

14264

No. _____

Supreme Court of Illinois

Templeton
,

vs.

Kelsey^y

STATE OF ILLINOIS,
SUPREME COURT,
Third Grand Division.

No. 49

14214

Jempick
vs
Helms

1
State of Illinois, In Circuit Court
County of Putnam } At October Term A.D. 1860 -

Charles L. Kelsey }

v.s. } Bill for Injunction
Robert T. Templeton, Drainage Com^r &c. & the Board
of Supervisors of said County of Bureau, state of
Illinois -

The said Complainant and his Solicitors
Messrs. Peters & Winslow will take notice that at the office
of the County Clerk of Bureau County, Illinois, on the
16th day of August 1860, at 9 O'Clock, A.M. of said
day continuing from day to day if necessary said de-
fendants will appear before said Clerk or other proper
offices and take the depositions of William Hoskins,
B. C. Couch, Saml. H. Mitchell, Saml. E. Morris, Joseph
V. ^{Thompson} ~~Gaehay~~, K. Waldron, F. W. Winship, J. F. Thomson,
Geo. M. Radcliffe, Nathan Gray, R. B. Frary and
others witnesses for the said defendants to be read on the
trial of said Cause when & where said Compt^r may also
appear and cross examine if he so desire -

R. T. Templeton Drainage Com-
et. al Df^{ts} by
Taylor, Paddock & Phelps Sol^rs.

July 25, 1860.

Said Kelsey will also take notice that
no depositions will be taken under the notice heretofore
served in this case for the 13th August 1860 -

Taylor, Paddock & Phelps
Sol^r for defendants above named

Received Princeton August 3^d 1860 at our
office a true copy of the above notices -

Peters & Winslow
Sols^r pr Complainant
Chas. L. Kelsey -

Depositions of witnesses, taken on the 16th day
of August A.D. 1860, commencing at 10 o'clock A.M. at
my office, in Princeton in Bureau Co. Ills., before me Stephen
J. Faddock, Clerk of the County Court, in and for said
County, by virtue of the annexed notice to be read in evi-
dence in a certain suit now pending in the Circuit Court
of Putnam County, in said state, wherein Charles L.
Kelsey is Complainant, and Robert T. Templeton, Drain-
age Com^r &c. and the Board of Supervisors of Bureau
County, Illinois are defendants -

Deposition of William Hoskins -

The said William Hoskins being first duly sworn
doth depose and say in answer to the several interro-
gatories as follows, viz:

Int. 1.

What is your name, age, occupation and

place of residence

Ans. My name is William Hoskins, my age is 63, my occupation is farming, my residence is in the Town of Selby, Bureau County, Illinois.

Int. 2. Are you acquainted with the said Complainant Charles L. Kelley, how long have you known him and where —

Ans. I am somewhat acquainted with him — I have known him a number of years in this place and vicinity —

Int. 3. Were you a member of the Board of Supervisors of Bureau County, Illinois, during the spring and summer of the year 1856?

Ans. I think I was.

Int. 4. Did you in that year belong to the Committee of said Board called "the Committee on Swamp Lands?"

Ans. I did.

Int. 5. Did you as Chairman of that Committee join in the report of said Committee upon the subject of Swamp Lands, the original whereof is now shown you and which report is recorded in Book A. of the Records of said Board page 494.

Ans. I did.

Int. 6. Had you previous to the making of such report any conversation with said Kelsey, touching the sale of said Swamp Lands by the County?

Ans. I could not say for certain that I did, we counselled with so many that could not say for certain.

Int. 7. Was said Kelsey shown the said report and resolutions or did he see the same at any time prior to September 1856?

Ans. I could not say for certain that he did.

Int. 8. During the time the said report was in the hands of the Committee was the said Kelsey in conference with one or more of its members? if so, with whom did he confer -

Ans. Not that I know of, I don't recollect of his having any with me -

Int. 9. Do you know of said Kelsey and Thomas Hope having been together during the time said report was in the hands of the Committee?

Ans. I think I do.

Int. 10. At those times was Mr. Hope a member of that

Committee, and had he possession or control of their said report.

Ans. He was a member and I think he had possession of said report.

Int. 11. If he had not possession of it could he have obtained it at any time upon request.

Ans. I think he could.

Int. 12. State the relation which subsisted between Messrs. Hoop and Kelsey at this time, whether intimate and confidential or otherwise.

Ans. All the statement I can make about that is, I had it from Mr. Hoop that they was in partnership in some farming business -

Int. 13. If you know or have reason to believe that prior to the sale of the County Swamp Lands in September 1836, the Complainant Kelsey was aware that the County of Bureau intended not to drain such lands for the benefit of purchasers, go on and state such facts as have caused such knowledge or belief, -

Ans. I believe he was and the reasons I should assign are that the thing was under consideration here so long and the course ^{that} he took after the sale in going down to the legislature to get the sale legalized and the County cleared from drainage.

Int. 14.

In your answer to the 9th interrogatory you speak of Messrs Kelsey & Hope having been together during the time the said report was before your Committee; state how often you so observed them together during that time -

Ans.

I don't think I could say how often -

Int. 15.

Are you acquainted with the value of lands in this County during the year 1856?

Ans.

I was somewhat acquainted.

Int. 16.

State what in your opinion the said Swamp Lands would have sold for per acre had the same been drained at the time of their sale, or had the bidders generally understood that the County would drain them for the benefit of purchasers -

Ans.

Agreeably to the terms of the sale I should put it at fifteen dollars an acre -

Int. 17.

State whether lands were high at that time -

Ans.

They were a good deal higher then than they are now.

Int. 18

Are you acquainted with the general reputation in said County of Bureau after the making of said report and before the said Swamp Land sale in September 1856 among business men as to the

intention of our County authorities to make the said sale free from any condition or obligation to drain the said lands for the benefit of purchasers, —

Ans. I think I am.

Int. 19. State what that reputation was on that point.

Ans. I think the reputation was, that it was the intention of the authorities to make the sale such that they should not be bound to drain —

Int. 20. State whether you were present at the said sale in September 1856.

Ans. I was a small part of the time.

Int. 21. Were the terms of said sale proclaimed in your hearing, if so by whom.

Ans. I don't think it was.

Int. 22. Are you acquainted with the general reputation among the bidders at such sale as to whether the same was made by the County free from any obligation to drain said lands for the benefit of purchasers? if so state what that reputation was.

Ans. I think I am, I think the reputation was from the publications given, that the County was not bound to drain —

Int. 23.

State what you ^{may} know of the employment by the said County of Bureau of said Complainant Kelsey as its agent to go to Springfield and attend the Session of the Legislature in 1857, as to the parties making such agreement and the nature or terms of the same; what said Kelsey was to do, and what he was to receive from said County -

Ans.

At that time of the Session of the Board of Supervisors, I took my seat as County Judge, the Contract was made, I suppose Hooper and me was all of the Committee present at the time the agreement was made for him to go for the sixty dollars -

The nature of the agreement was that we were to give him sixty dollars to go down and assist our Representative there in getting the sales of the Swamp Land legalized -

Int. 24

If you ever heard the said Kelsey make any statements in regard to his action at Springfield, before the Committee of the Legislature, or otherwise state what those statements were, when and where they were made by the said Kelsey -

Ans.

I did hear him make statements, he stated to me on my own premises that he drew up the bill to be presented to the Committee at Springfield to legalize the sale and release the County from drainage and advocated the same before the Committee, I could not state the time exactly.

Int. 25. In this conversation with said Kelsey did he speak of the bill legalizing the sale and releasing the County from drainage as one which had been passed by the Legislature and become a law.

Ans. He did.

Int. 26. If you ever heard said Kelsey make any statements before the Board of Supervisors as to his agency at Springfield, state what those statements were and when they were made as nearly as you can remember -

Ans. He made the same statements before the Board that I gave in my answer, I can't remember the time exactly. -

Cross.
Int. 1. At the time Kelsey and Hope were together as you have stated in your answer to the 4th Interrogatory, do you know whether or not they had any conference or conversation concerning the action taken or proposed by the Swamp Land Committee -

Ans. I don't know, I was not near enough to hear their conversation -

Int. 2. At the time that Mr. Hope as a member of that Committee had possession or control of their report, do you know whether or not he showed

the same to Kelsey the Complainant, or whether Kelsey ever saw that report or the record of it previous to the sale of the Swamp Lands in September 1856 and November 1856.

Ans. I dont know.

Int. 3. Did the said Swamp Lands at the time of the sales in 1856, in your opinion, sell for more or less than they were then worth, provided the purchasers at those sales were to drain them at their own expense.

Ans. I cant answer that question, for I do not know what they sold for and am not well enough acquainted with them to know what they would be worth.

Int. 4. Were you well acquainted with the value of unimproved lands in 1856, lying in that part of Bureau County in which the swamp lands were situated, and do you give it as your opinion that the average value of such lands would be as high as \$15. per acre.

Ans. I could not say I was where the main body lays, there was part of the lands I was acquainted with, I still give it as my opinion that if they were properly drained they would have averaged it then; not now.

Int. 5. Do you know of any sales of such unimproved lands in that locality being made during

the year 1856, with the exception of the Swamp land sales and if so how many of such sales do you know of and what were the prices at which such lands were sold -

Ans. I knew of one sale within the County at \$17⁵⁰/₁₀₀ per acre -

Int. 6 Is that all the sale that you know of -

Ans. all that I recollect at present of that year -

Int. 7 In what portion of Bureau County was that land located.

Ans. In the Town of Selby, 16 N. R. 10 E.

Int. 8 Are there any of the Swamp lands of Bureau County located in or near the town of Selby and if so how large a proportion of them.

Ans. There are Swamp Lands in the adjoining town but I cant say what number of acres -

Int. 9 In what portion of Bureau County do the great bulk of the Swamp Lands lie -

Ans. I answer that by referring you to the County Records -

Int. 10 Do you not know where they lie?

Ans. I suppose the main body of them is in the North West part of the County -

Int. 11. In what town do you reside and how far is it from the great bulk of the Swamp lands of Bureau County, and how long have you resided there?

Ans. I reside in the Town of Selby, Bureau County, Illinois, as to the distance to the great bulk of the Swamp lands I have never measured it, or paced it, I have resided there 29 years the 6th day of last December -

Int. 12. In what portion of Bureau County is the Town of Selby and what is your best opinion as to the distance therefrom to the great bulk of the Swamp Lands of said County -

Ans. The East line of Selby is within 6 miles of the East line of the County, as for my opinion as to the distance of the Swamp Lands I am not willing to give it as I do not know where the main body of them is. -

Int. 13. How not the average of the unimproved lands in the town of Selby in the year 1856 worth much more than similar lands situated in the North Western portion of Bureau County where you say the great bulk of the Swamp lands are located -

Ans.

I could not say as to that, not being much acquainted with the lands in the North Western part of the County.

Int. 14

Do you mean to be understood that you were not much acquainted with the value of the lands in the North Western portion of the County in 1856.

Ans.

I mean to be understood that I was not so well acquainted with the value of the lands in the North Western portion as with that of the North Eastern portion of the County.

Int. 15.

Were you so little acquainted with the value of lands in the North West portion of the County that you do not know whether in 1856 they were worth more or less than similar lands in the Town of Selby -

Ans.

I am of opinion that they were not worth so much, but what the difference was, I am not able to say -

Int. 16.

In your answers to the 18th and 19th interrogatories in Chief you state that you are acquainted with the general reputation in the County of Bureau among business men after the making of the report of the Swamp Land Committee and before the Swamp Land sale as to the intention of the County authorities concerning such sale, and that such reputation or understanding was, that it was the intention of the said authorities to make

the sale such that they should not be bound to drain, state how many of such business men you heard at that time state what their understanding was concerning the intention of such authorities and give the names of those whom you so heard express themselves.

Ans. I cant give the number, I have heard various ones express themselves in that way, I cant pretend to give the names.

Int. 17. Is it impossible for you to give the names of any of the business men with whom previous to the time of the sale of the Swamp lands it was the understanding that it was the intention of the County authorities to make said sale in such a manner that it would release the County from the obligation to drain.

Ans. It would be almost impossible to give the names of all, and therefore I decline to give any.

Int. 18. At the time referred to were you not one of the said County authorities and were not your conversations concerning the intentions of said authorities as to the drainage of said lands mostly had with others of such authorities.

Ans. I was a member at the time, I believe that I had more conversation with a man who did not belong to the Board, than with

any one on it -

Int. 19. State who that man was.

Ans. It was the Clerk of the Court, J. V. Thompson -

Int. 20. In your answer to the 22nd Interrogatory of your direct examination you state that you were acquainted with the general reputation or understanding among the bidders at such sale as to whether the same was made by the County free from any obligation to drain for the benefit of purchasers, and that such reputation was that the County was not bound to drain. State if any of the bidders at such sale so expressed their understanding of the terms thereof to you or within your hearing, and if so who were they -

Ans. I did not because I did not attend the sale but a short time -

Int. 21. At the time mentioned by you in your answer to the 23rd interrogatory in your direct examination when as members of the Swamp Land Committee Hope and yourself made the agreement with Kelsey to go to Springfield to assist in getting the sales of the Swamp Lands legalized, was there anything said about procuring the release of the County from the obligation to drain or were any instructions given Kelsey to that effect.

Ans.

None that I recollect of. —

Int. 22.

So far as you know had Kelsey any knowledge at that time that such was the intention of the County Authorities or that it was their desire to procure the passage by the Legislature of an act releasing the County from their obligation to drain such lands. —

Ans.

I was of the opinion at the time that Mr. Kelsey knew it and the whole Board, that such was their intention, it was mine at least.

Int. 23.

Is there any positive fact upon which you found your opinion that Kelsey had such knowledge; had you ever previous to that time heard Kelsey so state or any one else make such a statement to him —

Ans.

I took it from the terms of the sale that Mr. Kelsey had such knowledge, but I don't recollect of ever hearing him express it or no person to him. —

Int. 24

If you know state whether or not during the summer previous to the sale of said Swamp Lands, Kelsey the Complainant was within the County of Bureau and State of Illinois or whether he was absent from said County — and State —

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Ans. I cant state whether he was or was not.

Int. 25.

At the time of the conversation you had with Kelsey mentioned by you in your answer to the 24th direct interrogatory or at the time when Kelsey made the statement before the Board of Supervisors mentioned by you in your answer to the 26th direct interrogatory did Kelsey make any statement as to whether or not he was opposed to the insertion in the act passed by the Legislature of the Clause releasing the county from draining the Swamp Lands, and if so what did he say in that respect and did he also state whether or not he finally consented to or acquiesced in the insertion of such clause and if he did state that he so consented what reasons did he give for doing so, if any. —

Ans. I dont at present recollect whether he said anything of that kind or not. —

Int. 26.

At the time of the passage of this act by the Legislature who was the acting Chairman of the Board of Supervisors. —

Ans. I cant now say who it was. —

Int. 27

Was there any other agent sent to Springfield for the purpose of procuring an act by the Legislature to legalize the sale of the Swamp Lands, besides Mr. Kelsey, if so, who was that agent, and did such other agent attend at

Springfield and assist in procuring the passage of the act concerning the Swamp Lands of Bureau County passed in February 1857.

Ans.

There was another man and his name was S. E. Morris, and agreeable to the report he made he attended there and did assist.

Int. 28

Were you and the other members of the Swamp Land Committee of the Board of Supervisors and the other members generally of the Board of Supervisors so far as you know prior to the adoption of the resolutions reported by the Swamp Land Committee authorizing the sale of the Swamp Lands, acquainted with the provisions of the act of Congress granting these Swamp and overflowed lands to the State of Illinois -

Ans.

I think they was somewhat.

Int. 29.

Had you at that time ever read that act of Congress or heard it read or had any member of said Board of Supervisors to your knowledge or by their own statement ever read said act or heard it read.

Ans.

I don't think I ever had only as it was published in the papers, I give the same answer as to the other members, I think we had it before the Board in the paper.

Int. 30.

Was what you refer to as being published in the paper what purported to be a full copy of said act or a mere statement that according to the provisions thereof the state of Illinois and the County of Bureau as its grantees were bound to drain said lands as a condition of such grant.

Ans.

I do not recollect the particulars of that publication. —

Int. 31.

Do you remember in what paper or papers it was published and about when; if so in what paper or papers was it published and at what time. —

Ans.

I don't recollect what paper it was and about what time —

Int. 32.

Do you remember what the substance of the publication was and can you state whether it was published in a paper of this County or not? if so what was the substance of such publication and was it or not published in Bureau County —

Ans.

The substance was that it was a donation from Congress to the state of Illinois of the Swamp Lands, and I don't think it was a Bureau paper that was before the Board. —

Int. 33.

