if he was not going to take an interest he wanted to borrow some money of him to pay the first instalment with. Jeff said he had got some money and not know how much, if he would come up he would see what he could do. Jeff did not decide to join, but it was my impression that he would join.

Answer to 6th Interrog: A short time after the above conversation and sometime in the Month of May 1859 the Deft told me he had borrowed \$900 of the Jeff. I knew Deft left home for the purpose of obtaining the money and when he returned he said he had got \$900.

Answer to 7th Interrog. A week or two after Deft obtained the \$900 from Jeff, I was present at an interview between Jeff and Deft. This was at Deft's House, Jeff asked Deft what he had got to show for what he had paid for the Rice property. Deft said he had nothing but Mat Laflin's letter and his own, Jeff asked "when do you calculate to get a check of it?" Deft said he did not know. Jeff then said, if that is the way you do business with him, I won't have anything to do with it, Jeff said he would have nothing to do with Mat Laflin except in black and white, and

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he would not trust him as far as he could throw a dog by the tail. Said if Deft did business with Mat Laffin in that way, he the Peff would be afraid to trust him the Deft. Deft said he was not afraid to trust Laffin. He had done thousands of dollars of business with him, and had nothing but letters to show for it. Deft then said, do you mean to back down on the purchase? Peff said he would have nothing to do with it. Then Deft said if he the Peff was going to back down he would only pay him 6 per cent for that \$900. Peff said he wanted 8 per cent on his money. Deft said he would pay him 8 per cent for awhile. Deft said if Peff would not come into it, he should try to get Parker Loomis to join him - Deft said he was afraid he could not get Parker on, he was one of the "Scary" kind.

Answer to 8th Interrog: The deft endeavored to persuade Park, Loomis and my brother G. S. Loomis after the Peff's refusal to join him & having both refused, Parks because he could make more money than 8 per cent, and could get 2 per cent a month on his money. My brother because his money was invested in goods. He did not succeed in getting either to join him.

Answer to 9th Interrog: Deft wanted Peff to join him because he had so much money invested in Tobacco that he had none to spare. Deft said he would like to get Peff started out there as it would be a good thing for him. Deft borrowed of myself & brother H. A. Loomis \$2000 to pay the instalment. Deft said when he borrowed the money. This was to pay the second instalment due in May 1853.

Answer to 10th Interrog: I knew Byron Loomis he was acting as such

Agent in the year 1853. In May 1853 Byron Lomis came to Deft's House and says Uncle Allen, I have got a note which is about outlawed and father has sent me down to have you renew it. He says will you do it? Father says I will. Father is turning to no paid, you get the note I hold against Meland and figure up the interest on both of them. I did so and found a balance in my father's favor of \$216 I think. After the balance was stated Byron said he would get a Note of his Father and give to him. Father said that is also right. I will trust you to do it. Then Byron said Father wants you to pay the \$900. Father said you tell Meland he owes me more than that in the Ace Factory and Ann Fann. (The Peff was indebted to the Deft on a joint account arising from the Ace Factory and a Farm of James Lomis brother of Peff and Deft.) Deft received the Note which Byron promised to obtain and now has it.

Answer to 11th Interrog. For answer I refer to my answer to the 11th Interrogatory.

Answer to 12th Interrog. I did not know that the Peff claimed any interest in the Rice purchase, between the times mentioned. All the money was furnished by the Deft except the \$900. I did not know that the Peff offered to furnish any part. I never knew of his asking an account of profits or making any inquiry into condition of said property until May 5th 1856. All this time I was on friendly terms with Peff and saw him frequently and talked with him.

Answer 13th Interrog. The Deft was indebted to the Peff at that time and now too.

Answer 11th Interrog.

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In the last of the summer or beginning of the fall of 1856 at my Father's House had an interview with said Moses. He came to Deft's House to borrow money of him. He told me he could get none of him. Then he wanted to borrow of me. He spoke of his troubles and domestic afflictions. I said I had no money to loan. Then he spoke of this suit between Deft and Deft, and said it is a cursed thing for Deft to sue Deft, for he did not believe Deft had any more right to it than he had. He spoke of this suit first, I did not begin the matter, we were both of Father's House by the Orchard where this conversation took place. No one was present.