Were you and the other members of the Board of Supervisors so far as you know all

acquainted with the provisions of the act of the Legislature of Illinois granting these Swamp Lands to the County of Bureau and if so at the time of the adoption by the Board of Supervisors of the resolutions reported by the Swamp Land Committee authorizing the sale by the county of such Swamp Lands, was it your understanding and that of the rest of the Board of Supervisors so far as you know that said acts of Congress and of the Legislature of Illinois conveyed said Swamp Lands to the County without imposing the obligation as a condition of such grant to drain said Swamp Lands -

Ans.

We had knowledge of the act of the Legislature and we thought that we were acting legally, or we never should have done it, in bringing that land into the market. My opinion was that they were not bound to drain, and it was the opinion of the others so far as I know -

Wm. Hoskins

State of Illinois

Bureau County 3^{SS}:

I, Stephen G. Paddock, Clerk of the County Court in and for said County and state do hereby certify that the said witness Wm. Hoskins prior to the taking of the foregoing deposition, and on the said 16 day of August A.D. 1860, was by me duly sworn, to testify the truth in relation to the matter in controversy in the suit mentioned in the caption to these depositions, and in the inclosed notice so far as he might be interrogated in relation thereto; and the said deposition was, on the 16 day

of August A.D. 1860, at Princeton in said County and state, taken and reduced to writing and signed and sworn to by said witness in my presence.

L. S.

Given under my hand and the seal of said Court this 16 day of August A.D. 1860.
Stephen G. Paddock, Clerk.

Deposition of F. W. Winship —

The said F. W. Winship being first duly sworn doth depose and say in answer to the several interrogatories, as follows, viz:

Int. 1. What is your name, age, occupation and place of residence?

Ans. My name is Franklin W. Winship, age 36 years, occupation Surveyor, residence Princeton.

Int. 2. State whether you are acquainted with the character and value of the unoccupied lands and especially those called Swamp Lands within the County of Bureau, State of Illinois, and if you say you are; state fully how you have become so acquainted, and your opportunities of observing said lands.—

Ans. I am acquainted with the location and

quality of the Lands known as the Swamp Lands from my knowledge derived in passing over them in surveying, as my occupation for several years has been that of a surveyor, I have opportunities to see them.

Qnt. 3. How long have you resided in said County and how long have you acted as Surveyor -

Ans. I have resided here 25 years the 16th day of June 1860. I have practised surveying for 12 years.

Qnt. 4. What in your opinion would be the average value per acre of the lands called Swamp Lands sold by the said County at the sales in September and November 1856, supposing the same were thoroughly and properly drained, on a sale the terms of which were $\frac{1}{3}$ down + the balance in 5 years with interest -

Ans. I think the lands if well drained would average in value from ten to fifteen dollars an acre on those terms - supposing the land drained at the time of the purchase.

Qnt. 5. How much would you consider the same lands to have been worth in 1856 in their then condition upon a sale by the County conditioned that the County should properly drain the same so far as the proceeds of said sale

would enable them to do.

Ans.

I would not for my own purchase have given to exceed from 50 cents to a dollar and a half an acre for any of them.

Int. 6.

State your reasons for not being willing to give more than that for the said lands.

Ans.

The main body of the lands I consider as poor quality and lying in large bodies would require a great deal of money to drain them, the probability would that the proceeds of the sales would not be sufficient to so for drain them as to increase their value to more than stated above.

Cross.

Int. 1.

If it was the condition of the sale of those swamp lands that the purchasers themselves were to drain the lands if they were drained at all, would such lands in your opinion be worth more or less than if it was the condition of such sale that the county was to drain said lands -

Ans.

They would be worth less,

Int. 2.

Would not such difference in the value of said lands be greater than the actual cost of draining. -

Ans.

It would not in my opinion.

Int. 3.

Objected to
By Deft.

Could not the County at a less expense per acre, and with more facility drain the whole of these Swamp Lands than individual purchasers could drain lands they might each so purchase

Ans.

I presume it could.

Int. 4.

Do you know whether or not said Swamp Lands sold for more or less than in your opinion was their actual value in September and November 1856, provided that it was a condition of such sale that the County was released from all obligation to drain such lands, if so state which.

Ans.

I think they sold for more, that is many of them I could not say as to all of them.

Int. 5.

State how this is in regard to the lands sold to the complainant Kelsey if you know -

Ans.

I do not know, not knowing the numbers of his lands.

Int. 6.

Are you acquainted with a number or all of the purchasers of Swamp lands at the sales of September and November 1856.

Ans.

I am acquainted with a number of them.

Int. 7.

Of such purchasers as you are acquainted

7
Objcted to
by Dgt.
with, do you know what is their general reputation
in Bureau County as to whether or not they are
well acquainted with the quality generally of
lands in said county, and as to whether or not they
would be good judges of the value of said lands; if
so state what that reputation is.

Ans.
I am acquainted with a number of the
purchasers, I think from their knowledge of the
country they would be good judges of the prices and
quality of the lands in Bureau County. The repu-
tation of those men is good in that respect.

Int. 8.
Since your examination last evening
have you made an examination of the Records
of the Swamp land sales and have you ascertained
the description of the lands purchased by the
Complainant Kelsey and the prices that he bid
for the same.

Ans. I have.

Int. 9.
Are you acquainted with the quality of
those lands and with their value in 1856 at the time
of such sales. -

Ans. I am acquainted with the quality of the lands.
I have an opinion as to their value.

Int. 10.
In your opinion what was the average value per
acre of the lands purchased by the Complainant Kelsey

at the Swamp Land sales in September and November 1856 provided that it was a condition of such sales that the County was released from all obligation to drain said lands. -

Ans. I should think one dollar and a half an acre would be a fair average price per acre, $\frac{1}{8}$ down, balance in five years. -

Int. 11. Have you from the record of the sales of said Swamp Lands made a computation of the average price per acre bid by the Complainant for the lands purchased by him at said Swamp Land sales, if so state what that average price is. -

Ans. I have; the average price is three dollars and thirty-two cents per acre. -

Int. 12. At the time of said Swamp Land sales do you know what was the reputation of the Complainant generally in Bureau County as a judge of the quality and value of the lands of said County and especially of the Swamp Lands of said County, and if you do know state what that reputation was.

Ans. I do know it, it was that he was generally considered a good judge of lands, being a large land owner, buying and selling lands to a large extent, and that his ability to judge the Swamp Lands was good.

Int. 13.

Judging from that reputation of the Complainant at that time, would it be your opinion that at a public sale of lands in said County, he would be likely to bid for such lands more than double what their value then was, if the terms of such sale were understood by him. —

Ans.

No, I don't think he would.

Int. 14.

In your answer to the 5th Interrogatory of the direct Examination you state that you would not have been willing to give more than from 50 cents to one dollar and a half per acre, the condition of the purchase being that the County should properly drain the same so far as the proceeds would enable them to do, is that your opinion of what such lands were then actually worth sold upon such terms; if not what is your opinion of such value. —

Ans.

That is my opinion of the value of those lands sold upon those terms. —

Direct resumed —

Int. 7.

Did or did not you aid the said Kelsey in the selection of his lands, and in your opinion were or were not the lands purchased by him select lands better than the average of the lands sold.

Ans.

I think I did survey some of lands to obtain the numbers before the Swamp Land sale for

the Complainant and those lands so selected were above the average quality of the swamp lands. I could not state whether all the lands selected were purchased, some of them were.

Int. Cross Interrogatories resumed.
At what time was this survey made-

Ans. I have ascertained since answering interrogatory 7 that it was made in November 1856, after the first sale and before the second -
F. W. Winship

State of Illinois
Bureau County 3^d: I, Stephen G. Paddock, Clerk of the County Court in and for said County and state do hereby Certify that the said witness F. W. Winship, prior to the taking of the foregoing deposition, and on the said 17 day of August A.D. 1860, was by me duly sworn, to testify the truth in relation to the matter in controversy in the suit mentioned in the Caption to these depositions, and in the inclosed notice so far as he might be interrogated in relation thereto; and the said deposition was, on the 17 day of August A.D. 1860, at Princeton in said County and state, taken and reduced to writing and signed and sworn to by said witness in my presence.

D. S.
Clerk

Given under my hand and the seal of said Court this 17 day of August A.D. 1860.
Stephen G. Paddock, Clerk.

Deposition of E. H. Mitchell.

The said E. H. Mitchell being first by me duly sworn, doth depose and say in answer to the several interrogatories as follows, viz:

Int. 1. What is your name, age, occupation and place of residence.

Ans. Samuel H. Mitchell, aged 31 years, occupation farmer, residence Tiskilwa. -

Int. 2. Are you acquainted with Complainant Kelsey, if so how long have you known him, where and in what way. -

Ans. I am acquainted with him, I have known him 9 or 10 years in Bureau Co., first as a lawyer and then as banker -

Int. 3. If you ever had any conversation with said Kelsey concerning the intention of the County of Bureau or the authorities thereof at the time of the Swamp Land sale in September 1856 to drain the Swamp Lands for the benefit of purchasers or concerning the said Kelsey's notice and understanding of such intention you will please give as nearly and accurately as you can the substance of the language of said Kelsey to you upon that subject and the time and place of said conversation and any circumstances which may have fixed the same upon your memory. -

Ans.

I am unable to fix the date, I had a conversation with Mr. Kelsey in his Banking Office in Princeton I think early in the Spring the year Mr. Kelsey was nominated for Supervisor of Princeton Township. The fact that L. D. Whiting of Indiantown Township was nominated the same season as I think for Supervisor of Indiantown Township and from the fact of Mr. Whiting's intimacy with Mr. Kelsey as reported in our Township, that being urged as an objection to the election of Whiting in our Township owing to Mr. Kelsey's connection with the Swamp land matters I at that time desiring the election of L. D. Whiting from Indiantown Township enquired of Mr. Kelsey his expectation as to the intent of the authorities of the County to drain the Swamp lands. I have had a great deal of conversation with parties in Indiantown Township on either side of the Swamp Land question and Kelsey's expectation of the intentions of the County authorities. I understood Mr. Kelsey to say that he did not expect the County to drain those lands as part of the Contract made with the County in the purchase of those lands but did think it would be to the interest of the County and nothing more than right that they should expend 25 or 50,000 dollars to drain those lands. The intimacy spoken of above between Whiting and Kelsey affecting the election of L. D. Whiting in Indiantown Township caused me to make these enquiries of Mr. Kelsey. The above is the substance of the Conversation. —

Cross.

Int. 1.

Was this conversation which you have related as being had with Kelsey the Complainant before or after the time of holding the Township Meetings in Bureau County in the Spring of 1857; if before state how long before, as nearly as you can recollect, and whether any one else beside yourself and Complainant was present at that conversation and if so who they were and also state where said conversation was held. -

Ans.

I say now as in the first, I cannot give dates, I think it was after the nomination of candidates and before election, this conversation was in Mr Kelsey's office in the back part of the office, in the room back of the bank, Mr. Kelsey and I being there attending to our business, no one else being present. -

Int. 2

Was the object of your having that conversation with the Complainant to satisfy yourself that you could support Mr. Whiting as a candidate for Supervisor from the Town of Indian town in the election about to be held in the spring of 1857, and did what passed in that conversation between you and the Complainant induce you to support Mr. Whiting for such office; or did you have other objects in holding such conversation and if so what were they. -

Ans.

Our own private business took us into the

room, the enquiries I made about the Swamp land matter was with the view of being able to deny in Andiantown Township that Mr. Kelsey himself or Mr. Whiting expected the County to drain the Swamp Lands. I had no other object in view in making such enquiries. Upon the strength of the statements there made and what I heard elsewhere, I did support Mr. Whiting at that election -

Qnt. 3. Is your recollection distinct as to the place where said Conversation was held.

Ans. I think it was as I stated I would not be positive - -

Qnt. 4. Is there greater probability of your being mistaken in your statement of the place where said Conversation was held than the other statements you have made respecting such conversation - -

Ans. There is. -

Qnt. 5. Why is it that there is a greater probability of your being mistaken as to the place where said conversation was held than of the other statements you have made. Have you no distinct recollection of where the place was. -

Ans. As I said before I think I was in the office on business, that it was ⁱⁿ the office I am

9.

satisfied, the particular part of the office I was not nor can I now be particular in pointing out I am satisfied the conversation took place in the office -

Int. 6.

Are you as well satisfied that said conversation was held in some part of the banking office of Kelsey, Waller & Co. in Princeton as you are in regard to the other statements which you have made concerning said conversation. -

Ans.

I am not, my recollection is, it was in the office, I am sure I had this conversation with Mr. Kelsey. I could not be positive where it took place, but am convinced it was in the office, I have had a great deal of conversation on this subject with others than said Kelsey, it is barely possible that I have confounded the statements of some others with those made by Mr. Kelsey. I am satisfied I received this impression from Mr. Kelsey as I went immediately home and reported the statements I had received from him to contradict what had been said against Mr. Whiting and thereby tried to insure Mr. Whiting's election. -

Int. 7.

Did you at the time you have named after the nomination of candidates for Supervisors and before the time of their election at the town meetings held in the Spring of 1857 or within a month prior to such election have any other

Conversation with Complainant upon the subject named besides the conversation already mentioned and within that time did you ^{have} any such conversation with the Complainant in the town of Indian town or were you at the residence of the Complainant within that time, if so state. -

Ans.

I cannot tell anything about the dates when I saw the Complainant in Diskilwa or at his house, these circumstances did occur but I do not know that I had any conversation with him at either of these times on this subject. I might have had. I do not know whether I was at Kelsey's house or whether I saw him at Diskilwa within a month previous to the election. -

Int. 8.

How many times were you ever at Mr. Kelsey's house if at all, with whom if with any one and when. -

Ans.

I was there one time, with my wife, I cannot state when. -

Int. 9.

State the time somewhere near when. -

Ans.

I think it was about the spring of 1857, but am not certain. I was never there any other time. I was there with my wife to dinner, I went with my wife from Converse's store down there in company with Mr. Kelsey the Complainant.

Int. 10.

Are you ^{as} positive that the conversation you have related as had with the Complainant occurred a short time previous to the regular township meetings in the County of Bureau for the year 1857, as you are in regard to the statements you have made as to the substance of such conversation.

Ans.

I am not. -
Saml. H. Mitchell. -

State of Illinois,
Bureau County 3^{SS.} I, Stephen G. Paddock, Clerk
of the County Court, in and for said County and
State, do hereby certify that the said witness S.
H. Mitchell prior to the taking of the foregoing
deposition, and on the said 17 day of August
A.D. 1860, was by me duly sworn, to testify the truth
in relation to the matter in controversy in the suit
mentioned in the Caption to these depositions, and
in the inclosed notice so far as he might be inter-
rogated in relation thereto; and the said depo-
sition was, on the 17th day of August A.D. 1860, at
Princeton in said County and State, taken and
reduced to writing and signed and sworn
to by said witness in my presence.

Given under my hand and the
seal of said Court this 17 day of August
A.D. 1860.



Stephen G. Paddock, Clerk.

Deposition of Samuel E. Morris.

The said Saml. E. Morris being first duly sworn doth depose and say in answer to the several interrogatories as follows, to wit:

Int. 1. What is your name, age, occupation and place of residence.

Ans. My name is S. E. Morris, age 48 years, residence Town of Aristo, occupation farmer -

Int. 2. Are you acquainted with the Complainant Charles L. Rodsey, if so how long have you known him, and where have you known him and what was the nature of your acquaintance if any -

Ans. I am acquainted with him, have known him some ten or dozen years, in Bureau County. I first knew him as our anti-slavery man, next as a lawyer, next as an operator in tax-titles & fourth as a banker, that is as far as I care about going. -

Int. 3. Were you a member of the Board of Supervisors of Bureau Co. during the spring, summer and fall of the year 1856.

Ans. I was. -

Int. 4.

Are you acquainted with the business transacted by the said Board during that period.

Ans.

I believe I was as a general thing. -

Int. 5.

Were you present at the sale of the County's Swamp Land in September 1856.

Ans.

I was not.

Int. 6.

Objected to
by
Plaintiff

Are you acquainted with the reputation and general report among business men in said County of Bureau from May or June 1856, until September 15 of the same year. the time when said sale took place touching the conditions of such Swamp Land sale with regard to the claim of the purchasers for the drainage of said lands by the County for their benefit; if so you will please state what was such reputation and report among that class of persons on that point at that time -

Ans.

I do know so far as I know anything I think I know that. As far as I ever had any communication with any one I understood that there was but one opinion upon that subject and that was that the County was released from all obligations to drain the lands.

Int. 7.

If you or anyone in your presence ever

Objected to
by Pltffs

had any conversation or conversations with said Complainant Kelsey wherein he spoke of his knowledge at the time of such sales of their terms and conditions as to drainage of the lands by the County, please state fully and substantially the language of said Kelsey in such conversation or conversations and the time and place of such conversations respectively -.

Ans.