Cross Interrogatories and answers thereto by
the witness on the part of the Plaintiff

1st Cross Interrog: I have seen the lots referred to. Saw them first in Spring of 1853 and lost in Spring of 1858. I know only by seeing the lots, the Map, and having them pointed out by Matthew Saffin Lyaugus Saffin and my brother W.R. Scovis. I know they are the same only by seeing description in the Bill and seeing the lots and having them pointed out to me. I know only so far as I have stated above.

2nd Cross Interrog. In my answer to the 11th Interrogatory I have stated the time and place and the conversation. I took no part or interest in the same. My recollection of the same is positive and distinct. I can recollect all the conversations which took place in my presence. I remember others equally well with this. This was given to 27th May 1858

Answer 3rd Cross Interrog. I have not described any conversations which took place after 24th May 1852, except such as I have stated in answer to the 4th interrogatory.

No allusion was made to the Leds except so far as I have stated in answer to the 4th Interrogatory. This occurred between May and September 1852. I can only state the time by having a distinct remembrance of it. I do not think I can be mistaken.

Answer 11th Cross Interrog. For my answer to this I refer to my answer to the 4th interrogatory. Burdett W. R. Loomis (decd) were present at this conversation. I was not present when said money was paid by the Pff. My information is derived from conversations which I heard between the parties.

Answer 5th Cross Interrog. The refusal referred to in my Answer to the 8th interrogatory was after the payment of the \$900.

Answer 6th Cross Interrog. I think it was. I have not heard Dift say Pff would have to pay him 8 per Cent on balance of payment on Reed property. I think Dift received 8 per Cent on amount advanced to Gaffin.

Answer to 4th Cross Interrog. My brother Burdett W. R. Loomis (decd) were present. I am sure the sum of \$900 was spoken about but nothing was said about the Reed property. I have heard Dift say much about anyway. Nothing was said about \$250. Byrm made the demand for \$900, as I have already stated in answer to 10th interrogatory.

Answer to 8th Cross Interrog. I refer to my answer to the 4th Interrogatory.

Answer to 9th Cross Interrog.

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I have had no conversation with Mar Saffin in which he spoke of Peff's interest in said Property during the time mentioned to my knowledge.

Answer to 10th Cross Interrog. I have no interest in the suit. Peff is my father, but I am not connected with him in business.

Answer to 11th Cross Interrog. I have talked the matter over but what I have stated are facts and not impressions. I remember other things with equal distinctness.

Answer to 12th Cross Interrog. The dealings have not been very friendly but their business has been transacted by Agents.

Answer to 13th Cross Interrog. I have no recollection of saying any such thing. Peff did keep an account of said property consisting of the returns made by Saffin which the Peff could have seen if he had asked to. All the accounts of Peff was said returns. I do not know where the Plaintiff obtained his information.

Answer to Cross Interrog 15. They have not spoken together to my knowledge and business has been done by Agents since the time mentioned.

Answer to Cross Interrog 16. The conversations have occurred as I have stated already.

Answer to Cross Interrog 16. I do remember his leaving home for Chicago in the month of Sept or Oct 1859. I have heard no conversation between them since his return.

Answer to Cross Interrogatory 17. I know nothing.

Answer to 18 Cross Interrog. I know nothing.
(signed) Aurland Lewis.

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Exhibit "A"

referred to in the foregoing Depositions of Calvin S. Lomis.

Chicago Feb'y 2nd 1852.