I have had conversations with Mr. Kelsey the times I could not designate nor the place. In all the conversations I ever had with Mr. Kelsey in relation to Swamp Lands after the question was agitated on the Board of Supervisors for the year 1856 & 57 I never heard according to my present recollection Mr. Kelsey say anything that conveyed the most distant impression to my mind that he expected the County to drain the lands or to be liable in anyway to drain them but on the contrary my present impressions are that he understood the matter as I did that the lands were to be sold on the terms that the County was to be released by the purchases from all obligations to drain the lands, with one exception that in the winter of 1857 some time during the month of January as I think, in the City of Springfield, in this State, Kelsey stated to me that he thought the County had ought to do something about draining those lands. I replied to him that I presumed the County would do what was to her advantage in that respect. He asked me what I would do about it, my

reply was that I would favor an appropriation by the Board of Supervisors from the proceeds of that fund. Something was said about the amount. I think that my answer to that was that I would give 15 or 20,000 dollars provided that the purchasers would give satisfactory assurance that they were going to apply labor or funds to an equal or greater amount. The substance was that the purchasers should give assurance of a system of drainage before the county should give the amount. But I wish to state more particularly that it was after Kelsey had commenced writing as I understood the matter the bill that was finally passed in relation to the Swamp Lands of Bureau County passed in February 1857 I think.

Int. S.

If you know of any facts aside from the admissions or conversations of Kelsey which show or tend to show a knowledge on the part of said Kelsey at the time of said sale, to wit: Sept. 15, 1856; that the county authorities intended to make the same free from any obligation to drain the lands for the benefit of purchasers, state such facts as fully and completely as if thereto specially interrogated.

Ans.

I don't know that I do know of any facts entirely disconnected from his admissions directly or from his acts except as related to me by third parties or other parties than Kelsey. I know of his drawing the act that finally passed, I saw him writing it and read it at or near his

desk. I know further about it that previous to his writing the act that finally passed he wrote a different bill relating to Swamp Land matters of this county the substance of which bill according to my present recollection was simply to legalize the acts of the Board of Supervisors in relation to Swamp Lands - that upon my objection to the bill on account of its containing no definite provision of the State to release the county from drainage. I understood from him Kelsey that it did not need such provision definitely stated in the bill, because the fact of legalizing the acts of the Board of Supervisors covered that ground, that was the substance of the point he made in reply to my objections to his first bill.

Int. 9.

State what you may know if anything concerning the employment by the county of Bureau of said Complainant Kelsey as its agent to go to Springfield and attend the session of the Legislature in 1857; the parties making such agreement, if any was made; what said Kelsey was to do under the same, what he was to receive from said County and in general the nature and terms of such agreement, if any was made.

Ans.

I know that he claimed sometime during the time when we were together at Springfield and at another time after his return, to wit: at the time the Swamp Land Committee met, to whom as an agent I was called on to report, that

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he claimed that he was an agent of the County to procure the passage by the Legislature of an act in relation to Swamp Lands. And I understood that they recognized that claim, that is from what I saw done before the committee. The amount that he was to receive I think was conceded to be fifty dollars and his expenses. That I did on my own responsibility as agent of the County pay a part if not the whole of his expenses while at Springfield and his fare going and returning, I do not remember whether it was the whole or a part. And in my settlement with the Committee my present recollection is that they endorsed my acts. -

Int. 10.

State whether said Kelsey was consulted by the Swamp Land Committee of said Board of Supervisors or by any of the members thereof concerning the Swamp Land question, during the time ^{the} said Committee at the April session in 1856 had under consideration the said Swamp Land question, if so state what you may know on this subject, if anything -

Ans.

Officially I do not know of any consultation beyond that I can only give my impressions. I cannot state definitely in regard to my own consultations with Mr. Kelsey or in regard to others.

Objected to
by Pltffs

My impressions were that he favored the propositions afterward consummated and carried out by the Board

Int. 11.

Can you state positively whether or not Mr. Kelsey the Complainant was consulted by any of the members of said Committee during the time above referred to, if so state.

Ans.

I can only state what was told me by parties who said they had consulted Kelsey. -

Obj. to by
Pltff.

Int. 12.

Was said Kelsey in Princeton at that time, that is the time when the said Swamp Land Committee at the said April session of said Board were considering the Swamp Land question - -

Ans.

My present recollection is that he was in Princeton at the session at which this matter was first agitated in 1856. My recollection is based on this fact which comprises all I knew about his being present. Thomas Keope presented to my inspection a report that he said he had drawn up in relation to our Swamp Land matter and said that he had submitted that report to Mr. Kelsey, that Mr. Kelsey approved the report and that it was all right. I don't remember the words but that will express it. Whether this was at the first meeting at which the matter was agitated I cannot remember, but it was the first report according to my recollection, from the Committee of that year.

Objected
to by

Pltff.

Int. 13.

Look at the paper now shown you recorded in Book A. of the Records of said Board of Supervisors page 494 and say whether that is

the report shown you by said Hoopes.

Ans. That is ^{not} the one I have reference to, it was a prior report.

Int. 14. Do you know of the said Kelsey prior to this time taking any action in regard to the Swamp Lands of said County, by writing, speaking, or influencing said Board of Supervisors, or otherwise, if so state generally what such action was.

Objected to by R.H.H.

Ans. I do know that he advocated the policy of selling the lands as they were instead of contracting with the Minnebago Drainage Company. I understood from his public speeches in 1855, during the existence of the Board of 1855, that he advocated the policy of the County selling the land subject to the drainage, the parties purchasing to drain.

Int. 15. If you know of any matter not already stated by you which would be material and favorable to the defendants, state the same fully and completely as if there were specially interrogated.

Ans. This is a matter I have not thought of specially for a year, can't say that I am a judge of what would be a benefit or otherwise, I was mixed in this matter pretty extensively and there is nothing now in my mind that I think of importance that I could add.

Cross -

Int. 1.

State if you please in what capacity you acted in reference to the Swamp Lands in the County of Bureau in the several transactions to which you have referred in your direct examination. -

Ans.

First as a member of the Board of Supervisors of said County, second as a special agent to perform certain acts at Springfield. -

Int. 2.

When were you first elected as a member of the Board of Supervisors of Bureau County, and at or about what time did you first begin to act in that capacity. -

Ans.

I think in 1852, it might have been in 1853, I served my last term in 1857, and I think I acted five years in that capacity. I was last elected in 1856. The last term I served was 1856 & 7.

Int. 3.

Were you ever chosen by the Board of Supervisors as the Chairman of the Board, if yes when were you so chosen, when did you begin to act in that capacity and for how long a period of time did you so act. -

Ans.

I was chosen as Chairman of the Board of 1856 & 7 at the first session of the Board of that year and continued so to act during the existence of that Board, of the Board of that year.

Int. 4.

State if you please at what time you were appointed a special agent of the Board of Supervisors and from whom you received that appointment, and for how long a time you acted in that capacity -

Ans.

I was engaged by the Swamp Land Committee to perform certain specific acts at or near the close of a session held I think in the fore part of January 1857. -

Int. 5.

Who composed the Swamp Land Committee and from whom did they derive their authority to employ you in the capacity referred to. -

Ans.

Wm. Hoskins, Nathan Gray, Milroy McKee, Thomas Hope, B. C. Couch; my understanding at the time according to my present recollection is that the Board of Supervisors passed an order authorizing them to act at their discretion in guarding the County's interests in regard to the Swamp Lands and I think they made an appropriation from the Swamp Land fund to meet contingent expenses in carrying out that object. -

Int. 6.

What were the certain specific acts which you were engaged by the Swamp Land Committee to perform referred to in your answer to the 4th cross interrogatory

Ans.

I understood my instructions from the

Committee to be, First - To present a record, or cause it to be done, of the acts of that Board relating to the Swamp Land matters of this County to the inspection of Abraham Lincoln of Springfield with a view of obtaining his legal advice and opinion as to the legality of the acts of the Board in relation to that subject, especially in reference to the release of the County from drainage - I want to state further, that if in his opinion the acts of the Board from any cause did not secure or accomplish that object, I was, if he advised, to take such steps as I could to procure a special act of the Legislature then in session, as would accomplish that object and fully legalize all our acts if they were not legal and further if I deemed it advisable to procure him to draw a bill for that purpose -

Int. 7.

Was this appointment made before or after the sale of the Swamp Lands to the Complainant in this suit? -

Ans.

This arrangement was made in January 1857. If I understand aright the sale of the lands was in September and November 1856.

Int. 8.

Objected to by
Defendant.

Did the Supervisors during the time you were a member of the Board enter into any negotiations with a company or individuals with a view to obtain the drainage of the Swamp Lands of Bureau County, if yea, state with whom those negotiations were

had and at what time. -

Ans. During the Board of 1855-56 there was some attempt at negociation in the latter part of the term of that Board with the Winnebago Swamp Drainage Company - -

Int. 9. State if you please what action was taken
Objected to by the Board of Supervisors in reference to those
Dept. negociations

Ans. I think a committee was appointed by the Board of 1855 to confer with that Company -

Int. 10. State if you please of whom that Committee
Objected to by Consisted -
Dept.

Ans. It is impossible for me to name them all, I will name some that I think were members of that committee, Eben Boyden, Moses Stevens, James Cain, Terwilligar, McKinstry this is so far as I recollect - my recollection is not definite. -

Int. 11. Look at the Book now shown to you and state
Objected to by whether the same is a record of the proceedings of the
Dept. - Board of Supervisors of Bureau County - -

Ans I don't know anything positive about it, I suppose it to be and believe it to be - -

Int. 12. Look at the paper now shown to you and

Objected to by marked "B" and state whether or not it is the
Deft. - report of the Committee referred to in ^{your} answer to the
9th Cross interrogatory -

Ans. - I think it is -

Int. 12. Adjourned to Wednesday August
22^d at 8 o'clock A.M..

Wednesday Aug. 22, 1860.
Cross Examination of B. E. Morris resumed

Int. 13. Look at the number of the Bureau County
Democrat dated April 23, 1857 which is ^{now} shown, you
and state whether or not the article therein contained
speaking of the act of the Complainant Kelsey at
Springfield at or about the time of the passage of the
act legalizing the sale of the swamp lands and to
release the county from drainage and which article
has your name appended to it, was written by you.

Ans. It was.

Int. 14. Is the statement therein contained that "Mr.
" Kelsey made his appearance in Springfield two
" days after I arrived there, claiming to be an agent
" of the County of equal authority with myself and was
" actively and energetically opposed to having an act
" introduced releasing the county from drainage"
the truth as you then believed and as you
now believe - -

Ans.

I should modify that statement as follows, he was there about two days, he arrived there about two days after I did, he soon after the arrival wrote an act to simply legalize the acts of the Board containing no provision in regard to releasing the County from drainage. He insisted on introducing that bill for an act. I opposed the introduction of such a bill on the ground I believed the important question was to get an act to release the County from drainage. He contended against the introduction of any such provision in the bill all the time until I informed him in the presence of our Representative Mr. George Radcliffe that if he insisted in his opposition to that provision I should return to Bureau County, call a session of the Board of Supervisors and submit a proposition to recede from the sale and throw the whole thing up, after which he wrote the bill as it finally passed. -

Int. 15.

Was the Complainant Kelsey informed by Mr. Lincoln that the effect of the act to legalize the sale (as desired by Mr. Kelsey) would be to tie the County's hands and leave it at the mercy of the purchasers or of a third party to compel the County to expend the proceeds of the lands in drainage and did the Complainant Kelsey after such information still oppose the provision for releasing the County from drainage and intimate that he knew what the County wanted better than you did, and did you in substance state that such were the facts in your said

article published in the Bureau County Democrat; if so state whether the same is true or not.

Ans.

In The conversation referred to on that enquiry Mr. Lincoln did convey the idea, as I understood it, to Mr. Kelsey and to me that Mr. Kelsey's first bill might have the effect as set forth in my communication. It is true that I understood Mr. Kelsey to intimate that he knew us well and better than I what the County wanted; on the same day after that he commenced drawing the bill that finally passed which bill in its general features was in accordance with the recommendations of Mr. Lincoln, it was not dictated by Mr. Lincoln, but he told me, after Kelsey had written it that it was about what we wanted. From Mr. Lincoln's we went to the State House and it was there that I had the discussion in the presence of Radcliffe with him in which he was still opposed to the introduction of the provision, to release the County from drainage, into his bill. The next interview I had with him that same day he informed me he should recede from his opposition and did. -

Sub. 16.

Do you know whether or not after the said conversation between the Complainant, Mr. Lincoln and yourself Kelsey endeavored to procure Mr. Radcliffe the Representative from Bureau County to introduce to the House the bill first drawn by Mr. Kelsey which contained no provision for the release of the County from drainage and whether or not Mr.

Radcliffe refused to introduce said bill, if so state, .

Ans.

From what Mr. Kelsey had said to me previous to the interview with Mr. Lincoln and from his acts afterwards, I inferred that it was his intention to have Mr. Radcliffe introduce the first bill, whether he submitted the proposition to Mr. Radcliffe definitely, in my presence I do not now recollect. I don't recollect whether Mr. Radcliffe stated in distinct terms that he did refuse, but I inferred that he had - should refuse if applied to -

Int. 17.

In your said article published in the Bureau County Democrat did you make the statement that "on leaving Mr. Lincoln's office he (Mr. Kelsey) proceeded to the State House with the avowed intention of introducing his bill simply to legalize the acts of the Board of Supervisors and the matter was discussed in the presence of our Representative who I have every reason to believe declined introducing Mr. Kelsey's bill" and is said statement true as you then recollected the facts. -

Ans.

As I then understood the facts and as I now recollect them, it was true. -

Int. 18

Was it before or after the said interview with Mr. Radcliffe the Representative from Bureau County, that Kelsey the Complainant

wrote the bill which passed the Legislature and became an act. -

Ans. It was after -

Int. 19.

Do you remember whether or not the last named bill written by Mr. Kelsey the Complainant contained a provision giving power to the Board of Supervisors of Bureau County to dispose of the funds arising from the sale of Swamp Lands for any use or purpose or to any person they saw fit or any provision in substance like that, if so state what the fact was concerning the same and also what was your understanding at that time of what the Complainant's intention was in introducing said provision if from what passed at the time you had any understanding about it.

Ans.

The bill contained a provision the effect of which in my opinion would amount to enabling the Board to dispose of the proceeds. I don't remember that I heard Mr. Kelsey announce what his intention was I don't think he did, I inferred that he intended to get an appropriation by the Board from some other conversation that we had. -

Int. 20.

Look at the article now shown to you published in the Princeton Post, in its issue of June 4, 1857 and to which article your name

is appended and state whether or not the same was written by you. -

Ans It was. -

Int. 21.

Did you in said article make the following statement "the facts of the case were that Mr. Kelley appeared in Springfield laboring for the introduction of an act to legalize the sale of the Swamp Lands and was strongly and actively opposed to the introduction of a provision to release the county from drainage and only submitted as I then thought and as I now think when he could not very well help himself" if so, is said statement true. -

Ans.

It is substantially true, still there might be an inference drawn from that language beyond what I intended convey. I made that statement. That in this there was no force used in the matter, my opinion was that he did not care to take the responsibility of defeating the provision to release the county from drainage. -

Int. 22.

Did he say at that time that he did not care to take the responsibility of defeating the provision releasing the county from drainage and to whom was he responsible for such action of his. -

Ans.

I dont know that he said any such thing. As a citizen of the county he was re-

sponsible to the People of the County, as an agent of the Board of Supervisors or of the Swamp Land Committee he would be responsible to them I suppose --

Int. 23.

Did he did not at that time claim that the instructions given to him by the Swamp Land Committee of the Board of Supervisors were to assist in procuring the passage of an act to legalize the sale of the Swamp Lands and that he had no instructions to procure the passage of an act releasing the County from the drainage of such lands, if not what did he claim in those respects if anything -

Ans.

His objections to the provision to release the County from draining I understood him were based entirely upon the ground that it was unnecessary, that the act legalizing the acts of the Board covered the ground at the very last interview previous to his writing the second bill - I think he in part abandoned that ground and placed it on the basis that he had not received any instructions further than to legalize the sale or to legalize the acts of the Board. -

Int. 24.

From what was it that you got the opinion that he did not care to take the responsibility of defeating the provision of releasing the County from drainage, if it is the truth as you have stated that while at Springfield the Complainant was

strongly and actively opposed to the introduction of a provision to release the County from drainage and only submitted when he could not very well help himself, that he claimed he had no instructions to procure the introduction of such a provision; that while doing so he intimated to you that he knew better what the County wanted than you did, and that he never told you or intimated to you that he had any objection to taking such responsibility.

Ans.

First from the fact of the lands having been sold under the agreement as I understood it and as I supposed he understood it, he did not care to do anything to defeat the consummation of that agreement, or rather that he would not like to be directly responsible

Int. 25.