Algeo Lomis Esq

Dr. Sir, Your favor unto Bro Suters enclosed was received, also yours of later date in regard to what Bro L says I suppose must be correct, but he should put you our Note, which I should endeavor to meet, but that is got along with I notice what you say about the Pills Head Head. I have had conversation with several about putting the house, but it will be very difficult to get right out to talk to it. It goes much better than I expected; but unfortunately we did not get the right kind of man in the Head but we had to have someone and we could not do better at the kind, I am glad that you have got one that will answer. I am of your opinion that we must hold out pocket judgments, as will enable us to get such a man I would like to have the man that takes it make 3 or \$4000 per annum and I think it can be done, but it will take a good trader, the way the money is to be made it will require pay \$1500. or \$2000 Cash Capital to buy Cattle from drovers, as they will sometimes meet with a hard market, to make them advances or buy them, or to buy Cattle and hold ready for a better market or advance them on bills and collect them, and should any further sum be required, it could always be obtained here for a short time with our endorsement as the money would get good circulation and it will soon be the case, that they would have orders from New York by Telegraph to buy and send through by Railroad as the coming season there will be a continuous line to New York that trade alone would support the

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House, besides there is great deal of riding from Town - George & Walter
Miles would like to go and board there if they liked Rowland unless
their houses are done, and when we now begin to sell and perhaps begin
to improve, they can have a good many borders as William has been
here and knows all about it - its not much use for me to multiply
many words about it, I hope William will take hold of it with a good
man with him to take charge of the house - He will do well. William
has good judgment and has quite good share of caution, and one
thing which very important - he can keep cool and that will fetch them
any time I would leave the matter entirely with you in regard to the
rent was I not fearful that you might charge them too high, I want
to see them do well, and shall be in favor of putting the rent low, the
house has passed over the point there being any difficulty about making
money I will fix the price at 8 per Cent on cost of expenditure and
improvements & the interest on \$2000 at 6 per Cent on the Land to pay all
taxes and repairs and insurance the furniture the Company take and let
them have it at cost charging them 8 per Cent and at the expiration of
the time take the same amount at its appraisal value, unless we give them
a further lease in that case they must buy it if our furniture was not
new I should been willing to have them taken them at the appraisal value
at the above prices we ought not to put for more than two years, but you
will act in the matter as you think best, but let us hear from you at
once - Rowland wants to leave by the first of March and the money we
can get some one in the better, about selling we must be guided by our
prescription first, we do not want to sell much until that is decided, but
when we can get up good improvements and sell at fair prices we will
do so. In regard to the Stoughton property that is doing well, the Railroad
will go in about 10 days, it will take three years for that to come out.

right, by that time Rock Island will be in and the demand for property to do business on will be great, can safely call it worth \$100,000 and I think double that, but we must wait the result. Say to William I have been offered \$1400. for the rent of the Slaughter house, I have given the man the refusal unless can write East at \$500. from the first of March, that will equalize \$1405 first year, and the same proposition for the balance I think we shall get that or more.

Herewith I have you a Map to show the situation of the Property I have been buying on joint account with you its the Property numbers 1, 2, 3, 4, 5, 6, 7, 8 - 168 feet front on that Street with three buildings included in the purchase call worth \$1200, will rent for \$375 per annum and leases the other two lots are covered with buildings that now pay a ground rent \$120. Leases will expire in the Spring and I think shall be able to raise them to \$200, which will make a rental of \$575.00. I have to pay \$4000. for the Property 74 down the balance in three yearly equal payments with 4 per Cent interest (and a bonus of \$50.) the Property was bought of a non-resident, and the papers are not executed, bought of his agent, when I get my deed shall draw on you at 90 days payable in New York acceptance and notify you if the same the amount of draft \$1300. George has drawn the Map to give you some idea about the location, the distance from the Street House in a direct line, will be about fifteen hundred feet, property is worth there now \$250.00 to \$300.00 per front foot. This Cost \$35 per foot. take out the value of buildings, now we have pay 40,000 inhabitants with only one great Railroad finished about 80 miles, within four years we shall have the Rock Island Road to the Mississippi 180 miles. Illinois Central to Cairo distance 140 miles, Havana Road completed

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160 miles, two direct roads to New York and two other roads talked of
and I think we must have within six years 100,000 inhabitants by
that time the property, where the Tremont House is will be worth \$100
per front foot, now if that is the case it is reasonable to suppose that
the property that I have bought situated within a stones throw of the
Depot of the Alabama Road and the same distance of the Illinois
Central and Michigan Central Railroad Depot and the whole front
within 200 feet of the River where the Steam Boats that run along the
Lakes landings once or twice a day will be worth within that time
\$200,000 per foot or \$100 in 4 years, or \$100 a foot is \$16,800. \$200
is \$33,600⁰⁰, will cost us at the end of six years less than \$5000
after taking out interest. You may ask why will people sell at such
prices I can answer that once for instance take the Tremont Block
property, worth \$250 to \$300 per foot per foot Cross State Street
worth \$100 per foot, the reason why it is so is they get an idea
that they cannot do business without neighbours, now as fast as the
properties must be had up go is the prices, and if the owners or
would build it up the prices would come up at once. You may think
I am visionary, but what I tell you is true. I could buy more
property but shall not until I hear from you, and shall not have
bought this but it was so cheap could not help it. I write you
I should be flush in the Spring, that depends whether I sell my
Hydraulic Stock which I think I shall, but I have to take
Bonds until the present Company makes a loan, so don't make too
strong calculation in me but when you pass it shall come if it
brings the price. There will be a good chance to take hold with
them this Spring, shall know all about it I think it will pay

2 to 500 per cent. I don't hear from Calvin. I hope you will all come out next Summer - don't fail to bring out your wife.

We are all well and wish to be remembered to you & yours

Truly Yours,

Matthew Tabbitt."

And afterwards to wit on the Thirtieth day of June (being one of the days of the June Term of said Court) A. D. Eighteen hundred and fifty nine, the following proceedings were had in said cause and entered of Record in said Court to wit

Nelanda Connis

@

Allen Connis

Bill.

And now comes said Complainant by Deeds, The Minister & Jewett his Solicitors and on their Motion it is ordered this cause be and it hereby is set down for final hearing on Monday 27th instant.

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And afterwards to wit on the Fifteenth day of December (being one of the days of the said December Term of said Court) in the year of our Lord one thousand eight hundred and fifty nine the following further proceedings were had in said cause and entered of Record in said Court, to wit.

"Melana Lomis
@
Allen Lomis } Bill.

And now comes said Complainant by Seales McCreister & Jewett, his Solicitors, and said Defendant by Isaac N. Orwala his Solicitor, also comes, and this cause coming on for hearing on the Bill, Answer thereto and Replication to Answer and protestation on both sides, and being argued by Counsel, and the Court after full consideration of the premises, find the issues for Defendant and dismiss said Bill.

It is therefore Ordered, that said Bill be and the same is hereby dismissed, at costs of said Complainant, to be taxed by the Clerk and that Execution issue therefor.

State of Illinois
Cook County, ss.

I Walter Kimball Clerk of the Superior Court of Chicago (formerly the Cook County Court of Common Pleas) in and for the County of Cook in the State of Illinois Do hereby certify this above and foregoing to be a full, true and correct Transcript of the Papers now on file in my office, together with all orders, decrees and judgments Entered of record in said Court, in a certain Suit heretofore pending therein, on the Chancery side thereof, wherein Melville Tombs was Complainant and Algeo Tombs, Defendant.



In testimony whereof I have hereunto set my hand and affixed the Seal of said Superior Court at Chicago, in said County the nineteenth day of January in the year of our Lord one thousand eight hundred and sixty.