Judging from the Complainant's acts at Springfield had you any reason to suppose that the understanding which he had as to the agreement under which the lands were sold was the same as the understanding you had of it, if so what is that reason and did not said acts of the Complainant show to you that he did care and desired to defeat the introduction of the provision releasing the County from drainage so far as his acts could show that, if not what more could he have done in your opinion to convince you that he did desire to defeat such provision.

Ans.

I do not recollect of his ever disputing that the terms of sale released the County from drainage while at Springfield. The fact of his introducing a bill simply to legalize the sale created a suspicion upon my mind that he intended to defeat the important item of the agreement to wit. in relation to releasing the County from the obligation to drain the lands by an indirection.

The conversation occurred between me and Mr. Kelsey at or about the time he was drawing the bill that was finally passed, in regard to an appropriation for the drainage or improvement of those lands by the County.

Int. 26.

Do you call the acts of the Complainant which you have stated were done while at Springfield an indirect effort on his part to defeat the passage of the provision of the act releasing the County from drainage and if so how do you reconcile it with your statement that the Complainant while at Springfield was strongly and actively opposed to the introduction of a provision to release the County from drainage and only submitted when he could not very well help himself?

Ans.

I understood his position until the last interview I had with him previous to his writing the bill that became a law, that it accomplished all I desired, that his first bill accomplished all ^{that} I desired in regard to draining the lands and he agreed everywhere I heard him talk

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about it against the introduction of a provision to release the county from drainage, that is why I say he was actively opposed. -

Int. 27.

In your answer to the 25th cross Interrogatory why do you evade a direct reply to the first portion of said interrogatory which is "Judging from the Complainant's acts at Springfield had you any reason to suppose that the understanding which he had as to the agreement under which the lands were sold was the same as the understanding you had of it, - if so what is that reason" and to which your answer is this. "I do not recollect of his ever disputing that the terms of sale released the county from drainage while at Springfield"

Ans.

I am not conscious of evading the question; my reason for supposing that his understanding of the terms of the sale was like mine, was, one thing, I understood him that his first bill would accomplish all that I wanted in release from drainage, that was the principal reason, so far as anything occurred at Springfield between Helsey and me, as I now recollect.

Int. 28.

In the consultation the Complainant and yourself had with Mr. Lincoln at Springfield did Mr. Lincoln give his opinion as to what would be the effect of introducing into the bill you were endeavoring to get passed a provision releasing

the County from drainage or a provision repealing all acts of the Legislature of Illinois providing for the drainage of said Swamp Lands whether or not the same would release the County from the obligation to drain, if so state what that opinion was. -

Ans.

In the first place I don't understand that there was any consultation properly speaking between Mr. Lincoln, Mr. Kelsey and myself, there was an interview, but I don't think it would be correct to call it a consultation. I understood Mr. Lincoln during the conversation to state unequivocally that we did need an act or a provision releasing us directly from obligation to drain the lands. I don't recollect whether he said anything or not at that interview while Mr. Kelsey was present in regard to a general act but I do remember that previous to that interview he informed me that he should draw two bills one of a private, the other of a general character, both aiming at the same thing, so far as a general bill would conform to our special wants. I understand that at some time after examining the papers he did state to me that it was his opinion that we would be safe if released by act of the Legislature, I think this opinion was given in the presence of Mr. Kelsey but I would not be positive about it.

Int. 29.

In either of the interviews you had with Mr. Lincoln did he give you his opinion as to whether or not the passage of an act by the Legislature releasing the County from drainage would operate as a release of the obligation to drain as to all parties concerned or only as to the purchasers at the sale of said swamp lands, and if he gave his opinion upon said questions or either of them what was it?

Ans.

I can only give my understanding of it that was that he thought the purchasers were by the terms of the sale excluded without any act, that a third party might come in and enforce the law unless there was an act passed releasing the County, that the passage of such an act would prevent them from coming in for drainage. I understood him to say that he had consulted with Judge Logan on the point and that Judge Logan's opinion was the same as his. Not being familiar with law I might have misapprehended the point, but that is the way I understood it then and understand it now.

Int. 30

Do you think you could have misapprehended the opinions of Lincoln and Judge Logan so far as to recollect them as you have just stated, if the fact is that the opinions given to you at that time were that no act of the Legislature releasing the County from the obligation to drain could be passed which would

affect that object so far as regards the rights of parties interested, in having said lands drained not being purchases at said Swamp Land sales that the obligation to drain existed between the general government and the county as the recipient of the funds arising from said sales and that no legislation by the State of Illinois could discharge the county from such obligation which as trustees of said funds they were bound to apply to the drainage of said lands so far as the same might be necessary to accomplish that object.

Ans.

I never consulted Judge Logan, If I understand anything at all, Mr. Lincoln never intimated anything that would be implied by the question, but I always understood from him that if released by act of legislature we would be safe according to the intention and terms of sale. If I recollect aright Mr. Kelsey combated those opinions upon a law point that was discussed then relating to that subject?

Int. 31.

Can you state at or about what time it was when the report of the Committee was made to the Board of Supervisors on the subject of the Swamp Lands upon which the Supervisors acted and ordered a sale of those lands; if yes, state at what time and were you present at the meeting of the Board of Supervisors at which that report was made.

Ans.

I Cant state the time, but presume I was present, I have an impression that the report was presented in the early part of the year 1856; whether it was acted on then or not, I cant remember. I presume I was present at its adoption.

Int. 32.

Did you at that meeting vote in favor of the action of the Board which was had in accordance with the recommendation of that Committee.

Ans.

I dont recollect whether I did or not, acting as Chairman of the Board sometimes I did not vote at all on a question, I presume I voted for it if I was called on to vote at all.

Int. 23.

As you mean to be understood by your answer to the last interrogatory that at the time you were in favor of, and approved the action of the Board of Supervisors which was founded upon the report of that Committee.

Ans.

I was, the report relating to the sale, fixing the terms &c. if that is the report that is meant.

Int. 34.

Had you previous to that action of the Board read or heard read the Act of Congress giving to the State of Illinois with other states the swamp lands. -

Ans.

I suppose I had read and heard read

those acts, I don't know how many there are --

Int. 35.

Did you prior to the meeting of the Board of Supervisors at which they had the action referred to, read or hear read the Act of Congress entitled "An Act to enable the State of Arkansas and other States to reclaim the Swamp Lands within their limits" Approved September 28, 1850.

Ans.

I think I did.

Int. 36.

Was that Act of Congress at that meeting or at any previous meeting before the Board of Supervisors and referred to or read by or to them; if yea, in what form of publication was it when so before them.

Ans.

I am quite confident the Act was read before the Board of 1853, the form of the Act I do not remember.

Int. 37.

State if you please by whom that Act was presented to the Board or read ^{and} in whose possession you last saw it.

Ans.

I would not be positive, my impression is that it was read by two or three different persons. Stevens the Chairman of the Board of 1855 read it, I think, and I think Milton T. Peters

read it and I don't know but others read it, there was discussion, outside parties came in and the matter was discussed in an informal way. I don't remember in whose hands I saw the copy of the Act last.

Int. 38.

Are you not confounding the Act of the Legislature with the Act of Congress, and was it not the Act of the Legislature granting the Swamp Lands to the several Counties of the State which was before the Board of Supervisors and read as you have stated.

Ans.

It is possible that I may be mistaken in regard to the time the Act was read, I recollect there was some difficulty about finding the Act of Congress.

Int. 39.

Objected to
by Defk.

At the time when the action of the Board was had in reference to the sale of the Swamp Lands referred to by you, in your answers to the preceding interrogatories, were you aware of the fact that negotiations had been had with the Winnebago Swamp Drainage Company for the drainage of those same lands and that upon the recommendation of the Swamp Land Committee of the Board of Supervisors as a part of their report to that Board. The Board of Supervisors had resolved to sell all the Swamp Lands in Bureau County at the rate of one shilling per acre to the Winnebago

Swamp Drainage Company upon the Condition that they should drain those Swamp Lands.

Ans.

I was aware that there had been some attempt at negotiation between the Board of Supervisors of 1855 and that Company, I am not aware that the Board passed an order that they would dispose of the lands at twelve and a half cents an acre, still from the adoption of the report of the committee I judged that a majority of the Board were prepared to do so. I don't know that the report was adopted but it was received with favor by a majority of that Board. I am prepared to say now that the report was not adopted -

Int. 40.

Did you not know at the time referred to in the last interrogatory to wit: prior to the action of the Board of Supervisors ordering the sale of the Swamp Lands that on the coming in of the report of the Swamp Land Committee of the Board of Supervisors, Mr. Eben Boyden a member of the Board and Chairman of that Committee at the September session of the Board 1855 offered a preamble and resolution reciting in effect that whereas the Legislature of Illinois at its then last session had chartered a company for the purpose of draining the Swamp Lands lying in the Counties of Henry, Whiteside, Lee and Bureau commonly called the Winnebago Swamp Lands. Authorizing the transfer of

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the said Lands to said Company for the purpose of being drained, that said Company had signified to the County of Bureau a desire to contract with them according to the provisions of said act to drain said lands and expressing their opinion that the interests of Bureau County would be promoted by the transfer of the Swamp Lands in said County to the said Company, and therefore Resolved by the Board of Supervisors of the County of Bureau that _____ be appointed as agents on the part of the County to confer with the Winnebago Swamp Drainage Company aforesaid upon the subject of the drainage of said lands lying upon Green River and its tributaries and belonging to Bureau County and that the said agents be, and they are hereby authorized and fully empowered to contract with said Company in accordance with the provisions of the said Act of the Legislature upon such terms as shall best secure the objects of said Act and the interests of Bureau County and they are hereby authorized to grant, bargain, sell and convey to said Company absolutely all of the said Swamp Lands belonging to the County of Bureau upon such terms as may be agreed upon between said agents and the Company aforesaid, and that the blank in said resolution was filled by inserting as the names of the said agents Moses Stevens, Eben Boyden and James Cain and that thereupon the preamble and resolution aforesaid was adopted by the

Board of Supervisors.

Ans.

I recollect of something of that kind being introduced and adopted, I would not be willing to say who introduced it or that the matter as there recited is precisely as introduced and adopted.

Int. 41.

Look at the proceedings of the Board of Supervisors now shown to you and the Record therein of the action had upon the subject referred to in the preceding interrogatory and state whether such action was had as is set forth in said interrogatory.

Ans.

It is my belief that it was. —

Int. 42.

Objected to
by Deft.

Did you know prior to the action of the Board of Supervisors, ordering a sale of the Swamp Lands, that the agents appointed for that purpose and referred to in interrogatory no. 40, had made a report to the Board of Supervisors wherein after reciting their appointment and stating fully the reasons which influenced them in the decision to which they came they added in view therefore of the whole matter as it presents itself to our minds and of the great outlay necessary to carry forward this work we have come to the conclusion unanimously that although it may be even better to give the whole of the lands to have them well drained, yet we would recommend a contract with the Winnebago

Swamp Draining Company to drain and reclaim these lands as set out in their proposition and in consideration thereof give the said lands to said Company by their paying to each County for its land the sum of twelve and a half cents per acre to be paid without interest when the draining shall have been done according to contract.

Ans. I could only say after looking at the Record that there was something of that kind presented, I think that was the recommendation of the Committee of Conference appointed in June or in the early part of 1855, and I knew of that recommendation by said Committee at that time.

Qnt. 43. State whether the action of the Board referred to in the fortieth interrogatory was taken upon and in consequence of the report and recommendation last referred to.

Objcted to by Deft.

Ans. I would not say that it was. I think the action had by the Board of 1855 had an influence in bringing the matter before the Board of 1856.

Qnt. 44. Do you know and if yes, state at what session of the Board of Supervisors the report which you term a report of the Committee of Conference was presented.

Ans. I think at the September Term of 1855.

Int. 45. State if you please at what session of the Board of Supervisors the preamble and Resolution referred to in the fortieth interrogatory were passed.

Ans. My impressions are it was at the September Term 1855, but would not state positively.

Int. 46. Will you please to examine the records of the Board of Supervisors now shown to you, and state whether said action was or was not had at the September Term 1855, if, after such inspection of the records you are able from your recollection to testify with greater certainty.

Ans. I feel quite positive that that was the time.

Int. 47. Were the persons whose names were inserted to fill the blanks in the Resolution of the Board of Supervisors and which is referred to in the fortieth interrogatory, the same persons who constituted the Committee of Conference and whose names are appended to the report of that Committee, to which reference has been had in the preceding interrogatories, or were they other and different persons.

Ans. They were the same so far as the first three names that were appointed to fill the blank

are concerned. I believe the Committee was enlarged and other names added - I don't remember - five or seven.

Int. 48.

Is it, or not a fact that the report of the Committee on Conference to which your attention has been called was made and accepted prior to the action of the Board in the adoption of the preamble and resolution referred to in the fortieth interrogatory.

Ans.

My impression is it was.

Int. 49.

Can you now state whether the preamble and resolution referred to in the 40th Interrogatory was based upon the report of the Committee of Conference before mentioned.

Ans.

I can only state my impressions in regard to that matter, at that time, that the action was induced by the outside pressure of the Company more than anything else.

Int. 50.

Look at the record of the proceedings of the Board of Supervisors now shown to you and if after such inspection you are enabled from your recollection to state definitely whether the report of the Committee of Conference to which your attention has been previously called during this examination was submitted to the Board of Supervisors by that Committee at the Septem

ber session of the Board 1853, prior to the action of the said Board in adopting the preamble and resolutions referred to in the 40th Interrogatory you will so state.

Ans. If the clerk put down the proceedings in the order that they occurred it would appear from this book marked records of Bureau County, that it was previous.

Int. 51. State whether the said report and the said resolution and preamble were presented and adopted on the same day.

Ans. I think they were, that is my belief.

Int. 52. Can you state, whether or not on the day on which the said report was presented and the said resolution was adopted, there was an adjournment of the Board of Supervisors had on that day between the time when the report was presented and the time when the Boyden preamble and resolution was adopted, if yea, state at or about what time such an adjournment took place and for what purpose.

Ans. I don't remember that there was any special adjournment, I think the Board by unanimous consent suspended their ordinary business for the purpose of hearing remarks that citizens desired to make, and that the

policy of the propositions that the Board seemed inclined to act on was discussed, I don't remember the time, nor I would not be positive as to the day, but I think it was the day that the preamble and resolutions was submitted by Boyden.

Int. 53.

Can you state, and if you can you will so state, how great or about how great an interval of time elapsed between the time of the action of the Board of Supervisors in accepting the report of the Committee of Conference and the time when Mr. Boyden presented to the Board his preamble and resolution and state further in what manner that interval of time was employed by the Board of Supervisors.

Ans.

I cannot state what time elapsed between the presentation of the two matters referred to, it might have been five minutes, it might have been six hours and it might have been longer, for I don't now remember when the report of the Committee was presented. I believe the Board acted on the report in the forenoon and upon the preamble and resolution in the afternoon.

Int. 54.

Were you present at a meeting of the Board of Supervisors after the passage of the Boyden resolution at which Mr. Keelsey was also present when the subject of disposing of

the swamp lands of this county was under discussion, and Mr. Kelsey made a proposal to the Board to purchase all of the said swamp lands belonging to Bureau County, if yea, state according to your best recollection at what time said meeting was held and the offer which Mr. Kelsey then made.

Ans.

My recollection of the matter is that Mr. Kelsey did make a proposition, I think at the September Term 1853, I do not know whether it was before or after the action was had upon Boyden's resolution. I have the impression that there was more than one proposition made by Mr. Kelsey. I think he offered a round sum for the lands and became obligated to drain them in the same manner that the Winnebago ^{Swamp} Draining Company proposed to do. I cannot be at all positive as to the amount.

It seems to me that it might have been fifty or 75,000 dollars, it might have been much less.

I think he also offered so much an acre and assume the responsibility of draining the same that the company proposed, and different propositions per acre, I have no recollection as to the amount.

Int. 55.

Do you not know that after the report of the Committee of Conference before alluded to in which they recommended the giving of all the Swamp Lands in Bureau County to the Win-

Winnepago Swamp Drainage Company for twelve and a half Cents per acre and the action of the Board of Supervisors appointing the same Committee as their agents with full power and authority so to dispose of the said lands, that Mr. Keelsey appeared in person before the Board of Supervisors during their September Session in 1855 and stated in substance to the said Board upon leave granted to him to speak on the subject that the price which the Board had agreed to take for the said lands was inadequate and that the interests of the County would be sacrificed by the contemplated arrangement with the Winnepago Swamp Drainage Company in reference to those lands and that he Mr. Keelsey was willing to take all of the Swamp Lands belonging to Bureau County and pay for them at the rate of 25 cents ~~an~~ acre, and would agree to fulfill the conditions respecting their drainage upon which the County had received those lands from the State, or words to that effect.

Ans.

One of Mr. Keelsey's propositions was twenty-five cents an acre besides draining the lands as well as the nature of the Case would admit or as well as the Company proposed to drain them. I believe that Mr. Keelsey did state in his remarks before the Board that the lands were worth much more than that besides the draining and that he did remonstrate against the action of the Board disposing of the lands on

the supposed terms. What I mean by it is, that he stated in his remarks before the Board that he thought the lands were worth more than twelve and a half cents per acre, besides the draining.

Int. 56. State whether the proposition so made by Mr. Kelsey was accepted.

Ans. Not to my knowledge.

Int. 57. Do you mean to testify that you have any positive recollection that Mr. Kelsey ever offered to the Board any sum of money in gross for those Swamp Lands which would amount to more than 25 cents per acre, unless such gross amount was complied with, a condition that the County should drain the lands.

Ans. I could not state positively as to the amount, I believe he did offer an amount greater than 25-cents an acre would amount to, I do not remember that he made any offer disconnected from drainage at that session of the Board.

Int. 58. Are you willing to swear that he ever offered for those lands more than 10,000 dollars in gross, with the obligation upon him to drain the lands, if so, state when such offer was made and what the offer was and to whom made.

Ans.

I cannot ^{state} anything more positive than I have upon that subject. I am not willing to swear positively that he ever did.

Int. 59.

When you refer in your answers to offers made by Mr. Kelsey do you embrace any offers made by him except those made to the Board of Supervisors when in session, or do you refer alone to public offers which Mr. Kelsey made to the Board of Supervisors when together at their September session.

Ans.

It might have had reference to both I am inclined to think that the offer of 25 cents an acre was made to the Board while in session and in an informal manner —

Adjourned to Thursday August 30, 1860.
at 9 o'clock A.M. by agreement of parties.

Thursday Aug. 30, 1860.

Resumed.

Int. 60.

Look at the files of the Princeton Post a newspaper published in Princeton, in Bureau County by Charles Faxon, under date of Thursday April 9, 1857, and at the article on 2^d page of said paper and on the 1st column of that page, which commences Mr. Editor and is signed Subscriber, and state whether

that article was composed or written by you.

Ans. I think it was the most of it.

Art. 61.

Objected to " State whether that part of said article
by Dept. " In another Column of your paper of the 22^d
" instant you say that it is well known that
" Mr. Kelsey went to Springfield for the purpose
" of securing the passage of an act, one of the
" provisions of which expressly releases the Coun-
" ty from all obligation to drain the Swamp
" Lands, Mr. Kelsey will excuse me for correct-
" ing you in this as I have no doubt he will
" do it himself, he went to Springfield for no such
" thing, he was opposed to incorporating that
" provision in the act, but was desirous to pro-
" cure the passage of an act legalizing the said
" which would have left the drainage an open
" question, standing as it did before, Mr. Kelsey
" is certainly entitled to credit for doing very
" much to protect the County's interest in the
" Swamp Lands while they belonged to the
" County, but I think his known modesty will
" be shocked at your statement that he went to
" Springfield to procure the passage of Act to
" release the County from drainage, his intel-
" ligence, energy and enterprise have at various
" times been devoted to the public good and
" none are more ready to acknowledge a meed
" of praise than your humble writer."

Ans. It was.

Int. Q2. Do you know whether Mr. Kelsey was in Princeton or whether he was absent from that place during the summer previous to the sale of the Swamp Lands, if you do know, state how the fact was. -

Ans. He might have been absent some part of the time, I could not say what portion, I do not know whether he was absent at all, or not.

Int. Q3. Were you present at a meeting of the Board of Supervisors at the September session thereof in 1858, and were you examined as a witness in a certain proceeding in which certain charges preferred against C. L. Kelsey were under investigation and did you testify, if yes, by whom were you called as a witness to testify in that case.

Ans. I was present during the session of the Board at the September Term 1858 when there were some matters connected with Swamp Lands under investigation and was called upon to give a statement by the Board, to them, I think in relation to my acts and doings at Springfield in the winter of 1857 and also of the acts and doings of Mr. Kelsey at the same time, I think there was other general questions propounded by the Board, I could not state what, in

connection with matters related to the Swamp Lands. Whether it was in the form of testimony I don't know, I don't know whether myself or any of the others were sworn or not.

Int. 64. Was not the subject of inquiry or investigation at that time whether Mr. Kelsey had been employed by a committee of the Board of Supervisors to go to Springfield and procure the passage of a law legalizing the sale of the Swamp Lands.

Ans. I don't know that I ever did know precisely what the object of the meeting was. It is my impression now that it was to ascertain as precisely as possible, what the real intentions of the Board of 1856+7 were in regard to ^{the} Swamp Lands, the sale and the procuring the act of 1857.

Int. 65. In what respect was there any doubt entertained on that subject.

Ans. I don't know that there was any doubt entertained by the Board or by the public generally.

Int. 66. What then do you mean by stating as you have in a preceding answer "It is my impression now that it was to ascertain as precisely as possible what the real intentions of

"the Board of 1856 & 7 were in regard to the
"Swamp Lands, the sale and the procuring
"the act of 1857"

Ans. I mean that to state that as my understanding, Kelsey disputed in relation to what had been done, the intentions of the Board and that this examination or discussion was had at his instance or solicitation and carried no farther as I understood it than to meet his wishes or desires in the matter.

Int. 67. Cannot you state more definitely or specifically what was the nature of the inquiry before the Board of Supervisors at the time referred to or in what respect Mr. Kelsey's views differed from those of others in reference to the subject of investigation.

Ans. I don't know that I can unless it was purely personal matters over and beyond what I have already said.

Int. 68. Do you not remember that in making the statement to the Board of Supervisors or in giving your testimony as the case may be you then and there stated in substance that the reason why there was an indisposition on your part or that of others to employ the services of Mr. C. L. Kelsey at Springfield to procure the passage of a law releasing the

County from drainage, was that Mr. Kelsey by reason of his being a purchaser of Swamp Lands to a large amount had a pecuniary interest at stake adverse to the interest of the County in procuring such release -

Ans. I think I stated in substance, something like that.

Int. 69. Did you not also state the amount or about the amount of Mr. Kelsey's said pecuniary interest, if so, state now according to your best recollection what amount you then mentioned or about what amount.

Ans. I don't recollect whether that question was asked me or not, I don't recollect whether I answered to it or not.

Int. 70. Do you remember or can you now state what was then the amount of his pecuniary interest in the Swamp Lands.

Ans. I can state what my belief and impressions are, that he purchased Swamp Lands to the amount of some 20, or 30,000 dollars.

Int. 71. Did you not in your said statement to the Supervisors in effect say that Mr. Kelsey's services had been employed to procure the passage of a law releasing the County from

their obligation to drain the Swamp Lands for a consideration of sixty dollars or some sum of about that amount.

Ans.

I don't recollect that any question was put to me in that form. I don't remember what I testified to in regard to that subject or whether I testified or stated anything. If I did I explained what I knew about it, altogether, I think I did give a general history about his going to Springfield, about his first offering a provision releasing the County from drainage, he finally did write the act of 1857 which was passed. The Swamp Land Committee did recognize him as an Agent and paid him about sixty dollars and I think that in substance is the answer I made to the Board, if there was any such inquiry propounded to me.

Int. 72.

Did not Mr. Kelsey put to you a question to the following effect. Mr. Morris do you mean to state and to have this Board understand that I having an interest of between 20 + 30,000 dollars against the County being released from their obligation to drain the Swamp Lands, did for the consideration of sixty dollars use my endeavors to procure the passage of a law releasing the County from their obligation to drain those lands, and did you not in reply to that inquiry say "no not exactly that" and did not then Mr. Kelsey ask you, well then what do you wish

this Board to understand, and did you not reply that Mr. Kelsey desired to have the sale of the lands confirmed by the Act of the Legislature.

Ans.

My impression is that that is pretty much the way it was.

Int. 73.

Did not Mr. Kelsey then say, "Mr. Morris, do you mean to say and to have this Board understand you that I having an interest of between 20 + 30,000 dollars opposed to the County being released from their obligation to drain the Swamp Lands used my endeavors to procure the passage of a law to release the County from that obligation for the consideration of sixty dollars to be paid to me for my services, and in consideration that the sale of those lands should be confirmed" and did you not in reply to that question say "no not exactly that" and did not Mr. Kelsey then say "what then Mr. Morris" did you not to that inquiry reply "there was something else but that you did not like to mention it" did not Mr. Kelsey then say "out with it Mr. Morris, I want to have the facts as they are," and did you not state upon that intimation "that you had pledged yourself that out of the Swamp Lands a large amount should be appropriated towards the drainage of those lands, provided that Bill should pass," or words substantially of that import.

Ans.

My impression is there was no such thing in any such connection as would be implied by that interrogatory. I think I stated in reply to Mr. Kelsey's assertion to me at Springfield that the County ought to do something about drainage of those lands, my reply was, that I presumed she would do what she saw for her advantage. He asked me what I would do, I told him that I would be in favor of doing something to improve those lands, if the purchasers would satisfy the County that they were going to do an equal or greater amount, that it was of little consequence what I would do, that I was only a private citizen and should not be a member of the next Board. I recollect of stating that in substance to the Board, I don't recollect the form of the interrogatories that led to it.

Int. 74.

Did not Mr. Kelsey the Complainant in this suit at the meeting of the Board of Supervisors referred to in the 63^d Interrogatory after the questions and answers specified in the 72^d Interrogatory say to you in substance, and did you not reply in substance, as follows:
Question by Mr. Kelsey, "Mr. Morris do you mean to say and to have this Board understand that I having an interest of between 30 or 40,000 dollars against the County being released from their obligation to drain the Swamp Lands for the consideration of sixty dollars to be paid to me for my services and in consideration that

the Legislature should legalize the sale of those Swamp Lands would favor the passage of an act releasing the County from their obligation to drain those lands"? Answer by Mr. Morris, "No not exactly that" Question by Mr. Kelsey, "What then Mr. Morris"? Answer by Mr. Morris, "There was something else, but I do not know that I am at liberty to mention it." By Mr. Kelsey, "But with it, Mr. Morris, I want the truth, and as much of it as I can get." By Mr. Morris, "Well, the fact is, I did say that the County would appropriate 15 or 20,000 dollars to drain those lands provided the Bill releasing the County from obligation to drain should pass, that is, I would use my influence with the Board to obtain such an appropriation from the Swamp Land Funds". Question by Mr. Kelsey, "Do you mean to say and have this Board understand you that I, having an interest of between 30 & 40,000 dollars against the County being released from their obligation to drain the Swamp Lands for the consideration of sixty dollars to be paid to me for my services and in consideration that the Legislature should legalize the sale of those Swamp Lands, and in consideration that you would use your influence with the Board of Supervisors to procure an appropriation of from 15 to 20,000 dollars to drain those lands, would favor the passage of an Act of the Legislature releasing the County from the obligation to drain the Swamp Lands". And

did you not after this last question was put to you remain silent and leave it unanswered?

Ans.

I do not remember what the form was of the questions Mr. Kelsey put, nor the substance of many of them at this time. I recollect to have stated in his interrogatory or the interrogatory of the Board the substance of my answer to the previous interrogatory. I have no recollection of leaving any question unanswered that was asked me by any body in the presence of the Board.

Int. 75.

Are you willing to swear that no such conversation as that detailed in the last interrogatory did take place.

Ans.

I swear that I have no recollection of a conversation like that in the connection as set out there, at that time or at any other time.

Int. 76.

Can you now state what if any inducement influenced Mr. C. L. Kelsey the Complainant in this suit, having, as you have now stated, an interest of from 20 to 30,000 dollars in those Swamp Lands and that extent interested in having those lands drained by the County, to favor the passage of an Act by the Legislature of this State releasing the County of Bureau from their obligation to drain those lands.

Ans. I can only state what my judgment was at the time founded upon the transaction and upon what conversation I had with Mr. Kelsey, which was I did not think he cared to be responsible for defeating the object sought by the County. I understood from what he said that he had a design of getting up some plan with the purchasers for reclaiming and draining the lands. My statement to him at Springfield founded upon the condition that the purchasers would do an equal or greater amount, and the manner in which he received that statement led me to the conclusions I have upon the subject beyond that I know of no inducement.

Objected to by Pltffs.

Int. 77. To what statement do you refer, give the same in the language as near as you can recollect such statement to have been made.

Ans. The statement, in answer to his suggestion that the County ought to do something in relation to draining those lands. I cannot pretend to give the precise language. My reply was "that I presumed the County would do what she saw was for its interest". Mr. Kelsey asked what I would do, and what amount I would go in for; I think my reply was, "That I would favor an appropriation of 15 or 20,000 dollars if the purchasers would do something of a like or greater amount". I recollect of informing him that I should not be a member of the Board

and it would be of little moment what I would do one way or the other. I made a note of it at the time as I did of all that occurred while I was at Springfield of anything that I deemed important.

Ant. 78. Where is the note that you made of that conversation, if you have it please produce it.

Ans. I presume that I have it at home, and will produce it, if I have the opportunity.

Ant. 79. Did that conversation take place before or after the passage of the Act of Legislature referred to, if after, how long after? and if before, how long before.

Ans. It was some two or three weeks before the final passage of the act, perhaps not so long as that; it was not long previous to the introduction of the Bill with the house.

Ant. 80. When did you last refer to the memorandum that you say that you made of that conversation.

Ans. I think I saw it last winter.

Ant. 81. How soon after that conversation did you make the memorandum referred to.

Ans.

I made it very soon, before I left Springfield. I don't remember, some things I put down at the earliest opportunity and some things the next day.

Int. P2.

Did you keep a memorandum of all the conversations you had with Mr. Kelsey during your visit to Springfield or only of that particular conversation

Ans.

I kept a memorandum of what occurred from time to time of the result of the conference between Mr. Radcliffe, myself and Kelsey and the result of the interview that was had with Mr. Lincoln and did not take conversation in any instance of either of us, literally.

Int. P3.

Do you mean to be understood that you did not keep a memorandum of any conversation between yourself and Mr. Kelsey, and that the memoranda you did keep merely show the result of your interviews with the persons you have named.

Ans.

I made a note of what occurred, not pretending to give the precise language in any instance.

Int. P4.

Why did you, in answer to the 77th Cross Interrogatory undertake to give in detail the conversation you had with Mr. Kelsey at

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Springfield and in same answer also state that you made a note of that Conversation, if as you have last stated you did not make any note giving the precise language of Conversations which you held at Springfield.

Ans. I meant to state that I could not give the precise language and should have so stated if I did not. The word "occurrence" would have been a better word than the word "Conversation" and I wish to rectify it accordingly.

Int. 85. Are you willing now to swear that you did not at Springfield, before the passage of the Bill by the Legislature releasing the County from their obligation to drain the lands or the Bill referred commonly to by that designation absolutely and unqualifiedly in your Character of Agent of the Board of Supervisors, agree with Mr. Kelsey that the Supervisors should or would appropriate a sum of money between 15 and 25,000 dollars or some other sum for the purpose of draining those Swamp Lands, providing the Bill then before the Legislature above referred to was suffered to pass. -

Ans. I am willing to swear unqualifiedly that I did not as ^{an} agent of the County; that I did not unqualifiedly stipulate to favor an appropriation for any amount, but that I did propose to favor an appropriation as a citizen of the County upon conditions, that the purchasers should actually do an

equal or greater amount or satisfy the County that it would be done by them.

Int. 86.

Was not the Bill referred to in the last inter-rogatory, referred to a Committee of the Legislature known as the Swamp Land Committee of that body before its final passage.

Ans.

I believe it was.

Int. 87.

Did not yourself and Mr. Kelsey appear before that Committee to advocate the passage of that Bill.

Ans.

We did.

Int. 88.

Did not Mr. Kelsey when you so appeared before that Committee state to the Committee that he appeared before them in his character as an Attorney acting in that capacity on behalf of the County in advocating the passage of that Bill and that you was there as an Agent of the County and as Chairman of the Board of Supervisors or the same in substance. —

Ans.

Not to my knowledge, I think he stated some thing of that kind in Mr. Lincoln's office a few days previous to that time about my being a member of the Board of Supervisors, and that he was an Agent of the County, I would not be positive that he said he was an Agent, but he said he was the one to do the business.

Int. 89.

Did not Mr. Kelsey in his capacity as an Attorney at Law by your request draft the Bill entitled "An act concerning the Swamp Lands of Bureau County" approved Feb'y 18, 1857.

Ans.

He did not, he had commenced as I understood it drafting the Bill previous to this conversation about an appropriation by the Board of Supervisors and he afterwards concluded it and perhaps I requested him to do so, I don't remember whether I did or not. I certainly did not engage him as an Attorney, but if I did ask him I asked him because he was an Attorney, that is because I considered him better qualified than I was to draw the Bill, but I don't think I made any request to him to draw the Bill, as I had previously engaged Mr. Lincoln to do it, as I understood the instructions of the Committee -

Int. 90.