Walter Kimball Clerk

Supreme Court of Illinois
Third Grand Division
April Term 1860

Abelton Jones
" Compt in error } Error to the Supreme
Allen Jones } Court of Appeals -
" Deft in error }

And afterwards comes the
said Compt in error by Scott Wallsten & Curitt
his Solicitors and says that in the Record and proceedings
aforesaid and also in the recitation of the decree aforesaid
there is manifest error in this - to-wit:

- 1st The said Supreme Court of Appeals erred
in entering the decree in and over dismissing
said Compt in error Bill of Compt -
- 2^d The said Court erred in entering a
decree in and over in favor of the Defendant
- 3^d The said Court erred in entering a decree
in the Defendant when upon the Record aforesaid
it appears that a decree should have been
entered for the Compt in error -

And the said Abelton Jones Compt in
error says that the decree aforesaid, for the
error aforesaid and other errors in the
Record and proceedings aforesaid may
be reversed, annulled and altogether
set for naught, and that he may be

return to all things which I have
lost by occasion of the war because

Scots Wallis & Smith

Sole for Campbell in 1800

State of Illinois
Cork County ~~172~~

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Superior Court of Chicago.

Weland Loomis

— vs —

Allen Loomis

Record.

Filed April 17, 1860
Leland

\$58.00 Paid W. Kimball
Clerk

State of Illinois

Superior Court

North Grant Division

April Term AD 1861

Byron Louis

Comptroller

vs

Allen Louis

Defendant

vs to Superior Court of Illinois

And now comes the said
defendant ~~in~~ seen by Isaac A. Arnold
his attorney, and waives service of process
in said cause and enters his appearance
therein

Chicago April 16. 1861

Isaac W. Arnold

attys for Defendant

⁴⁵
Superior Court
Byron Loomis

²
Allen Loomis
Deputy

Appearance of the
Deputy

Filed April 18. 1861

L. Leland
Clerk

J. N. Arnold Counsel
for Deputy

Chicago. June 13. 1841

Hon. J. D. Carter

Attorney -

Dear Sir -

Your note in regard
of my letter in regard to Case
of Loomis & Loomis has been rec'd.
Doubtless it was accordingly
submitted.

I will endeavor to
prepare & submit a printed
argument, after which
other cases will be its peripat
until next term.

Very truly yours

Isaac W. Arnold

Loomis
in
Loomis

Annals letter

Chicago. May 30. 1860

Hon. Geo. Q. Catron

Ottawa. Ills.

Dear Sir

In the
Case of Loomis v Loomis,
which was submitted
by Judge Scates in printed
argument, the Dept.
in error has never
been brought into
court. There has
never been any power
in error, & the Dept
has not entered his
appearance.

I am per Dept

& My client's desire to be
heard orally in court.
Judge Senter supposed I
could submit the
Case in writing, &
desires me to note
you that his
Submission of the
Case was not
accepted on our
part. If the papers
are in any other
hands than yours
please advise me, &
advise the other
judges of the facts.
Please acknowledge
receipt of this ^{& copy}
I. N. Arnold

I have been thinking of you
 and your family very much
 and hope you are all well
 and happy as usual. I
 have not much news to
 write at present. I am
 still in the same place
 and doing the same work.
 I have not much time
 to write at present. I
 must close for this time.
 Give my love to all the
 family. I will write again
 soon.

Supreme Court of Illinois
May Term and 1860.

Island Sorens }
Alex Sorens } Enors to Superior Ct of Illinois

Cook County of

Henry P. Kent being

first duly sworn according to law, deposes and says that he was well acquainted with Island Sorens, the Complainant in the above entitled cause, in his life-time, and that he resided and for a long time prior to the death of said Sorens, he resided in the same town with him in the State of Connecticut, and was and is well acquainted with his family - That said Island Sorens died at Suffield, Connecticut, on or about the 4th day of May and 1860. and that this affiant attended his funeral a few days after that date - and this affiant further states that Byron Sorens now of Suffield, in the State of Connecticut, is the only child and heir at law of said Island Sorens deceased, and that said Byron Sorens is about twenty eight years of age - Henry P. Kent

subscribed & sworn to before me

16th Day of May and 1860

W. A. Merriman
Notary Public



~~173~~ ~~173~~ ~~173~~
Superior Ct of Ill
Island Spring
Allen^{sr} Loomis

Affidavit of death
of Campbell

Filed May 17 1860
L. Leland
Clerk