Did you hear the statements made by Mr. Kelsey to the Swamp Land Committee at the time he and yourself were before that Committee advocating the passage of the act referred to. -

Ans.

I heard the statements made at one time and the only time I think we were before the Committee, I would not say that I heard them all, I think I did. -

Int. 91.

Was Mr. Radcliffe the member of the Legislature from this County present at the

meeting of the Committee referred to in your last answer.

Ans. I think he was.

Int. 92. Did not Mr. Kelsey at that meeting state in substance that in advocating that Bill he was acting as an attorney and on behalf of the County of Bureau -

Ans. I have no recollection of his stating that he was acting as an attorney or that he was acting in behalf of the County. -

Int. 93. Did you not while the ^{Bill} referred to was pending before the Legislature advise with Mr. Radcliffe in reference to that Bill, if so how often did you so consult him.

Ans. I talked with him every day that I was in Springfield, probably, about the Bill.

Int. 94. Did you not ask Mr. Radcliffe to give his opinion whether it would not be better rather than run any risks or have any difficulty that the County should appropriate 15, 20 or 25,000 dollars to drain the Swamp Lands and did not Mr. Radcliffe reply that he thought it would and did not you say that you thought so too and would favor it?

Ans. I have no positive recollection about talking with Mr. Radcliffe on that particular subject, I think it is more than probable that I did, I do not recollect, if there was any conversation, what Mr. Radcliffe's views were.

Int. 95. Did you in that conversation make the statements mentioned in the preceding interrogatory, and reply as is therein set forth, in the words or in words of similar import as therein expressed.

Ans. If I understand the language of the interrogatory I think I should have been apt to talk in that language or language of that import but whether I addressed Mr. Radcliffe in that manner I cannot say. -

Int. 96. Do you remember having a conversation with B. C. Couch one of the Supervisors in 1856, at Indiantown shortly after your return from Springfield in which you made a statement in reference to the arrangements made between you and Mr. Kelsey to promote the passage of the Bill through the Legislature, if yea, state where that conversation took place and about the time as near as you can remember -

Ans. I dont remember having any special conversation at any time, I presume I might have had -

Int. 97.

Did you shortly after your return from Springfield, at Tiskilwa when B. C. Couch or B. C. Couch and others were present state "that while at Springfield you had told Mr. Kelsey, that if you was a member of the Board you would go for an appropriation of 10 to 15,000 dollars to drain the Swamp Lands provided he Kelsey would go in for the Bill then before the Legislature, but that you had no intention to be a member of the next Board of Supervisors but that you had made Kelsey believe that you would and in that way you had come over him and induced him to go for the Bill" or did you make any statements to that effect. —

Ans.

I dont think that I ever stated anything of that kind to any person. I have no recollection of stating it to Mr. Couch. I have always talked freely with different persons on the subject of Swamp Lands and various suggestions have been made as to what Kelsey's motives were on different subjects connected with Swamp Lands. I have sometimes answered them, sometimes I have not. It would be impossible for me to remember in detail what others have said to me or I to them. —

Int. 98.

Will you state without evasion or qualification, whether you did or did not make the statements in substance contained in the preceding interrogatory to B. C. Couch or to others

in his hearing, at the time and place referred to in that interrogatory.

Ans. I have answered that question as fully as I am able to, and protest against the form of the question, believing the design is to annoy and insult the witness rather than to arrive at the facts in the case. -

Int. 99. Is it in your power to state, without qualification, whether you did or did not make the statements in the same words or in substance mentioned in the 97th Cross Interrogatory to B. C. Couch or to other persons in the hearing of B. C. Couch, at the time and place mentioned in that Cross-interrogatory; if it is in your power so to state, then state whether you did or did not make such statement.

Ans. I have no recollection of making any such statement and don't believe I ever did. I certainly never did in that connection without qualification. -

Int. 100. Have you not since your return from Springfield had frequent and angry personal controversies with Mr. Kelsey, the complainant in this suit. -

Ans. Yes.

Int. 101. Have not those Controversies resulted in an entire estrangement between you and Mr. Kelsey, and are you not now very much embittered in feeling towards him in consequence thereof. -

Ans. It has resulted in an estrangement, I cannot answer affirmatively the last part of the interrogatory. I disapprove his conduct as towards me personally and otherwise in some respects.

Int. 102. In your last answer you state that you cannot answer affirmatively the last part of the preceding interrogatory, Can you answer it negatively. -

Ans. No, not and give precisely the state of feeling that exists on my part.

Int. 103. Is it not a fact that you at this moment entertain towards Mr. Kelsey, the Complainant, embittered feelings growing out of the controversies between you and him during the last four years.

Ans. Certainly my feelings are not cordial towards him as they are to other men in all respects. I have no desire to injure Mr. Kelsey and no feeling of that kind that I am aware of.

Int. 104. Have you not in various ways in your

Character as a member of the Board of Supervisors and otherwise, by articles published in the newspapers, and by public speeches sought to render Mr. Kelsey odious in the estimation of the people of Bureau County.

Ans. I think not. I think I have never gone further than I conceived necessary to disapprove his wrong acts, still I might have been betrayed into uttaring unnecessarily strong expressions, perhaps abusive, Not in my Character as Supervisor in any written or published Communication or in any Speeches except those I may have made on the Board of Supervisors. I have no recollection of alluding to him in a public speech otherwise --

Int. 105. Were not the strong expressions and abusive language respecting Mr. Kelsey and which in your last answer you admit that you used calculated to render Mr. Kelsey odious in the minds of the People, and unfit to fill any office of trust in the gift of the People.

Ans. If I made use of abusive language or strong expressions it has been done in self-defense as I deemed it, with a view of repelling his abuse and ^{not} with any studied design to injure him politically or otherwise. I think it was not anything that I said that unfitted him for offices of trust, if he is unfitted. --

Int. 106.

Were not the strong expressions and abusive language respecting Mr. Kelsey and which in your ~~last~~ answer to the 104th Interrogatory you admit that you used, calculated to render Mr. Kelsey odious in the minds of the People and unfit to fill any office of trust in the gift of the People.

Ans. I decline answering it any further than I have.

Int. 107.

Were not the strong expressions and abusive language respecting Mr. Kelsey, and which in your answer to the 104th Interrogatory you admit that you used, designed by you to render Mr. Kelsey odious in the minds of the People and to create the impression that he was not an honest man. —

Ans. That was not my design, in whatever I have said or done.

Int. 108.

Are the statements made by you in the written articles published by you in the Princeton Post to which your attention has been called in the Cross-interrogatories propounded yesterday true or false?

Ans. As I believed them at the time true, but not stated with that care and exactness that I should have stated them under oath.

There was some things that I was under wrong impressions about. In general they are a fair and accurate history of those things to which they refer, so far as relates to details of facts, with the exceptions before alluded to.

Int. 109.

State if you please to what particular things you refer in your last answer as having been under wrong impressions about.

Ans.

I think I stated in a communication that was published in the Bureau County Democrat sometime in the early part of 1857 "that he was not employed as an Agent for the County or at least not properly employed," "that if he was he was dismissed before going to Springfield" which I afterwards learned was incorrect. There may have been other items that I don't recollect, that is the most prominent one that I can refer to without reviewing the whole subject and the communications. —

Int. 110.

Were you not present at the time when Mr. Kelsey was so employed as an Agent for the County.

Ans.

I was present when two of the Committee agreed upon a piece that he was to have for going down there, and I understood, my understanding then was, that but two of the Committee were concerned in engaging him.

Int. 111. Was not one of those two persons the Chairman of the Committee.

Ans. Yes.

Int. 112. Did you not immediately after the employment referred to in the answer to the 110th Interrogatory, recognize Mr. Kelsey as a regularly appointed agent or attorney for the County and consult with him in reference to his coöperation with you in the contemplated proceedings at Springfield.

Ans. We had some talk about going down together as agents of the County, "agents" wasn't alluded to, it was my understanding as agents; but on consultation with Mr. ~~Hoskins~~ I received the understanding that he would be notified not to go until sent for.

Int. 113. When and where and in what manner did you become satisfied that the statements you made in public that he was not employed as an agent for the County were incorrect.

Ans. I was fully satisfied of it when I met the Committee, after my return from Springfield to make my report. As they then recognized him as an agent and settled with him. I also then learned that the Chairman of the Committee had not explicitly ordered him

to remain at home until sent for, but informed him that it was my request that he should stay at home or something similar to that. -

Ans. 114. How long was this, or about how long, after your return from Springfield; and state as near as you can the time when you returned from Springfield.

Ans. I can't tell, it might have been one month, it might have been two or three. I returned from Springfield the last of January, I think 1857.

Ans. 115. Did you not, in some of the published articles referred to, written by you, seek to convey to the public mind the idea that Mr. Kelsey was not only not appointed as the Agent of the County in prosecuting the passage of the Bill referred to, but that he had gone to Springfield, falsely assuming to have been so appointed, that he might thereby have greater facilities for carrying out designs and measures to promote his own private pecuniary emolument at the expense of the County. -

Ans. After the meeting of the Committee alluded to in reply to a statement in the Post that I had entirely misapprehended the facts in the case, covering as I thought the whole ground, I wrote a communication denying that fact. I don't recollect the substance of the communi-

cation, I might have expressed opinions that would bear the construction contained in the interrogatory, except that they were my opinions instead of claiming to have been facts.

Int. 116.

Did you ever at any time after you had discovered the facts to be different from what you had apprehended them, publish or request to be published any article retracting the injurious charges you had made or explaining them in anyway, so as to relieve Mr. Kelsey from the odium to which they subjected him.

Ans.

I did publish a communication stating the facts as I found them to be, after meeting with the Committee, on that point. -

Int. 117.

When and in what paper did you publish that article referred to in your last answer.

Ans.

In the Princeton Post, sometime in the Spring of 1857. I don't remember the date, I have seen it in this file of papers since I have been here.

Adjourned to Tuesday September 4, 1860,
by consent of parties. -

Tuesday September 4, 1860.

Int. 118.

Look at the article printed on the 5th.

Column of a copy of the Bureau County Democrat edited by Charles W. Pine and published under date of Thursday, April 23, 1857, which article commences "Mr. Editor; I am surprised that the Post should assume the position of being the organ of Mr. Kelsey, &c." and contains among others the following statements "Mr. Kelsey did not go to Springfield at the request of the Swamp Land Committee." "That Committee did not send any agent for the purpose indicated by Mr. Kelsey" - "But I was sent with instructions to procure the passage of an Act to release the County from draining the Swamp Lands and to legalize the sale; the latter being of minor importance and not desirable except the first could be accomplished". "A part of the Committee did make an arrangement with Mr. Kelsey to go down to Springfield with me, but it was finally determined within an hour after that arrangement that he should not go as the Agent of the County until notified by me that he was wanted and Mr. Hoskins, the Chairman of the Committee, and to whom full power was delegated, did inform him of the fact" "Notwithstanding this, Mr. Kelsey made his appearance in Springfield two days after I arrived there, claiming to be ^{an} agent of the County of equal authority with myself, and was actively and energetically opposed to having an Act introduced releasing the County from drainage". "On being informed by Mr. Lincoln, the effect of the

act to legalize the sale, as desired by Mr. Kelsey, would be to tie the County's hands and leave it at the mercy of the purchasers, or of a third party, to compel the County to expend the proceeds of the lands in drainage, Mr. Kelsey still opposed the provision for releasing the County from drainage and more than intimated that he knew what the County wanted better than I did." "He then was informed that I had employed Mr. Lincoln to draw up a Bill to release the County from drainage, and to legalize the acts of the Board. On leaving Mr. Lincoln's office Mr. Kelsey proceeded to the State House with the avowed intention of introducing his bill, simply to legalize the acts of the Board of Supervisors and the matter was discussed in the presence of our representative, who I have every reason to believe declined introducing Mr. Kelsey's bill. Mr. Kelsey's statement that it was thought advisable to remove any doubts that might be entertained in regard to the title &c.

He very complacently gives credence to the statements of the Democrat, "that Kelsey controlled the Board, that they were his tools" Now this is decidedly cool, especially after the Board in opposition to his most earnest endeavors, succeeded in procuring the passage of the act to release the County from drainage," and say whether that article was written or composed by you.

Ans. They are extracts from an article written by

me. It was written by me. It is as full and clear a statement of the facts as I could give, with one or two exceptions.

Art. 119.

Are the statements contained in that article and recited in the last preceding interrogatory true or otherwise. -

Ans. True, as I understood them at that time.

Art. 120.

State wherein they are not true according to any subsequent understanding of the facts by you.

Ans.

I understood Mr. Hoskins to say that he would notify Mr. Kelsey not to go to Springfield until I sent for him, after my return I asked him if he had told Mr. Kelsey not to come down, he told me he had given him the word. At the time of my making my report to the Committee I first learned that the word he had given Mr. Kelsey was I had left word for him not to come, giving it from me instead of from himself, so that my statement that he was dismissed by the Chairman was not strictly in accordance with the fact. My statement in that communication "that the Board in opposition to his most earnest endeavors succeeded in procuring the passage of the act releasing the County from draining" is explained by a preceding passage in the same communication where I say

"On returning to his room, Mr. Kelsey proceeded to draw up a Bill as recommended by Mr. Lincoln except an unusual power given to the Board of Supervisors in the disposal of the fund" I will further say now as I said in that Communication critically speaking "Mr. Kelsey did not go to Springfield at the request of the Swamp Land Committee, a part of the Committee did make an arrangement for Mr. Kelsey to go down to Springfield with me."

Int. 121.

Are all the statements referred to and quoted from said article true with the exceptions made by you in your answer to the last interrogatory.

Ans.

Taking the whole Communication together, one part explaining another, I believe true in every respect, at least to the best of my belief, and understanding it is so.

Int. 122.

Is it true, as therein stated by you in substance that Mr. Hoskins the Chairman of the Swamp Land Committee had full power delegated to him by that Committee to act on their behalf in the appointment of an agent to go to Springfield.

Ans

I understood from the Committee that he had full power to send down persons at my request or if I advised him that I thought it necessary. That is what I mean by his

having full power.

Int. 123.

Do you know of any fact convincing any doubt on the part of Mr. Kelsey, while at Springfield, that he was a regularly constituted agent of the Swamp Land Committee at that time.

Ans.

I do not.

Int. 124.

Have you not always and do you not now believe, that at the time when Mr. Kelsey was with you at Springfield, he regarded himself in good faith as a regularly appointed agent of the Board of Supervisors in the matter of procuring the passage of a Bill through the Legislature in reference to the Swamp Lands.

Ans.

He regarded himself as an agent I believe. I decline answering that question farther.

Int. 125.

State why you decline answering that question further.

Ans.

Because I think my belief in the matter is of little consequence and might lead into personal unpleasantness if stated. —

Int. 126.

Were you present at the meeting of the Board of Supervisors in September 1856 when a motion was made by Mr. Foy, a member of the Board, in reference to a survey of the Swamp Lands.

If so state, if you can the substance of that motion. —

Ans. I recollect Mr. Foy's introducing some motion but the purport and substance of it I do not now remember. I think it was something about surveying. I know or believe that he entertained different views about the question from perhaps every one else on the Board. I think I favored his doing so, being desirous that he should have a fair chance to give expressions to his views. —

Int. 127. Is it, or is it not, a fact that subsequent to the passage of the resolutions ordering the sale of the Swamp Lands, by the Board of Supervisors, that the subject of drainage of those lands was frequently discussed in the Board, and various motions offered and acted upon by the Board in reference thereto, up to or nearly up to the time of the sale. —

Ans. I think not, I don't recollect of but one member of that Board making a proposition of any kind looking that way.

Int. 128. Did you not subsequent to the passage of those resolutions advocate in the Board the drainage of those lands. —

Ans. Never, to my recollection, not by the County

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Int. 129.

Look at the record, Book A. of the proceedings of the Board of Supervisors, page 524 and at the resolution offered by Mr. Foy, thereon recorded, and say whether you were not present at the time that resolution was offered, and advocated its passage.

Ans.

I think I advocated its consideration by the Board, but never its passage.

Int. 130.

How long was that before the sale.

Ans.

Without a reference to the records it would be impossible for me to say whether it was before the sale or afterwards, or at what time.

Int. 131.

Do you mean to say that you do not know at what time the sale took place except by reference to the record.

Ans.

I do not.

Int. 132.

At what time did the sale take place.

Ans.

I now say that I could not tell the precise time without reference to the record.

Int. 133.

Did you not at a meeting of the Board of Supervisors on the 11th of September 1856 advocate the passage of a resolution to the effect that the Board of Supervisors should authorize the Swamp Land Committee to appoint a competent Engineer

to make a preliminary survey of Green River and vicinity and ascertain the practicability of cutting a Channel in some places in order thereby to reclaim the swamp and overflowed land in that vicinity.

Ans. I have no recollection of advocating a measure of that kind, with the view to the County's draining the lands, and my impression is now that I simply advocated the respectful consideration of a proposition like that.

Int. 134. Did you, or did you not, at that time, while presiding as Chairman of the Board of Supervisors, leave the Chair and appoint another person to fill the same, and when on the floor did you not express yourself in favor of the County undertaking the drainage of those Swamp Lands.

Ans. I don't recollect about leaving the Chair and appointing any other person at any particular time. I did so, frequently, perhaps during the year. I have no recollection of saying anything that would lead the Board to suppose that I was in favor of the County's draining the Swamp Lands. I was opposed to it as I believe was generally understood by the Board.

Int. 135 Was there not an understanding or agreement between yourself and other members of the Board, that the impression was to be suffered

to go abroad, prior to the time of the sale that the County would drain those lands, with the view of enhancing the prices of those lands to be bid at the public sale. -

Ans. Never, on the contrary it was the desire and intention of every member of the Board as far as I knew, that as ^{great} publicity should be given as possible to the terms and conditions of the sale and to everything relating to the Swamp Lands.

Int. 136. Were not the discussions, in that Board respecting the drainage of those lands, immediately preceding their sale, of such a character as to impress the minds of persons not familiar with the proceedings of the Board, happening to be present during those discussions, that the County intended to drain the lands.

Ans. I think not. There was little discussion or none at all by that Board on the direct question whether the County would drain the lands or not. There was discussion upon the question whether the County would be released in fact according to the terms of sale. -

Int. 137. Did you or not at the September Term of the Board of Supervisors in the year 1856 advocate the drainage of the Swamp Lands of Bureau County by the County, answer you or may.

Ans. I answer nay, according to the best of my recollection and belief, from all that went before and after. I say positively that I don't think any member of the Board understood me to be in favor of such a proposition.

Int. 138. Will you say that in your belief no member of the Board heard you during that session talk in favor of draining those lands by the County while they knew that you did not really favor any such action on the part of the County.

Ans. I answer as I have before, that properly understood, I could not have been heard to say any such thing. I decline answering it any further than I have.

Int. 139. State why you decline answering that question.

Ans. Because I think I have answered it as fully as I am able to.

Int. 140. In your answer to the 77th Cross Interrogatory you stated that you had made a note of the conversation between you and Mr. Kelsey at Springfield, and in your answer to the 78th Cross Interrogatory you stated that you presumed that you had that note of such conversation at home and would produce it if you had an opportunity, have you since answering those

interrogatories been at home and if you have you procured the said note of the said Conversations and if you have produce the same.

Ans. I have been at home and have made an examination this morning among my papers for the memorandum book and did not find it.

Int. 141. Look at the record of the proceedings of the Board of Supervisors Book A. on page 466, 467, at what purports to be a protest of certain members of the Board of Supervisors and to be signed by you and others and state whether that protest was so signed by you and whether the said protest was drawn by you or by whom was it so drawn.

Ans. I did sign the protest and I am not certain whether I drew it or not, I rather think I did, but I am not certain, it was presented to the Board of 1855-.

Int. 142. Did you present that protest to the Board at the adjourned meeting of the Board commencing on January 1st 1856.

Ans. I don't know when it was presented or who presented it, I do not now remember.

Int. 143. Did you at that meeting of the Board move

that the protest be filed and published with
the proceedings —

I presume that I did, I might have
done so.

Int. 144.

Did that protest contain a statement
with your sanction in substance that you
and those signing the same then were and
always had been in favor of draining and re-
claiming the swamp lands in such manner
as should be shown most advantageous by a
thorough Examination and Survey. —

Ans.

It contained a statement and sanctioned
so far as related to that question of drainage in
contradistinction to their plan. It was un-
questionably with my sanction that that state-
ment was put in. There was a good deal of ex-
citement and a good deal of special plead-
ing on both sides of that question at that time.

The witness now asks to explain his an-
swer to the 13th Interrogatory and says on fur-
ther examination of the report I am satisfied
that the fore part of the report is that shown
me by Mr. Hoop.

J. E. Morris.

State of Illinois,
Bureau County 3rd J. Stephen G. Paddock

Clerk of the County Court in and for said County and State do hereby certify that the said witness S. E. Morris prior to the taking of the foregoing deposition, and on the said 17 day of August A.D. 1860, was by me duly sworn, to testify the truth in relation to the matter in controversy in the suit mentioned in the caption to these depositions, and in the inclosed Notice so far as he might be interrogated ^{in relation} thereto; and the said deposition was, on the several days therein mentioned, at Princeton in said County and State, taken and reduced to writing and signed and sworn to by said witness in my presence, on the 4th September 1860.

L.S.

Given under my hand and the seal of said Court this 4th day of September A.D. 1860.

Stephen G. Paddock, Clerk.

Adjourned to Wednesday Oct. 10, 1860.
at 10 o'clock A.M.

Wednesday Oct. 10, 1860.
Parties appeared by their respective Counsel.

Adjourned to Thursday October 10th
at 10 o'clock A.M.

Thursday Oct. 18, 1860, 10. A. M. Deposition resumed in pursuance of adjournment, Complainant present by Winslow his Counsel, Deft by Paddock.

Deposition of Jacob T. Thomson.

The said Jacob T. Thomson being first by me duly sworn doth depose and say in answer to the several interrogatories as follows, viz:

Int. 1. What is your name, age, occupation and place of residence.

Ans. My name is Jacob T. Thomson, forty-eight years old, I consider myself a farmer, I live in Princeton, Bureau County, Illinois.

Int. 2. Were you one of the purchasers at the Swamp Land Sale held at Princeton by the Drainage Commissioner of Bureau County on the 15th September 1856.

Ans. I purchased some Swamp Lands at the sale in September 1856 in Bureau County,

Int. 3. How much did you so purchase, as near as you can remember.

Ans. Between three and four hundred acres.

Int. 4.

Have you been in the habit for the last five or ten years of dealing in lands; if so to what extent and in what manner

Ans.

Yes, I have dealt in lands for the last ten or twelve years in this County. I have entered the most of the lands from Government, that I have been dealing in. I have dealt in them to the extent of at least five or ten thousand acres. -

Int. 5.

How long have you resided in this County -

Ans.

Fifteen years last May.

Int. 6.

Did you at the time you purchased the said Swamp Lands take any certificate of purchase for the lands so purchased; if so from whom.

Ans.

My impression is that I did get a certificate of purchase for each tract, from R. T. Templeton -

Int. 7.

Look on the paper now shown you marked on the back "J. T. Thomson cert. of purchase S. W. S. W. 27-17-6." and say whether it was a certificate issued to you by said Templeton at said sale, if you say yea mark the same with your name and attach it to your deposition as a part of your answer hereto.

Ans.

Yes I believe that is one of the certificates I received after that sale. -

{Copy of Cert}

No. 202. Office of Drainage Commissioner,
Princeton Bureau County, Illinois, September 1886.

I hereby certify, that Jacob T. Thomson has this day purchased the following described tract or lot of swamp or overflowed land belonging to said County, and sold pursuant to the orders of the Board of Supervisors of said County, to wit:

S.W. S.W. 27.17.6., Containing 40 acres, at 4⁵⁰ dollars per acre, and has paid the sum of 22⁵⁰ dollars, being 1/2 of the purchase money, and has also given his note, No. for 157⁵⁰ dollars, bearing interest at six per cent. per annum, payable semi-annually, in advance, for the remaining 1/2 of the purchase money, which entitles said J. T. Thomson to receive a bond for said premises from the County Clerk, in pursuance of the orders of said Board.

\$4⁷² Advance interest received on Note.

R. T. Dimpleton
Drainage Commissioner.

{Backing}

J. T. Thomson cert. of purchase -

S.W. S.W. 27.17.6.

Jacob T. Thomson. -

This is the paper referred to by the witness J. T. Thomson in his answer to the 7th Interrogatory.
Stephen G. Paddock -

Int. 8. State if you know whether the other objected to certificates taken by you if any were like the by Complt. above in form and if you say there was a difference, what was such difference. -

Ans. I believe the certificates were all alike with the exception of the difference in description of the land and the date.

Int. 9. State if you know whether the other purchasers took like certificates with the above and if by Complt. you say they took different ones, state the difference.

Ans. I have no recollection of seeing any one receive certificates, except myself.

Int. 10. What did you do with the certificate which you have hereto appended, and how did it pass out of your possession if it has passed out.

Ans. If I ever took the certificate out of the office I returned it again to Mr. Templeton or a Clerk of his and received a bond for a deed in place of the certificate. I can't swear positively that I took it out of the office. -

Int. 11. If you did not take the said certificate out of the office until you got the said bond, was the said certificate during that time within

your power and control.

Ans. I considered it so. -

Int. 12.

Look on the paper marked "Y" and signed on the back by the officer taking these depositions and say whether it is such a bond as you took upon your said certificates of purchase, if you say it is different state according to the best of your remembrance in what such difference consists and if you say it is the same in form mark it with your name and attach it to this deposition as a part of your answer hereto.

Objected to
by Compt.

Ans.

My remembrance is that it is the same in form excepting the filling up. -

Int. 13.

Obj. by
Compt.

As one of the bidders at such sale what was your understanding of the contract between the County authorities and the purchasers of the said Swamp lands as to whether the County agreed to drain the said lands, or to appropriate ^{any} monies for that purpose?

Ans.

My understanding was that the County was to be released from all draining.

Int. 14.

Please state how you derived this understanding that the County was to be released from all draining. - -

"Y"

Know all men by these presents, that the Board of Supervisors of Bureau County, Illinois, are held and firmly bound unto _____ and his legal representatives in the penal sum of _____ dollars, for the payment of which we bind the said County - sealed with the seal of said _____ this _____ day of _____ A.D. 1856.

The Condition of this obligation is such that whereas the Drainage Commissioners of said County, on the _____ day of _____ A.D. 1856. at the door of the Court-House, in the town of Princeton in said County, at Public Auction, did sell to the said _____ as the highest and best bidder, the following tract of Swamp and overflowed land, belonging to the said County, viz:

_____ for the sum of _____ dollars, one _____ of which the said _____ has paid cash in hand, the receipt of which is hereby acknowledged, and he has executed his note to the said Board of Supervisors, for the sum of _____ (the remaining _____) payable to them five years from date, with six per cent. interest from date, payable semi-annually, in advance.

Now if the said County of Bureau shall well and truly convey to the said _____ the above premises by Warranty Deed, of all the right title and interest of said County, in and to the said premises upon the said _____ punctually paying said note at maturity

and all taxes which may be assessed and levied upon said premises and all interest on said note, (it being the express condition of this bond that the time of payment is material and the essence of the Contract,) then this obligation to be void, otherwise, to be and remain in full force and effect; but it is expressly provided, that in no event shall any suit or claim be brought against this County, for or on account of the drainage of any part of said premises, and that said _____ shall defend said premises so purchased by him, against any Contestant, and that if the title thereto shall fail, suitable efforts to sustain the same having been made to the satisfaction of the Drainage Commissioner at the time of such contest, the County shall repay to the said _____ the money so paid by him, and cancel or release the note aforesaid, but in case the said _____ shall not make suitable effort to the satisfaction of such Drainage Commissioner to oppose any such Contestant, then all payments by him made on said purchase shall be promptly forfeited to said County.

In testimony whereof I have hereunto set my hand and affixed the seal of said County, at Princeton, this _____ day of _____ A.D. 1856.

(Back) "X" _____ County Clerk of said County.
Stephen G. Paddock, County Clerk -
Jacob T. Thomson

Obj. by Compt. Among the bidders, and whether, in your opinion, the lands brought a fair price.

Ans. At times there appeared to be a good deal of competition, and I think a very large part of them were sold for more money than they were worth.

Int. 22. State whether wild lands were not in greater demand at that time in this County than they have been in from '57 to this time.

Ans. I believe they were, Sir.

Int. 23. State your reason, for this opinion.

Ans. Why Sir, it is a pretty hard question to answer, but I will give it to you. The reason is that the County was in a more flourishing condition, there seemed to be more outside purchasers in (I mean by outside from the Eastern States) seeking wild lands, also persons in this State with surplus means seemed to invest their means in wild lands.

Int. 24. State the average price of the lands bought by you at said sale.

Ans. I think it was about \$2 1/2 per acre.

Int. 25. State whether with the understanding

which you have said you had of the Contract between yourself and the County, you then considered the said lands worth what you bid for them.

Ans. I really didn't consider some of them worth it. Some I did.

Int. 26. What part of your said purchase did you then consider you bid too high upon?

Ans. About two hundred acres - about half of my purchase.

Adjourned until 1/2 o'clock P.M..

1/2 P.M. - Oct. 18th 1860.

Int. 27. As to those tracts which you considered that you had paid too much for, how much too large a price did you consider you were paying and what was the average price of that portion of your purchase?

Ans. I can't remember the prices I paid for those tracts, although it was the smallest price per acre that I paid for any of the lands, the lowest price lands I considered at the time, I paid too much for. -

Int. 28. State whether there was a difference in

the quality and value of the tracts sold at such sale, and in what such difference, if any, consisted.

Ans. I think there was a difference, a large amount of this Swamp Land part of the year would be under water, while some of the remainder out from Green River would be only part of it wet, part of it would be dry, tillable land.

Int. 29. As to those tracts on which you say you bid more than you considered them worth state why it was you so bid.

Ans. Can't answer in any other way except through excitement at the sale; I bid on a great many lands that I did not get, more than I considered they were worth. The lands that I bid upon and were struck off to me that I thought too high were near to those lands, if not in the bed of Green River or similar land.

Int. 30. Did this Swamp Land Sale, or not, attract the attention of dealers in land and other business men so that the sale before it took place became a subject of conversation among that class of people, in said County of Bureau and especially in Princeton, if you know such to be the fact and are sufficiently acquainted with the general report at that time among that class of people to say what was their general understanding

Objected to
by Compt.

as to the intention of the County to contract at such sale to drain or not to drain the Swamp Lands so to be sold, you will please state what was such report and understanding of such class of people at that time and upon that point. -

Ans.

My understanding was at the time and that of those that I did hear converse upon the subject, that the County was to be released from the drainage and there seemed to be some feeling before the sale upon that subject.

Int. 31.

With how many people interested in such business, did you converse at that time as nearly as you can state. -

Ans.

I could not state any person in particular. I don't know that I could state any number. I only remember that it was a subject of conversation here. -

Int. 32.

At that time did or did not any of the people to whom you have referred, state in your hearing to the contrary, of what you have stated as your understanding of the contract between the County and the purchaser at the sale. -

Ans.

I don't recollect of any. -

Int. 33.

State if you can what was the general understanding among the bidders present at

Objected
to by
Compt.

said sale in September as to whether or not the County in such sale intended to contract upon the subject of the drainage or non-drainage of the lands sold; if so state what such understanding was and how you derive your knowledge of it if you say you have such knowledge. -

Ans.

I don't know that I have any knowledge what the general understanding of the bidders was, I can only say that that was my understanding and I derived my knowledge principally from the statement made by Joseph V. Thompson at the opening of the sale.

Cross Interrogatories.

Int. 1.

State at what time and at what place the statements were made by J. V. Thompson to which you have referred in your direct examination and which led you to the understanding that the County did not contract with the bidders for the Swamp Lands to drain the same.

Ans.

I don't think I have made any such statement that the County had contracted, my understanding was that the County was released from draining, I got that understanding from Mr. Thompson at the opening of the sale in September 1856.

The question being again read to the witness he desires to correct his answer and gives it,

as follows:

It was at the sale in September 1856 in the Court House in Princeton, Bureau County. It was at the opening of the sale on the first day.

Int. 2.

How many days were employed in making the sale of the Swamp Land at the time you have referred to.

Ans.

I really could not state, I should think there was perhaps three or four days, there were more than one. -

Int. 3.

Did you see Mr. Kelsey at that sale at the time when the announcement was made by J. V. Thompson, to which you have referred. -

Ans.

I don't recollect now whether I saw Mr. Kelsey there or not, at that time. -

Int. 4.

Have you any recollection of the announcement or proclamation referred to by you as having been made by J. V. Thompson, being made at any other time during the sale than at the opening of the sale on the first day. -

Ans.

I don't now recollect of any.

Int. 5.

Have you any recollection of what J. V. Thompson did proclaim at the time referred

to buy you or did you merely state what you have stated on that subject as an impression on your mind as to what was proclaimed.

Ans. I can't used the words that Mr. Thompson perhaps used at the time I can only give you the impression I got from the language he used, that the County was to be released from draining the Swamp Lands. -

Int. 6. Is that all you now remember respecting that proclamation. -

Ans. I don't know but I might rehearse part of the language but I would not undertake to do it, that is the nearest I could come to answering the question - It was long ago and I can only state my impression. -

Int. 7. Were the certificates to which your attention was called in the 7th direct Interrogatory exhibited to the purchasers or bidders at any time prior to the bids being received at the sale referred to by you. -

Ans. I have no recollection that they were. -

Int. 8. Were the bonds referred to in the 12th direct Interrogatory or any similar bonds exhibited to the purchasers or bidders during said sale prior to their bidding. -

Ans. I don't recollect whether they were or not. -

Jacob T. Thomson.

State of Illinois,
Bureau County 3^d; J. Stephen G. Paddock
Clerk of the County Court in and for said county
and state do hereby certify that the said wit-
ness Jacob T. Thomson prior to the taking of the
foregoing deposition, and on the said 18th day of
October A.D. 1860, was by me duly sworn, to testify
the truth in relation to the matter in controversy
in the suit mentioned in the caption to these depo-
sition, and in the inclosed Notice so far as he
might be interrogated in relation thereto; and
the said deposition was, on the 18 day of October
A.D. 1860, at Princeton in said County and state,
taken and reduced to writing and signed
and sworn to by said witness in my presence.



Given under my hand and the seal
of said Court this 18 day of October
A.D. 1860.

Stephen G. Paddock, Clerk.

Adjourned to October 19th 1860 10 A.M.

October 19th 1860, 10 A.M.

Depositions resumed.

Parties both present by their re-
spective counsel -

Deposition of Joseph V. Thompson -

The said Joseph V. Thompson being first by me duly sworn doth depose and say in answer to the several interrogatories, as follows, viz:

Int. 1. What is your name, age, occupation and place of residence.

Ans. My name is Joseph V. Thompson, my age is forty-five, my occupation is a farmer, Princeton is my residence.

Int. 2. What was your business during September 1856.

Ans. County Clerk of Bureau County.

Int. 3. Were you the Crier of the Swamp Land sale in September 1856, so called referred to by Mr. J. D. Thomson in his answer to the 14th Interrogatory above set forth.

Ans. Yes, I was.

Int. 4. State fully what you had to do with such sale, how the same was conducted and state particularly also, the course and manner of dealing between the purchasers at such sale and the County, especially with reference to the giving and taking of certificates of purchase and bonds for deeds, and all you ^{may} know upon the subject.

Ans.

Before the opening of the sale I was applied to by Mr. Templeton, the Drainage Commissioner to buy the sale, I with him prepared a written proclamation in which was embodied all the important points relative to the sale, the terms and Conditions fully set forth, the liabilities of the purchasers, the fees of the officers and the fact that the County would not drain the lands. I kept a book, one of the minute books of the sale and before the sale commenced and a crowd of people was gathered in the Court-House, order was called, I distinctly read that proclamation to the People, Mr. Templeton the Drainage Commissioner was present and Mr. Stephen G. Paddock the present County Clerk to assist him in keeping the record. The lands were sold to the highest bidder at so much per acre, a good deal of Competition for the lands took place and at the close of the sale purchasers brought the certificates of purchase from the Drainage Commissioner to me and got bonds for deeds leaving the certificates with me, with the exception of Mr. Kelsey who did not come with his certificates of purchase, which certificates of purchase and bonds for deeds were seen and examined more especially the bonds for deeds, by the purchasers generally who attended the sale, prior thereto. -

Int. 5.

Were the certificate of purchase and bonds to which you have referred prepared from

printed forms or were they written.

Ans. From printed forms. -

Int. 6. State all you may know as to the time and manner in which these forms were procured to be printed and by whom were they procured.

Ans. Mr. Templeton and myself were instructed by the Board of Supervisors prior to the sale of the Swamp Lands to go to Lee County and Whiteside County whose Swamp Lands had been sold, and investigate their records and modes of doing business at said sales and have these forms printed and I went to Chicago and ordered them and was paid by the Board of Supervisors for that service.

Int. 7. Were these printed forms of certificates and bonds present at the sale to which you have referred so that purchasers might have examined them if they had so chosen. -

Ans. I will not swear positively that they were, my impression is that they were. -

Int. 8. In whose possession were they at the time of the sale and how long had they so been in his possession.

Ans. They were in the possession of the Drainage

Commissioner and myself, in the County Clerk's Office, for some weeks prior to the sale.

Int. 9.

Were the certificates and bonds to which you have referred uniform or was there a difference among them respectively, if there was such difference state in what it consisted. -

Ans.

They were uniform, except in the filling which was in writing. -

Int. 10.

Do you mean that the certificate or bond which each purchaser received, was like that which every other purchaser received, save as to the filling up of the form.

Ans.

I do.

Int. 11.

Look upon the paper marked on the back "J. T. Thomson, Cert. of purchase S.W.S.W. 27-17. 6", referred to in the 7th Interrogatory of the examination of J. T. Thomson, and state whether that is one of the certificates referred to by you in your answer to the last interrogatory. -

Ans.

It is.

Int. 12.

Look upon the paper marked "Y" and attached above to the deposition of said Jacob T. Thomson as a part thereof and say whether that is one of the bonds prepared by you as

you have stated and used at said sale, or if there is a difference state in what it consists

Ans. This is one of the bonds referred to the only difference I perceive is in the filling up and writing. -

Int. 13. State the position of your office with reference to the place of this sale.

Ans. The first room in the Court House, to the right hand was my office, the sale was held in the Court Room, above. -

Int. 14. When did the purchasers take their certificates

Ans. At the close of the sale, each day. -

Int. 15. During how many days did the September sale continue?

Ans. I think two or three days, I forget exactly.

Int. 16. Was the said Kelsey present at such sale, did he bid at the same personally and if to the foregoing you say yea, when did you first notice his presence at such sale. -

Ans. Kelsey was present at the sale, I noticed

Mr. Kelsey a short time after the bidding commenced. After a few tracts were sold, one tract was struck off to Mr. Kelsey on his bid. -

Int. 17. From the time you made the proclamation mentioned by you, until the time the said tract was so struck off to the said Complainant Kelsey how long was it? -

Ans. I Couldn't state exactly, but it was a very few minutes, as soon as the proclamation was made the bidding was commenced and progressed rapidly, it took but a short time to sell a tract.

Int. 18. State the time as nearly as you can or state such facts as will show the time as nearly as you can. -

Ans. I should think about fifteen minutes not more than that.

Int. 19. You have spoken of a memorandum or statement from which you made this proclamation referred to by you, please describe the same and state what has since become of it. -

Ans. I have described it once, it was among the papers in the County Clerk's office the last that I knew of it, what become of it, I don't know. -

Int. 20. Was the same prepared by you as an official document or otherwise. -

Ans. It was prepared by me under the instructions of Mr. Templeton as Drainage Commissioner and reduced to writing so that nothing should be omitted, he approving it. -

Int. 21. Please go on and state the language of this paper or the substance thereof according to the best of your recollection. - -

Ans. The substance of it was the terms of the sale's purchase money in hand and the balance on a credit of five years with six per cent interest payable semi-annually, distinctly set forth that the County would not drain the lands, that they were to be sold subject to drainage by the purchaser not by the County. The fees of the Drainage Commissioner and County Clerk were stated. Reference was made to the certificates of purchase and the bond for deed and the mode of conducting the sale was set forth in full. -

Int. 22. You will please state whether you made this proclamation orally with the statement to which you have referred as the basis of such oral proclamation or whether you merely read the paper, previously prepared by you, as the proclamation itself. - -

Ans. I made the proclamation orally with the statement as a basis by the authority of Mr. Templeton, reference being made to him, he was there. I gave it. -

Int. 23. (You will now please go on and state the proclamation made by you at the opening of such sale as nearly as you can remember it especially with reference to the point of drainage.)

Objctd to by
Cmplt.

Ans. I have stated it as full as I can remember. Mr. Templeton and myself had these papers, both the certificate of purchase and the bond for a deed, the instructions of the Board of Supervisors regulating the sale and examined them thoroughly, made minutes of all the points deemed necessary by us for conducting the sale especially with reference to the drainage which was embodied in the statement referred to and proclaimed by me at the commencement of the sale as I have before stated.

Int. 24. State whether the said Kelsey during your Clerkship ever took his bonds for deeds of the lands so sold to him. -

Ans. Kelsey bought some tracts for other persons in his own name at first, but I believe other persons took the certificates and bonds, but of his own purchases he took no bonds while I was clerk. -

Int. 25.

Did you ever request the said Complainant Kelsey to take out his bonds, if you state what passed between you on that subject and state specially what reason he assigned, if any, why he did not take out his said bonds. -

Ans.

I requested Mr. Kelsey repeatedly to bring his certificates and take bonds, he made various excuses for not doing so. I had been informed that Mr. Kelsey refused to take his bonds while I was Clerk and intended to wait until a Republican Clerk was elected, I asked an explanation of Mr. Kelsey as to the fact, he denied it and gave as a reason for his refusal and the only one the want of time by pressure of business to reach it. But when he had time to arrange his papers he would come and take his bonds. A few months before my term of office expired I waited on Mr. Kelsey and renewed my request, urging a want of funds on his part, refusing to take his bonds as I should lose my fees for work already done, he being consulted upon the rate of fees before the sale of the swamp lands; and then offered Mr. Kelsey to take one half the fees due me for the services already performed, as the bonds were made out, if he would take the bonds then. He said he would let me know by a certain day, about a week. I saw him again and he agreed to do so, but neglected to do it. -

Int. 26.

State what you may know as to the said

Complainant Kelsey having been consulted prior to the said Swamp Land Sale in September, upon the subject of said sale, by yourself or any other of the County authorities, giving the time, place and other circumstances of such consultations as nearly as you may remember them. -

Ans. I had talked with Mr. Kelsey upon the subject of the sale of Swamp lands, several times prior to the sale, especially with reference to the resolutions gotten up by Mr. Hoop, I believe they were gotten up by him anyway they were in his handwriting, and passed by the Board of Supervisors and recorded on pages 494 - 497 of the Record of the Board of Supervisors, and also had consulted with Mr. Hoop on those resolutions, who informed me they were gotten up by him (Hoop) and were entirely satisfactory to Mr. Kelsey. -

Objected to by Complt.

Int. 27. In any of those conversations with the complainant Kelsey, did you exhibit to said Kelsey the resolutions you have mentioned or were they spoken of between you, state what you may know on these points. -

Ans. I don't remember ever presenting the resolutions to Mr. Kelsey, but did converse with him on the resolutions, more especially with reference to the fees. -

Int. 28.

At that time, to wit, at the time of said sale in September had you ever heard the said Kelsey claim that by the Contract between the County and the purchasers at such sale the said purchasers were to have a claim upon the County for the drainage of the lands bought by them at such sale. -

Ans.

No. -

Int. 29.

Objected
to by
Compt.:

If you consider yourself from your dealing with the bidders at such sale able to state the general understanding among such bidder as to the liability of the County under the Contract of sale, to drain the said lands; please state what that understanding was, upon that subject.

Ans.

I do consider myself able to state the general understanding of the purchasers of the Swamp Land, and bidders, as to the liability of the County for the drainage of the same and the general understanding of such purchasers so far as I know was that the County was not liable. I never heard one of the purchasers at that time claim that the County was liable, it was a matter of notoriety at the time and so understood by every person that I talked with, that the County was not liable or would not be for the drainage of those lands. I never heard it questioned, after the meeting of the Board of Supervisors prior to this sale.

Cross Interrogatories.

Int. 1.

How many of the persons who attended the sale to your knowledge saw the bonds or certificates referred to in the 11th + 12th direct Interrogatories at any time prior to the commencement of the bidding at said sale.

Ans.

I believe all of them except those farmers who attended the sale to purchase lands adjacent to their farms, those farmers never looked at the bonds beforehand that I know of. -

Int. 2.

Did you ever show the certificates or bonds to the Complainant Mr. Kelsey at any time before the sale.

Ans.

I cannot say positively that I did, but the certificates and bonds were on my table in the County Clerk's office at all times for public inspection and Mr. Kelsey was in that office very frequently. -

Int. 3.

Do you know of your own knowledge that the bonds or certificates were ever shown to Mr. Kelsey by any person prior to the time of the sale, or at the sale. - -

Ans.

No.

Int. 4.

Do you not know the fact that the

Complainant was not present at the sale at the time when you gave the notice or proclamation referred to in your answer to the 22^d direct Interrogatory.

Ans. On the contrary I always believed he was there but could not swear to it positively.

Int. 5. Can you state the conversation between you and Mr. Kelsey to which you have referred in your answer to the 27th direct Interrogatory, if yea, state all of such conversation that you remember.

Ans. I cannot remember the conversation in full, but did talk with Mr. Kelsey on Hopie's resolutions I remember the substance of the conversation concerning the fees and they were made satisfactory that is all I have got to say on that subject.

Int. 6. Is it not a fact that in the conversations referred to by you the subject and the only subject of such conversation was the fees which you were to receive for your services in the sale of the Swamp Land.

Ans. No it is not the fact.

Int. 7. What other matters besides your fees were talked of by you and Mr. Kelsey in those particular conversations referred to.

Ans. The policy of the measures of the Board of Supervisors adopted then, at the term prior to the sale.

Int. 8. What acts of the Board of Supervisors or policy do you now refer to. -

Ans. The whole question of the sale of the Swamp Lands and the drainage ~~or~~ the non-drainage.

Int. 9. State what was said by Mr. Kelsey on the subject of the drainage of those lands in those conversations.

Ans. I do not remember his exact words but I do remember his satisfaction expressed in the action of the Board before referred to by me on pages 494-7 of the record of the Board of Supervisors Mr. Kelsey complimented me at that time for my action on the Board in assisting the Board at that session in bringing these things to an issue, so did Morris, as I had been Clerk of a former Board who advocated a different policy.

Int. 10. At what time and at what place did the conversation take place referred to by you in your last preceding answer. -

Ans. I couldn't state distinctly, it was after the session of the Board of Supervisors in May 1856. The Board had adopted the policy

of selling the lands, it became a topic of general interest. I entered heartily into the plan, gave it all the help I could, as clerk of the Board. Consulted with the Swamp Land Committee in all their consultations. The action of the Board was considered by every one that I talked with as a settlement of a vexed question.

Int. 11.

Is it not a fact that prior to the passage of the resolutions to which you have referred, an effort had been made by a portion of the Board of Supervisors of the previous year to dispose of the lands in question for a nominal sum to the Winnebago Swamp Land Drainage Company on condition that they should drain the same or that they should agree to drain the same and that another portion of the said Board of Supervisors together with other citizens of the County opposed that plan and advocated the policy of having the lands sold in the market to the highest bidder.

Ans.

No it is not the fact the policy of the Board of Supervisors referred to in the interrogatory, or of a portion of them, was to sell the lands to the Winnebago Swamp Land Drainage Company on condition of their draining the same, but no price was agreed upon. — A Committee of the Board had reported on the propriety of draining the same and recommended it to the Board. Another Committee was appointed to confer with

the Company as to the terms of such sale and drainage, then a party and another portion of the Board, headed by Mr. Kelsey opposed such sale and drainage and advocated the sale of the lands at public sale to the highest bidder, said purchasers to drain the lands themselves.

Int. 12.

Were you Clerk of the Board of Supervisors during the years 1856 & 1857, if you state whether you were generally present at the meetings of the Board and cognizant of their proceedings. -

Ans. I was Clerk during those years and I did attend every sitting of the Board as clerk and was cognizant of their proceedings. -

Int. 13.

During the time when the question was being discussed as to the policy of the Board in conveying the Swamp Lands to the Winnebago Swamp Land Drainage Company, did not the Complainant, Mr. Kelsey, make an offer to the Board to purchase all these lands at 25 cents an acre, or some other similar sum, and obligate himself to drain the lands; if yea, what action, if any was taken on that proposition

Ans.

Mr. Kelsey did make such an offer at the time stated in writing and stated that the price offered by him was but a moiety of what the lands were really worth, that they were worth five dollars

an acre. There was no action taken on his offer.

Int. 14. Did Mr. Kelsey at the time referred to state that all the lands in question were worth five dollars an acre or did he merely state that some of the lands were worth that sum. —

Ans. Mr. Kelsey did not state in express terms that all the lands were worth five dollars an acre but that some of those lands were very valuable, being susceptible of cultivation needing no drainage —

Int. 15. What was the amount which Mr. Kelsey offered to pay for those lands and drain the same.

Ans. He offered to pay the sum of twenty-five cents per acre, but stated that it was a mere nominal sum; that the lands together were worth five dollars an acre. —

Int. 16. What became of the proposition to which previous reference has been made, after it was presented to the Board; state whether it was filed or in what manner it was disposed of. —

Ans. The proposition was filed by me, as Clerk, to the best of my recollection and placed with Swamp Land Papers among the records of my office and I have seen it frequently while in the office of the Clerk. —